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

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2023

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number	Exact Name of Registrant as Specified in its Charter, Principal Executive Office Address and Telephone Number	State of Incorporation	I.R.S. Employer Identification No.
001-06033	**United Airlines Holdings, Inc.** 233 South Wacker Drive, Chicago, Illinois 60606 (872) 825-4000	Delaware	36-2675207
001-10323	**United Airlines, Inc.** 233 South Wacker Drive, Chicago, Illinois 60606 (872) 825-4000	Delaware	74-2099724

Securities registered pursuant to Section 12(b) of the Act

Registrant	Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
United Airlines Holdings, Inc.	Common Stock, $0.01 par value	UAL	The Nasdaq Stock Market LLC
United Airlines Holdings, Inc.	Preferred Stock Purchase Rights	None	The Nasdaq Stock Market LLC
United Airlines, Inc.	None	None	None

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.

United Airlines Holdings, Inc.	Yes	☒	No	☐	United Airlines, Inc.	Yes	☒	No	☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this Chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

United Airlines Holdings, Inc.	Yes	☒	No	☐	United Airlines, Inc.	Yes	☒	No	☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

United Airlines Holdings, Inc.	Large accelerated filer	☒	Accelerated filer	☐	Non-accelerated filer	☐	Smaller reporting company	☐	Emerging growth company	☐
United Airlines, Inc.	Large accelerated filer	☐	Accelerated filer	☐	Non-accelerated filer	☒	Smaller reporting company	☐	Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

United Airlines Holdings, Inc.	☐
United Airlines, Inc.	☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

United Airlines Holdings, Inc.	Yes	☐	No	☒
United Airlines, Inc.	Yes	☐	No	☒

The number of shares outstanding of each of the issuer's classes of common stock as of October 12, 2023 is shown below:

United Airlines Holdings, Inc.	328,014,680 shares of common stock ($0.01 par value)
United Airlines, Inc.	1,000 shares of common stock ($0.01 par value) (100% owned by United Airlines Holdings, Inc.)

OMISSION OF CERTAIN INFORMATION

This combined Quarterly Report on Form 10-Q is separately filed by United Airlines Holdings, Inc. and United Airlines, Inc. United Airlines, Inc. meets the conditions set forth in General Instruction H(1)(a) and (b) of Form 10-Q and is therefore filing this form with the reduced disclosure format allowed under that General Instruction.

United Airlines Holdings, Inc.
United Airlines, Inc.

Quarterly Report on Form 10-Q
For the Quarterly Period Ended September 30, 2023

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PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS.

UNITED AIRLINES HOLDINGS, INC.
STATEMENTS OF CONSOLIDATED OPERATIONS (UNAUDITED)
(In millions, except per share amounts)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Operating revenue:				
Passenger revenue	$ 13,349	$ 11,653	$ 36,625	$ 28,830
Cargo	333	498	1,093	1,699
Other operating revenue	802	726	2,373	2,026
Total operating revenue	14,484	12,877	40,091	32,555
Operating expense:				
Salaries and related costs	3,914	2,843	10,946	8,466
Aircraft fuel	3,342	3,755	9,336	9,796
Landing fees and other rent	801	639	2,283	1,919
Aircraft maintenance materials and outside repairs	684	619	2,072	1,553
Depreciation and amortization	663	610	1,987	1,832
Regional capacity purchase	592	596	1,806	1,728
Distribution expenses	516	482	1,406	1,101
Aircraft rent	46	65	151	193
Special charges	29	20	902	124
Other operating expenses	2,158	1,790	5,989	4,883
Total operating expense	12,745	11,419	36,878	31,595
Operating income	1,739	1,458	3,213	960
Nonoperating income (expense):				
Interest expense	(493)	(455)	(1,472)	(1,299)
Interest income	234	104	620	142
Interest capitalized	48	27	128	73
Unrealized gains (losses) on investments, net	(54)	28	54	(12)
Miscellaneous, net	11	(9)	73	(4)
Total nonoperating expense, net	(254)	(305)	(597)	(1,100)
Income (loss) before income tax expense (benefit)	1,485	1,153	2,616	(140)
Income tax expense (benefit)	348	211	598	(34)
Net income (loss)	$ 1,137	$ 942	$ 2,018	$ (106)
Earnings (loss) per share, basic	$ 3.47	$ 2.88	$ 6.16	$ (0.33)
Earnings (loss) per share, diluted	$ 3.42	$ 2.86	$ 6.08	$ (0.33)

The accompanying Combined Notes to Condensed Consolidated Financial Statements are an integral part of these statements.

UNITED AIRLINES HOLDINGS, INC.
STATEMENTS OF CONSOLIDATED COMPREHENSIVE INCOME (LOSS) (UNAUDITED)
(In millions)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Net income (loss)	$ 1,137	$ 942	$ 2,018	$ (106)
Other comprehensive income (loss), net of tax:				
Employee benefit plans	(20)	—	(89)	9
Investments and other	8	(20)	5	(31)
Total other comprehensive loss, net of tax	(12)	(20)	(84)	(22)
Total comprehensive income (loss), net	$ 1,125	$ 922	$ 1,934	$ (128)

The accompanying Combined Notes to Condensed Consolidated Financial Statements are an integral part of these statements.

UNITED AIRLINES HOLDINGS, INC.
CONSOLIDATED BALANCE SHEETS (UNAUDITED)
(In millions, except shares)

	September 30, 2023	December 31, 2022
ASSETS		
Current assets:		
Cash and cash equivalents	$ 7,478	$ 7,166
Short-term investments	9,608	9,248
Restricted cash	392	45
Receivables, less allowance for credit losses (2023 — $14; 2022 — $11)	2,193	1,801
Aircraft fuel, spare parts and supplies, less obsolescence allowance (2023 — $665; 2022 — $610)	1,513	1,109
Prepaid expenses and other	728	689
Total current assets	21,912	20,058
Operating property and equipment:		
Flight equipment	46,938	42,775
Other property and equipment	10,157	9,334
Purchase deposits for flight equipment	3,379	2,820
Total operating property and equipment	60,474	54,929
Less — Accumulated depreciation and amortization	(22,114)	(20,481)
Total operating property and equipment, net	38,360	34,448
Operating lease right-of-use assets	3,975	3,889
Other assets:		
Goodwill	4,527	4,527
Intangibles, less accumulated amortization (2023 — $1,486; 2022 — $1,472)	2,735	2,762
Restricted cash	240	210
Deferred income taxes	—	91
Investments in affiliates and other, less allowance for credit losses (2023 — $27; 2022 — $21)	1,404	1,373
Total other assets	8,906	8,963
Total assets	$ 73,153	$ 67,358

(continued on next page)

UNITED AIRLINES HOLDINGS, INC.
CONSOLIDATED BALANCE SHEETS (UNAUDITED)
(In millions, except shares)

	September 30, 2023	December 31, 2022
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 4,206	$ 3,395
Accrued salaries and benefits	3,815	1,971
Advance ticket sales	8,392	7,555
Frequent flyer deferred revenue	2,969	2,693
Current maturities of long-term debt	3,649	2,911
Current maturities of operating leases	598	561
Current maturities of finance leases	271	104
Current maturities of other financial liabilities	44	23
Other	812	779
Total current liabilities	24,756	19,992
Long-term debt	25,932	28,283
Long-term obligations under operating leases	4,493	4,459
Long-term obligations under finance leases	71	115
Other liabilities and deferred credits:		
Frequent flyer deferred revenue	4,107	3,982
Pension liability	800	747
Postretirement benefit liability	621	671
Deferred income taxes	472	—
Other financial liabilities	1,648	844
Other	1,400	1,369
Total other liabilities and deferred credits	9,048	7,613
Commitments and contingencies		
Stockholders' equity:		
Preferred stock	—	—
Common stock at par, $0.01 par value; authorized 1,000,000,000 shares; outstanding 328,013,283 and 326,930,321 shares at September 30, 2023 and December 31, 2022, respectively	4	4
Additional capital invested	8,968	8,986
Stock held in treasury, at cost	(3,442)	(3,534)
Retained earnings	3,232	1,265
Accumulated other comprehensive income	91	175
Total stockholders' equity	8,853	6,896
Total liabilities and stockholders' equity	$ 73,153	$ 67,358

The accompanying Combined Notes to Condensed Consolidated Financial Statements are an integral part of these statements.

UNITED AIRLINES HOLDINGS, INC.
CONDENSED STATEMENTS OF CONSOLIDATED CASH FLOWS (UNAUDITED)
(In millions)

	Nine Months Ended September 30,	
	2023	**2022**
Cash Flows from Operating Activities:		
Net cash provided by operating activities	$ 7,821	$ 4,908
Cash Flows from Investing Activities:		
Capital expenditures, net of flight equipment purchase deposit returns	(5,105)	(2,280)
Purchases of short-term and other investments	(8,875)	(8,384)
Proceeds from sale of short-term and other investments	8,614	1,061
Proceeds from sale of property and equipment	20	184
Other, net	(17)	(23)
Net cash used in investing activities	(5,363)	(9,442)
Cash Flows from Financing Activities:		
Proceeds from issuance of debt and other financing liabilities, net of discounts and fees	1,685	210
Payments of long-term debt, finance leases and other financing liabilities	(3,423)	(2,605)
Other, net	(31)	(77)
Net cash used in financing activities	(1,769)	(2,472)
Net increase (decrease) in cash, cash equivalents and restricted cash	689	(7,006)
Cash, cash equivalents and restricted cash at beginning of the period	7,421	18,533
Cash, cash equivalents and restricted cash at end of the period (a)	$ 8,110	$ 11,527
Investing and Financing Activities Not Affecting Cash:		
Property and equipment acquired through the issuance of debt, finance leases and other	$ 677	$ —
Right-of-use assets acquired through operating leases	470	98
Lease modifications and lease conversions	438	61
Investment interests received in exchange for goods and services	25	93

(a) The following table provides a reconciliation of cash, cash equivalents and restricted cash to amounts reported within the consolidated balance sheet:

Current assets:		
Cash and cash equivalents	$ 7,478	$ 11,258
Restricted cash — Current	392	61
Restricted cash — Non-Current	240	208
Total cash, cash equivalents and restricted cash	$ 8,110	$ 11,527

The accompanying Combined Notes to Condensed Consolidated Financial Statements are an integral part of these statements.

UNITED AIRLINES HOLDINGS, INC.
STATEMENTS OF CONSOLIDATED STOCKHOLDERS' EQUITY (UNAUDITED)
(In millions)

	Common Stock						
	Shares	Amount	Additional Capital Invested	Treasury Stock	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Income (Loss)	Total
Balance at June 30, 2023	328.0	$ 4	$ 8,945	$ (3,442)	$ 2,095	$ 103	$ 7,705
Net income	—	—	—	—	1,137	—	1,137
Other comprehensive loss	—	—	—	—	—	(12)	(12)
Stock-settled share-based compensation	—	—	23	—	—	—	23
Balance at September 30, 2023	328.0	$ 4	$ 8,968	$ (3,442)	$ 3,232	$ 91	$ 8,853
Balance at December 31, 2022	326.9	$ 4	$ 8,986	$ (3,534)	$ 1,265	$ 175	$ 6,896
Net income	—	—	—	—	2,018	—	2,018
Other comprehensive loss	—	—	—	—	—	(84)	(84)
Stock-settled share-based compensation	—	—	55	—	—	—	55
Stock issued for share-based awards, net of shares withheld for tax	1.1	—	(73)	92	(51)	—	(32)
Balance at September 30, 2023	328.0	$ 4	$ 8,968	$ (3,442)	$ 3,232	$ 91	$ 8,853
Balance at June 30, 2022	326.7	$ 4	$ 8,970	$ (3,551)	$ (515)	$ (944)	$ 3,964
Net income	—	—	—	—	942	—	942
Other comprehensive loss	—	—	—	—	—	(20)	(20)
Stock-settled share-based compensation	—	—	15	—	—	—	15
Stock issued for share-based awards, net of shares withheld for tax	0.2	—	(15)	18	(6)	—	(3)
Balance at September 30, 2022	326.9	$ 4	$ 8,970	$ (3,533)	$ 421	$ (964)	$ 4,898
Balance at December 31, 2021	323.8	$ 4	$ 9,156	$ (3,814)	$ 625	$ (942)	$ 5,029
Net loss	—	—	—	—	(106)	—	(106)
Other comprehensive loss	—	—	—	—	—	(22)	(22)
Stock-settled share-based compensation	—	—	70	—	—	—	70
Stock issued for share-based awards, net of shares withheld for tax	3.1	—	(256)	281	(98)	—	(73)
Balance at September 30, 2022	326.9	$ 4	$ 8,970	$ (3,533)	$ 421	$ (964)	$ 4,898

The accompanying Combined Notes to Condensed Consolidated Financial Statements are an integral part of these statements.

UNITED AIRLINES, INC.
STATEMENTS OF CONSOLIDATED OPERATIONS (UNAUDITED)
(In millions)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Operating revenue:				
Passenger revenue	$ 13,349	$ 11,653	$ 36,625	$ 28,830
Cargo	333	498	1,093	1,699
Other operating revenue	802	726	2,373	2,026
Total operating revenue	14,484	12,877	40,091	32,555
Operating expense:				
Salaries and related costs	3,914	2,843	10,946	8,466
Aircraft fuel	3,342	3,755	9,336	9,796
Landing fees and other rent	801	639	2,283	1,919
Aircraft maintenance materials and outside repairs	684	619	2,072	1,553
Depreciation and amortization	663	610	1,987	1,832
Regional capacity purchase	592	596	1,806	1,728
Distribution expenses	516	482	1,406	1,101
Aircraft rent	46	65	151	193
Special charges	29	20	902	124
Other operating expenses	2,158	1,789	5,988	4,881
Total operating expense	12,745	11,418	36,877	31,593
Operating income	1,739	1,459	3,214	962
Nonoperating income (expense):				
Interest expense	(493)	(455)	(1,472)	(1,299)
Interest income	234	104	620	142
Interest capitalized	48	27	128	73
Unrealized gains (losses) on investments, net	(54)	28	54	(12)
Miscellaneous, net	12	(9)	74	(4)
Total nonoperating expense, net	(253)	(305)	(596)	(1,100)
Income (loss) before income tax expense (benefit)	1,486	1,154	2,618	(138)
Income tax expense (benefit)	348	212	599	(33)
Net income (loss)	$ 1,138	$ 942	$ 2,019	$ (105)

The accompanying Combined Notes to Condensed Consolidated Financial Statements are an integral part of these statements.

UNITED AIRLINES, INC.
STATEMENTS OF CONSOLIDATED COMPREHENSIVE INCOME (LOSS) (UNAUDITED)
(In millions)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Net income (loss)	$ 1,138	$ 942	$ 2,019	$ (105)
Other comprehensive income (loss), net of tax:				
Employee benefit plans	(20)	0	(89)	9
Investments and other	8	(20)	5	(31)
Total other comprehensive loss, net of tax	(12)	(20)	(84)	(22)
Total comprehensive income (loss), net	$ 1,126	$ 922	$ 1,935	$ (127)

The accompanying Combined Notes to Condensed Consolidated Financial Statements are an integral part of these statements.

UNITED AIRLINES, INC.
CONSOLIDATED BALANCE SHEETS (UNAUDITED)
(In millions, except shares)

	September 30, 2023	December 31, 2022
ASSETS		
Current assets:		
Cash and cash equivalents	$ 7,478	$ 7,166
Short-term investments	9,608	9,248
Restricted cash	392	45
Receivables, less allowance for credit losses (2023 — $14; 2022 — $11)	2,193	1,801
Aircraft fuel, spare parts and supplies, less obsolescence allowance (2023 — $665; 2022 — $610)	1,513	1,109
Prepaid expenses and other	728	689
Total current assets	21,912	20,058
Operating property and equipment:		
Flight equipment	46,938	42,775
Other property and equipment	10,157	9,334
Purchase deposits for flight equipment	3,379	2,820
Total operating property and equipment	60,474	54,929
Less — Accumulated depreciation and amortization	(22,114)	(20,481)
Total operating property and equipment, net	38,360	34,448
Operating lease right-of-use assets	3,975	3,889
Other assets:		
Goodwill	4,527	4,527
Intangibles, less accumulated amortization (2023 — $1,486; 2022 — $1,472)	2,735	2,762
Restricted cash	240	210
Deferred income taxes	—	62
Investments in affiliates and other, less allowance for credit losses (2023 — $27; 2022 —$21)	1,404	1,373
Total other assets	8,906	8,934
Total assets	$ 73,153	$ 67,329

(continued on next page)

UNITED AIRLINES, INC.
CONSOLIDATED BALANCE SHEETS (UNAUDITED)
(In millions, except shares)

	September 30, 2023	December 31, 2022
LIABILITIES AND STOCKHOLDER'S EQUITY		
Current liabilities:		
Accounts payable	$ 4,206	$ 3,395
Accrued salaries and benefits	3,815	1,971
Advance ticket sales	8,392	7,555
Frequent flyer deferred revenue	2,969	2,693
Current maturities of long-term debt	3,649	2,911
Current maturities of operating leases	598	561
Current maturities of finance leases	271	104
Current maturities of other financial liabilities	44	23
Other	814	781
Total current liabilities	24,758	19,994
Long-term debt	25,932	28,283
Long-term obligations under operating leases	4,493	4,459
Long-term obligations under finance leases	71	115
Other liabilities and deferred credits:		
Frequent flyer deferred revenue	4,107	3,982
Pension liability	800	747
Postretirement benefit liability	621	671
Deferred income taxes	500	—
Other financial liabilities	1,648	844
Other	1,400	1,369
Total other liabilities and deferred credits	9,076	7,613
Commitments and contingencies		
Stockholder's equity:		
Common stock at par, $0.01 par value; authorized 1,000 shares; issued and outstanding 1,000 shares at both September 30, 2023 and December 31, 2022	—	—
Additional capital invested	458	403
Retained earnings	5,735	3,716
Accumulated other comprehensive income	91	175
Payable to parent	2,539	2,571
Total stockholder's equity	8,823	6,865
Total liabilities and stockholder's equity	$ 73,153	$ 67,329

The accompanying Combined Notes to Condensed Consolidated Financial Statements are an integral part of these statements.

UNITED AIRLINES, INC.
CONDENSED STATEMENTS OF CONSOLIDATED CASH FLOWS (UNAUDITED)
(In millions)

	Nine Months Ended September 30,	
	2023	**2022**
Cash Flows from Operating Activities:		
Net cash provided by operating activities	$ 7,790	$ 4,834
Cash Flows from Investing Activities:		
Capital expenditures, net of flight equipment purchase deposit returns	(5,105)	(2,280)
Purchases of short-term and other investments	(8,875)	(8,384)
Proceeds from sale of short-term and other investments	8,614	1,061
Proceeds from sale of property and equipment	20	184
Other, net	(17)	(23)
Net cash used in investing activities	(5,363)	(9,442)
Cash Flows from Financing Activities:		
Proceeds from issuance of debt and other financing liabilities, net of discounts and fees	1,685	210
Payments of long-term debt, finance leases and other financing liabilities	(3,423)	(2,605)
Other, net	—	(3)
Net cash used in financing activities	(1,738)	(2,398)
Net increase (decrease) in cash, cash equivalents and restricted cash	689	(7,006)
Cash, cash equivalents and restricted cash at beginning of the period	7,421	18,533
Cash, cash equivalents and restricted cash at end of the period (a)	$ 8,110	$ 11,527
Investing and Financing Activities Not Affecting Cash:		
Property and equipment acquired through the issuance of debt, finance leases and other	$ 677	$ —
Right-of-use assets acquired through operating leases	470	98
Lease modifications and lease conversions	438	61
Investment interests received in exchange for goods and services	25	93

(a) The following table provides a reconciliation of cash, cash equivalents and restricted cash to amounts reported within the consolidated balance sheet:

Current assets:		
Cash and cash equivalents	$ 7,478	$ 11,258
Restricted cash — Current	392	61
Restricted cash — Non-Current	240	208
Total cash, cash equivalents and restricted cash	$ 8,110	$ 11,527

The accompanying Combined Notes to Condensed Consolidated Financial Statements are an integral part of these statements.

UNITED AIRLINES, INC.
STATEMENTS OF CONSOLIDATED STOCKHOLDER'S EQUITY (UNAUDITED)
(In millions)

	Additional Capital Invested	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Payable to Parent	Total
Balance at June 30, 2023	$ 435	$ 4,597	$ 103	$ 2,539	$ 7,674
Net income	—	1,138	—	—	1,138
Other comprehensive loss	—	—	(12)	—	(12)
Stock-settled share-based compensation	23	—	—	—	23
Balance at September 30, 2023	$ 458	$ 5,735	$ 91	$ 2,539	$ 8,823
Balance at December 31, 2022	$ 403	$ 3,716	$ 175	$ 2,571	$ 6,865
Net income	—	2,019	—	—	2,019
Other comprehensive loss	—	—	(84)	—	(84)
Stock-settled share-based compensation	55	—	—	—	55
Other	—	—	—	(32)	(32)
Balance at September 30, 2023	$ 458	$ 5,735	$ 91	$ 2,539	$ 8,823
Balance at June 30, 2022	$ 373	$ 1,930	$ (944)	$ 2,574	$ 3,933
Net income	—	942	—	—	942
Other comprehensive loss	—	—	(20)	—	(20)
Stock-settled share-based compensation	14	—	—	—	14
Other	—	—	—	(3)	(3)
Balance at September 30, 2022	$ 387	$ 2,872	$ (964)	$ 2,571	$ 4,866
Balance at December 31, 2021	$ 317	$ 2,977	$ (942)	$ 2,646	$ 4,998
Net loss	—	(105)	—	—	(105)
Other comprehensive loss	—	—	(22)	—	(22)
Stock-settled share-based compensation	70	—	—	—	70
Other	—	—	—	(75)	(75)
Balance at September 30, 2022	$ 387	$ 2,872	$ (964)	$ 2,571	$ 4,866

The accompanying Combined Notes to Condensed Consolidated Financial Statements are an integral part of these statements.

UNITED AIRLINES HOLDINGS, INC. AND UNITED AIRLINES, INC.
COMBINED NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

United Airlines Holdings, Inc. (together with its consolidated subsidiaries, "UAL" or the "Company") is a holding company and its wholly-owned subsidiary is United Airlines, Inc. (together with its consolidated subsidiaries, "United"). This Quarterly Report on Form 10-Q is a combined report of UAL and United, including their respective consolidated financial statements. As UAL consolidates United for financial statement purposes, disclosures that relate to activities of United also apply to UAL, unless otherwise noted. United's operating revenues and operating expenses comprise nearly 100% of UAL's revenues and operating expenses. In addition, United comprises approximately the entire balance of UAL's assets, liabilities and operating cash flows. When appropriate, UAL and United are named specifically for their individual contractual obligations and related disclosures, and any significant differences between the operations and results of UAL and United are separately disclosed and explained. We sometimes use the words "we," "our," "us," and the "Company" in this report for disclosures that relate to all of UAL and United.

The UAL and United unaudited condensed consolidated financial statements shown here have been prepared as required by the U.S. Securities and Exchange Commission (the "SEC"). Some information and footnote disclosures normally included in financial statements that comply with accounting principles generally accepted in the United States ("GAAP") have been condensed or omitted as permitted by the SEC. The financial statements include all adjustments, including normal recurring adjustments and other adjustments, which are considered necessary for a fair presentation of the Company's financial position and results of operations for interim periods presented. The UAL and United financial statements should be read together with the information included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2022. The Company's quarterly financial data is subject to seasonal fluctuations. Historically its second and third quarter financial results have reflected higher travel demand, and were better than its first and fourth quarter financial results.

NOTE 1 — REVENUE

Revenue by Geography. The table below presents the Company's operating revenue by principal geographic region (as defined by the U.S. Department of Transportation) (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Domestic (U.S. and Canada)	$ 8,379	$ 7,718	$ 23,963	$ 20,623
Atlantic	3,543	3,186	8,604	6,756
Latin America	1,184	1,162	3,773	3,266
Pacific	1,378	811	3,751	1,910
Total	$ 14,484	$ 12,877	$ 40,091	$ 32,555

Advance Ticket Sales. The Company defers amounts related to future travel in its Advance ticket sales liability account. All tickets sold at any given point in time have travel dates through the next 12 months. The Company's Advance ticket sales liability also includes credits issued to customers for future flights ("FFCs") and electronic travel certificates ("ETCs"), primarily for ticket cancellations, which can be applied towards a purchase of a new ticket. FFCs and ETCs are valid up to one year from the date of issuance; however, all credits issued on or before December 31, 2022 have been extended to December 31, 2023.

The Company estimates the value of Advance ticket sales that will expire unused ("breakage") and recognizes revenue in proportion to the usage of the related tickets. To determine breakage, the Company uses its historical experience with expired tickets and certificates and other facts, such as recent aging trends, program changes and modifications that could affect the ultimate expiration patterns. Changes in our estimates of FFCs and ETCs that may expire unused could have a material impact on revenue. Changes in estimates of breakage are recognized prospectively in proportion to the remaining usage of the related tickets.

In the nine months ended September 30, 2023 and 2022, the Company recognized approximately $5.3 billion and $3.0 billion, respectively, of passenger revenue for tickets that were included in Advance ticket sales at the beginning of those periods.

Ancillary Fees. The Company charges fees, separately from ticket sales, for certain ancillary services that are directly related to passengers' travel, such as baggage fees, premium seat fees, inflight amenity fees and other ticket-related fees. These ancillary fees are part of the travel performance obligation and, as such, are recognized as passenger revenue when the travel occurs. The Company recorded $1.1 billion and $3.0 billion of ancillary fees within passenger revenue in the three and nine months ended

September 30, 2023, respectively. The Company recorded $0.9 billion and $2.4 billion of ancillary fees within passenger revenue in the three and nine months ended September 30, 2022, respectively.

Frequent Flyer Accounting. The table below presents a roll forward of Frequent flyer deferred revenue (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Total Frequent flyer deferred revenue - beginning balance	$ 7,024	$ 6,495	$ 6,675	$ 6,282
Total miles awarded	816	705	2,465	1,848
Travel miles redeemed	(740)	(601)	(1,983)	(1,489)
Non-travel miles redeemed	(24)	(21)	(81)	(63)
Total Frequent flyer deferred revenue - ending balance	$ 7,076	$ 6,578	$ 7,076	$ 6,578

In the three and nine months ended September 30, 2023, the Company recognized, in Other operating revenue, $0.7 billion and $2.0 billion, respectively, related to the marketing, advertising, non-travel miles redeemed (net of related costs) and other travel-related benefits of the mileage revenue associated with our various partner agreements including, but not limited to, our JPMorgan Chase Bank, N.A. MileagePlus co-brand agreement. The Company recognized $0.6 billion and $1.7 billion, respectively, in the three and nine months ended September 30, 2022, related to those agreements. The portion related to the MileagePlus miles awarded of the total amounts received from our various partner agreements is deferred and presented in the table above as an increase to the Frequent flyer deferred revenue. We determine the current portion of that account based on expected redemptions in the next 12 months.

NOTE 2 — EARNINGS (LOSS) PER SHARE

The computations of UAL's basic and diluted earnings (loss) per share are set forth below (in millions, except per share amounts):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Earnings (loss) available to common stockholders	$ 1,137	$ 942	$ 2,018	$ (106)
Basic weighted-average shares outstanding	328.0	326.8	327.8	326.2
Dilutive effect of stock warrants (a)	2.7	1.0	2.5	—
Dilutive effect of employee stock awards	1.7	1.7	1.5	—
Diluted weighted-average shares outstanding	332.4	329.5	331.8	326.2
Earnings (loss) per share, basic	$ 3.47	$ 2.88	$ 6.16	$ (0.33)
Earnings (loss) per share, diluted	$ 3.42	$ 2.86	$ 6.08	$ (0.33)
Potentially dilutive securities (b)				
Stock warrants (a)	1.5	3.5	1.5	3.5
Employee stock awards	0.6	0.7	0.6	0.7

(a) Represent warrants issued to the U.S. Treasury Department ("Treasury") pursuant to the payroll support program, including extensions, and the loan program established under the Coronavirus Aid, Relief, and Economic Security Act. The Company issued, to Treasury, warrants to purchase up to approximately 10 million shares of UAL common stock at exercise prices ranging from $31.50 to $53.92 and expiration dates ranging from April 20, 2025 to June 10, 2026. All warrants were outstanding as of September 30, 2023.
(b) Weighted-average potentially dilutive securities outstanding excluded from the computation of diluted earnings per share because the securities would have had an antidilutive effect.

On March 3, 2021, the Company entered into an equity distribution agreement (the "Distribution Agreement") with several financial institutions (collectively, the "Managers"), relating to the issuance and sale from time to time by UAL (the "2021 ATM Offering"), through the Managers, of up to 37 million shares of UAL common stock (the "2021 ATM Shares"). Sales of the 2021 ATM Shares under the Distribution Agreement were allowed to be made in any transactions that were deemed to be "at the market offerings" as defined in Rule 415 under the Securities Act of 1933, as amended. During 2021, approximately

4 million shares were sold in the 2021 ATM Offering at an average price of $57.50 per share, with net proceeds to the Company totaling approximately $250 million. No shares were sold in 2022 or 2023 under the 2021 ATM Offering, which expired in March 2023.

NOTE 3 — ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

The table below presents the components of the Company's accumulated other comprehensive income (loss), net of tax ("AOCI") (in millions):

	Pension and Other Postretirement Liabilities	Investments and Other	Deferred Taxes (a)	Total
Balance at June 30, 2023	$ 539	$ (39)	$ (397)	$ 103
Changes in value	7	10	(3)	14
Amounts reclassified to earnings	(33) (b)	—	7	(26)
Balance at September 30, 2023	$ 513	$ (29)	$ (393)	$ 91
Balance at December 31, 2022	$ 626	$ (35)	$ (416)	$ 175
Changes in value	(10)	6	1	(3)
Amounts reclassified to earnings	(103) (b)	—	22	(81)
Balance at September 30, 2023	$ 513	$ (29)	$ (393)	$ 91
Balance at June 30, 2022	$ (834)	$ (14)	$ (96)	$ (944)
Changes in value	(1)	(25)	6	(20)
Amounts reclassified to earnings	— (b)	—	—	—
Balance at September 30, 2022	$ (835)	$ (39)	$ (90)	$ (964)
Balance at December 31, 2021	$ (847)	$ —	$ (95)	$ (942)
Changes in value	13	(39)	5	(21)
Amounts reclassified to earnings	(1) (b)	—	—	(1)
Balance at September 30, 2022	$ (835)	$ (39)	$ (90)	$ (964)

(a) Includes approximately $285 million of deferred income tax expense that will not be recognized in net income until the related pension and postretirement benefit obligations are fully extinguished. We consider all income sources, including other comprehensive income, in determining the amount of tax benefit allocated to results from operations.

(b) This AOCI component is included in the computation of net periodic pension and other postretirement costs, specifically the following components: amortization of unrecognized (gain) loss, amortization of prior service credit and other (see Note 5 of this report for additional information).

NOTE 4 — INCOME TAXES

The Company's effective tax rates for the three and nine months ended September 30, 2023 were 23.4% and 22.9%, respectively. The Company's effective tax rates for the three and nine months ended September 30, 2022 were 18.3% and 24.3%, respectively. The provision for income taxes is based on the estimated annual effective tax rate, which represents a blend of federal, state and foreign taxes and includes the impact of certain nondeductible items.

NOTE 5 — EMPLOYEE BENEFIT PLANS

Defined Benefit Pension and Other Postretirement Benefit Plans. The Company's net periodic benefit cost includes the following components for the three months ended September 30 (in millions):

	Pension Benefits		Other Postretirement Benefits		Affected Line Item in the Statements of Consolidated Operations
	2023	2022	2023	2022	
Service cost	$ 31	$ 51	$ 1	$ 2	Salaries and related costs
Interest cost	53	47	10	8	Miscellaneous, net
Expected return on plan assets	(62)	(76)	—	—	Miscellaneous, net
Amortization of unrecognized (gain) loss	2	29	(9)	(3)	Miscellaneous, net
Amortization of prior service credit	1	—	(28)	(28)	Miscellaneous, net
Other	1	2	—	—	Miscellaneous, net
Total	$ 26	$ 53	$ (26)	$ (21)	

The Company's net periodic benefit cost includes the following components for the nine months ended September 30 (in millions):

	Pension Benefits		Other Postretirement Benefits		Affected Line Item in the Statements of Consolidated Operations
	2023	2022	2023	2022	
Service cost	$ 93	$ 153	$ 3	$ 6	Salaries and related costs
Interest cost	163	141	31	23	Miscellaneous, net
Expected return on plan assets	(188)	(230)	(1)	(1)	Miscellaneous, net
Amortization of unrecognized (gain) loss	6	90	(28)	(10)	Miscellaneous, net
Amortization of prior service credit	1	—	(84)	(84)	Miscellaneous, net
Other	2	3	—	—	Miscellaneous, net
Total	$ 77	$ 157	$ (79)	$ (66)	

Profit Sharing. Substantially all employees participate in profit sharing based on a percentage of pre-tax earnings, excluding special or non-recurring charges, profit sharing expense and share-based compensation. Profit sharing percentages range from 5% to 20% depending on the work group, and in some cases profit sharing percentages vary above and below certain thresholds. As part of the new collective bargaining agreement with the Air Line Pilots Association ("ALPA"), the thresholds were lowered retroactive to January 1, 2023 for the pilot work group. Eligible U.S. co-workers in each participating work group receive a profit sharing payout using a formula based on the ratio of each qualified co-worker's annual eligible earnings to the eligible earnings of all qualified co-workers in all domestic work groups. Eligible non-U.S. co-workers receive profit sharing based on the calculation under the U.S. profit sharing plan for management and administrative employees. The Company recorded profit sharing and related payroll tax expense of $301 million and $521 million in the three and nine months ended September 30, 2023, respectively. The Company recorded profit sharing expense of $8 million in both the three and nine months ended September 30, 2022. Profit sharing expense is recorded as a component of Salaries and related costs in the Company's statements of consolidated operations.

NOTE 6 — FINANCIAL INSTRUMENTS AND FAIR VALUE MEASUREMENTS

The table below presents disclosures about the financial assets and liabilities measured at fair value on a recurring basis in UAL's financial statements (in millions):

	September 30, 2023				December 31, 2022			
	Total	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3
Cash and cash equivalents	$ 7,478	$ 7,478	$ —	$ —	$ 7,166	$ 7,166	$ —	$ —
Restricted cash - current	392	392	—	—	45	45	—	—
Restricted cash - non-current	240	240	—	—	210	210	—	—
Short-term investments:								
U.S. government and agency notes	9,506	—	9,506	—	8,914	—	8,914	—
Asset-backed securities	29	—	29	—	325	—	325	—
Certificates of deposit placed through an account registry service ("CDARS")	73	—	73	—	—	—	—	—
Corporate debt	—	—	—	—	9	—	9	—
Long-term investments:								
Equity securities	163	163	—	—	189	189	—	—

Investments presented in the table above have the same fair value as their carrying value.

Restricted cash - current — Primarily includes amounts to be used for the payment of fees, principal and interest on senior secured notes and a secured term loan facility (the "MileagePlus Financing") secured by substantially all of the assets of Mileage Plus Holdings, LLC, a direct wholly-owned subsidiary of United.

Restricted cash - non-current — Primarily includes collateral associated with the MileagePlus Financing, collateral for letters of credit and collateral associated with facility leases and other insurance-related obligations.

Short-term investments — The short-term investments shown in the table above are classified as available-for-sale and have remaining maturities of approximately 18 months or less.

Long-term investments: Equity securities — Represents equity and equity-linked securities (such as vested warrants) that make up United's investments in Azul Linhas Aéreas Brasileiras S.A., Archer Aviation Inc., Eve Holding, Inc., Mesa Air Group, Inc. and Clear Secure, Inc.

Other fair value information. The table below presents the carrying values and estimated fair values of financial instruments not presented in the tables above (in millions). Carrying amounts include any related discounts, premiums and issuance costs:

	September 30, 2023					December 31, 2022				
	Carrying Amount	Fair Value				Carrying Amount	Fair Value			
		Total	Level 1	Level 2	Level 3		Total	Level 1	Level 2	Level 3
Long-term debt	$ 29,581	$ 28,386	$ —	$ 22,726	$ 5,660	$ 31,194	$ 29,371	$ —	$ 23,990	$ 5,381

Fair value of the financial instruments included in the tables above was determined as follows:

Description	Fair Value Methodology
Cash and cash equivalents and Restricted cash (current and non-current)	The carrying amounts of these assets approximate fair value.
Short-term and Long-term investments	Fair value is based on (a) the trading prices of the investment or similar instruments or (b) broker quotes obtained by third-party valuation services.
Long-term debt	Fair values were based on either market prices or the discounted amount of future cash flows using our current incremental rate of borrowing for similar liabilities or assets.

Equity Method Investments. As of September 30, 2023, United holds the following investments, accounted for using the equity method, with a combined carrying value of approximately $232 million:

- CommuteAir LLC. United owns a 40% minority ownership stake in CommuteAir LLC. CommuteAir currently operates 53 regional aircraft under a capacity purchase agreement ("CPA") that has a term through 2026.
- Republic Airways Holdings Inc. United holds a 19% minority interest in Republic Airways Holdings Inc., which is the parent company of Republic Airways Inc. ("Republic"). Republic currently operates 66 regional aircraft under CPAs that have terms through 2036.
- United Airlines Ventures Sustainable Flight Fund (the "Fund"). During the first quarter of 2023, United launched, through its corporate venture capital arm, United Airlines Ventures ("UAV"), an investment vehicle designed to support start-ups focused on decarbonizing air travel by accelerating the research, production and technologies associated with sustainable aviation fuel ("SAF"). The Fund started with more than $100 million in commitments from United and other corporate investors, collectively, as limited partners. UAV transferred certain of its existing SAF investments to the Fund's portfolio. As of September 30, 2023, the Company indirectly holds a 38% ownership interest in the Fund and the Fund has approximately $200 million in commitments from United and other corporate investors.

Other Investments. As of September 30, 2023, United has equity investments in Abra Group Limited, a multinational airline holding company, JetSuiteX, Inc., an independent air carrier doing business as JSX as well as a number of companies with emerging technologies and sustainable solutions. None of these investments have readily determinable fair values. We account for these investments at cost less impairment, adjusted for observable price changes in orderly transactions for an identical or similar investment of the same issuer. As of September 30, 2023, the carrying value of these investments was $425 million.

NOTE 7 — COMMITMENTS AND CONTINGENCIES

Commitments. As of September 30, 2023, United had firm commitments to purchase aircraft from The Boeing Company ("Boeing") and Airbus S.A.S. ("Airbus") as presented in the table below:

		Contractual Aircraft Deliveries			Expected Aircraft Deliveries (b)		
Aircraft Type	Number of Firm Commitments (a)	Last Three Months of 2023	2024	After 2024	Last Three Months of 2023	2024	After 2024
787	150	—	8	142	—	8	142
737 MAX	374	73	100	201	20	77	277
A321neo	130	4	26	100	4	26	100
A321XLR	50	—	—	50	—	—	50
A350	45	—	—	45	—	—	45

(a) United also has options and purchase rights for additional aircraft.

(b) Expected aircraft deliveries reflect adjustments communicated by Boeing and Airbus or estimated by United.

The aircraft listed in the table above are scheduled for delivery through 2033. The amount and timing of the Company's future capital commitments could change to the extent that: (i) the Company and the aircraft manufacturers, with whom the Company has existing orders for new aircraft, agree to modify the contracts governing those orders; (ii) rights are exercised pursuant to the relevant agreements to cancel deliveries or modify the timing of deliveries; or (iii) the aircraft manufacturers are unable to deliver in accordance with the terms of those orders.

On September 28, 2023, United entered into a supplemental agreement with Boeing, pursuant to which United exercised options to purchase 50 Boeing 787-9 aircraft scheduled for delivery between 2028 and 2031 and was granted options to purchase up to an additional 50 Boeing 787 aircraft. In addition, on September 29, 2023, United entered into an amendment to the A320 Family Purchase Agreement, dated December 19, 2019, as amended, with Airbus, pursuant to which United exercised purchase rights to purchase 60 A321neo aircraft scheduled for delivery between 2028 and 2030 and was granted purchase rights to purchase up to an additional 40 A321neo aircraft. The table above reflects the number of firm commitments related to these agreements as well as the contractual and expected aircraft deliveries.

During the nine months ended September 30, 2023, United entered into agreements with third parties to finance through sale and leaseback transactions new Boeing model 737 MAX aircraft subject to purchase agreements between United and Boeing. For certain aircraft, United assigned its right to purchase such aircraft to the buyer, and simultaneous with the buyer's purchase from Boeing, United entered into a long-term lease for such aircraft with the buyer as lessor. Upon delivery of the aircraft in these sale and leaseback transactions, the Company accounted for these aircraft as part of Flight equipment on the Company's consolidated balance sheet and the related obligation recorded in Current maturities of other financial liabilities and Other financial liabilities since they did not qualify for sale recognition (failed sale and leaseback).

As of September 30, 2023, United had additional leases for 47 Embraer E175/E175LL regional jets under a CPA, 12 A321neo mainline aircraft, airport facilities and office space, none of which had commenced as of such date. These leases will commence between fourth quarter 2023 and 2026 with lease terms of up to 12 years.

The table below summarizes United's firm commitments as of September 30, 2023, which include aircraft and related spare engines, aircraft improvements and non-aircraft capital commitments. Aircraft commitments are based on contractual scheduled aircraft deliveries without any adjustments communicated by Boeing and Airbus or estimated by United.

(in billions)		
Last three months of 2023	$	4.6
2024		8.8
2025		8.0
2026		6.1
2027		5.0
After 2027		29.6
	$	62.1

Regional CPAs. During the nine months ended September 30, 2023, United amended several of its CPAs with certain of its regional carriers to increase the contractually agreed fees (carrier costs) paid to those carriers and to add additional aircraft that will replace existing aircraft near the end of their contractual terms. Separately, the Company terminated its CPA and related regional flight operations with Air Wisconsin in June 2023. Our future commitments under our CPAs are dependent on numerous variables, and are, therefore, difficult to predict. The most important of these variables is the number of scheduled block hours. Although we are not required to purchase a minimum number of block hours under certain of our CPAs, we have set forth below estimates of our future payments under the CPAs based on our assumptions. The actual amounts we pay to our regional operators under CPAs could differ materially from these estimates. United's estimates of its future payments under all of the CPAs do not include the portion of the underlying obligation for any aircraft leased to a regional carrier, or deemed to be leased from other regional carriers, and facility rent. For purposes of calculating these estimates, we have assumed (1) the number of block hours flown is based on our anticipated level of flight activity or at any contractual minimum utilization levels if applicable, whichever is higher, (2) that we will reduce the fleet as rapidly as contractually allowed under each CPA, (3) that aircraft utilization, stage length and load factors will remain constant, (4) that each carrier's operational performance will remain at recent historic levels and (5) an annual projected inflation rate. Based on these assumptions as of September 30, 2023, our estimated future payments through the end of the terms of our CPAs are presented in the table below:

(in billions)		
Last three months of 2023	$	0.6
2024		2.2
2025		1.9
2026		2.1
2027		1.6
After 2027		5.7
	$	14.1

Guarantees. As of September 30, 2023, United is the guarantor of approximately $1.9 billion in aggregate principal amount of tax-exempt special facilities revenue bonds and interest thereon. These bonds, issued by various airport municipalities, are payable solely from rentals paid under long-term agreements with the respective governing bodies. The leasing arrangements associated with these obligations are accounted for as operating leases recognized on the Company's consolidated balance sheet with the associated expense recorded on a straight-line basis over the expected lease term. All of these bonds are due between 2024 and 2041.

As of September 30, 2023, United is the guarantor of $81 million of aircraft mortgage debt issued by one of United's regional carriers. The aircraft mortgage debt is subject to similar increased cost provisions as described below for the Company's debt, and the Company would potentially be responsible for those costs under the guarantees.

Increased Cost Provisions. In United's financing transactions that include loans in which United is the borrower, United typically agrees to reimburse lenders for any reduced returns with respect to the loans due to any change in capital requirements and, in the case of loans with respect to which the interest rate is based on the Secured Overnight Financing Rate (SOFR), for

certain other increased costs that the lenders incur in carrying these loans as a result of any change in law, subject, in most cases, to obligations of the lenders to take certain limited steps to mitigate the requirement for, or the amount of, such increased costs. The Company elected to apply the guidance in Accounting Standards Codification 848, Reference Rate Reform, to contracts and transactions that transitioned from the London Interbank Offered Rate (LIBOR) to SOFR. The application of this guidance did not have any material impact on the Company's financial statements. At September 30, 2023, the Company had $11.4 billion of floating rate debt with remaining terms of up to approximately 12 years that are subject to these increased cost provisions. In several financing transactions involving loans or leases from non-U.S. entities, with remaining terms of up to approximately 12 years and an aggregate balance of $8.2 billion, the Company bears the risk of any change in tax laws that would subject loan or lease payments thereunder to non-U.S. entities to withholding taxes, subject to customary exclusions.

Labor. As of September 30, 2023, the Company had approximately 102,000 employees, of whom approximately 83% were represented by various U.S. labor organizations.

In January 2023, the Company's more than 8,000 technicians and related employees represented by the International Brotherhood of Teamsters ratified an extension to their labor contract with United. The agreement becomes amendable in December 2024 and includes a one-year early opener provision that allows for bargaining on a successor agreement to begin in December 2023.

In May 2023, nearly 30,000 fleet service, passenger service, storekeepers, maintenance instructors and fleet technical instructors and related employees represented by the International Association of Machinists & Aerospace Workers ("IAM") ratified five agreements with United. The ratified agreements are effective through 2025. The Company recorded a one-time $48 million expense in conjunction with the ratification. Negotiations with the IAM will continue for agreements to cover security guards in California and central load planners.

In September 2023, the Company's pilots represented by ALPA ratified an agreement with United. The agreement includes numerous work rule changes and pay rate increases during the four-year term. The agreement also includes a provision for a one-time $765 million payment upon ratification.

NOTE 8 — DEBT

As of September 30, 2023, we had $1.75 billion undrawn and available under our revolving credit facility.

Our debt agreements contain customary terms and conditions as well as various affirmative, negative and financial covenants that, among other things, restrict the ability of the Company and its subsidiaries to incur additional indebtedness and pay dividends or repurchase stock. As of September 30, 2023, UAL and United were in compliance with their respective debt covenants.

Equipment Notes. On June 20, 2023, the Company and Wilmington Trust, National Association, as subordination agent and pass through trustee (the "Trustee") under a certain pass through trust newly formed by the Company, entered into the Note Purchase Agreement, dated as of June 20, 2023 (the "Note Purchase Agreement"). The Note Purchase Agreement provides for the issuance by the Company of equipment notes (the "Equipment Notes") in the aggregate principal amount of $1.3 billion to finance 39 Boeing aircraft delivered new to the Company from August 2022 to May 2023. Pursuant to the Note Purchase Agreement, the Trustee purchased Equipment Notes issued under a trust indenture and mortgage (each, an "Indenture" and, collectively, the "Indentures") with respect to each aircraft entered into by the Company and Wilmington Trust, National Association, as mortgagee. Each Indenture provides for the issuance of Equipment Notes in a single series, Series A, bearing interest at the rate of 5.80% per annum. The Equipment Notes were purchased by the Trustee, using the proceeds from the sale of Pass Through Certificates, Series 2023-1A, issued by a pass through trust newly-formed by the Company to facilitate the financing of the aircraft. The interest on the Equipment Notes is payable semi-annually on each January 15 and July 15, beginning on January 15, 2024. The principal payments on the Equipment Notes are scheduled on January 15 and July 15 of each year, beginning on July 15, 2024. The final payments on the Equipment Notes will be due on January 15, 2036.

In the second quarter of 2023, United prepaid $1.0 billion of a 2021 term loan facility. See Note 9 for information related to charges recorded as a result of this prepayment.

The table below presents the Company's contractual principal payments (not including $303 million of unamortized debt discount, premiums and debt issuance costs) at September 30, 2023 under then-outstanding long-term debt agreements (in millions):

Last three months of 2023	$ 739
2024	3,958
2025	3,442
2026	5,235
2027	2,464
After 2027	14,046
	$ 29,884

NOTE 9 — SPECIAL CHARGES

For the three and nine months ended September 30, operating and nonoperating special charges and unrealized (gains) losses on investments in the statements of consolidated operations consisted of the following (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Labor contract ratification bonuses	$ 1	$ —	$ 814	$ —
(Gains) losses on sale of assets and other special charges	28	20	88	124
Total operating special charges	29	20	902	124
Nonoperating unrealized (gains) losses on investments, net	54	(28)	(54)	12
Nonoperating debt extinguishment and modification fees	—	—	11	7
Total nonoperating special charges and unrealized (gains) losses on investments, net	54	(28)	(43)	19
Total operating and nonoperating special charges and unrealized (gains) losses on investments, net	83	(8)	859	143
Income tax benefit, net of valuation allowance	(7)	(7)	(204)	(17)
Total operating and nonoperating special charges and unrealized (gains) losses on investments, net of income taxes	$ 76	$ (15)	$ 655	$ 126

2023

Labor contract ratification bonuses. During the nine months ended September 30, 2023, the Company recorded $814 million of expense associated with the agreements with ALPA, IAM and other work groups. See Note 7 for additional information.

(Gains) losses on sale of assets and other special charges. During the three and nine months ended September 30, 2023, the Company recorded $28 million and $88 million, respectively, of net charges primarily comprised of reserves for various legal

matters, accelerated depreciation related to certain of the Company's assets that will be retired early, an impairment of flight training equipment that is being sold and other gains and losses on the sale of assets.

Nonoperating unrealized (gains) losses on investments, net. During the three and nine months ended September 30, 2023, the Company recorded losses of $54 million and gains of $54 million, respectively, primarily for the change in the market value of its investments in equity securities.

Nonoperating debt extinguishment and modification fees. During the nine months ended September 30, 2023, the Company recorded $11 million of charges primarily related to the prepayment of $1.0 billion of the outstanding principal amount under a 2021 term loan facility.

2022

(Gains) losses on sale of assets and other special charges. During the three and nine months ended September 30, 2022, the Company recorded $20 million and $124 million, respectively, of net charges primarily comprised of $94 million for various legal matters.

Nonoperating unrealized (gains) losses on investments, net. During the three and nine months ended September 30, 2022, the Company recorded gains of $28 million and losses of $12 million, respectively, primarily related to the change in the market value of its investments in equity securities.

Nonoperating debt extinguishment and modification fees. During the nine months ended September 30, 2022, the Company recorded $7 million of charges primarily related to the early redemption of $400 million of the outstanding principal amount of its 4.25% senior notes due 2022.

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

This Management's Discussion and Analysis of Financial Condition and Results of Operations is provided as a supplement to and should be read in conjunction with the consolidated financial statements and related notes included elsewhere in this Quarterly Report on Form 10-Q to enhance the understanding of our results of operations, financial condition and cash flows.

EXECUTIVE SUMMARY

Overview

United Airlines Holdings, Inc. (together with its consolidated subsidiaries, "UAL" or the "Company") is a holding company and its wholly-owned subsidiary is United Airlines, Inc. (together with its consolidated subsidiaries, "United").

This Quarterly Report on Form 10-Q is a combined report of UAL and United, including their respective consolidated financial statements. As UAL consolidates United for financial statement purposes, disclosures that relate to activities of United also apply to UAL, unless otherwise noted. United's operating revenues and operating expenses comprise nearly 100% of UAL's revenues and operating expenses. In addition, United comprises approximately the entire balance of UAL's assets, liabilities and operating cash flows. When appropriate, UAL and United are named specifically for their individual contractual obligations and related disclosures, and any significant differences between the operations and results of UAL and United are separately disclosed and explained. We sometimes use the words "we," "our," "us," and the "Company" in this report for disclosures that relate to all of UAL and United.

Our shared purpose is "Connecting People. Uniting the World." We have the most comprehensive route network among North American carriers, including U.S. mainland hubs in Chicago, Denver, Houston, Los Angeles, New York/Newark, San Francisco and Washington, D.C. The Company transports people and cargo through its mainline operations, which utilize jet aircraft with at least 126 seats, and regional operations, which utilize smaller aircraft that are operated under contract by United Express carriers. The Company serves virtually every major market around the world, either directly or through participation in Star Alliance®, the world's largest airline alliance.

Our current expectations described below are forward-looking statements and our actual results and timing may vary materially based on various factors that include, but are not limited to, those discussed below under "Economic and Market Factors", "Governmental Actions" and "Forward-Looking Information", in Part I, Item 1A. Risk Factors, in our Annual Report on Form 10-K for the fiscal year ended December 31, 2022 (the "2022 Form 10-K") and in Part II, Item 1A. Risk Factors in this report. The Company discusses certain financial measures that are not calculated in accordance with accounting principles generally accepted in the United States of America ("GAAP"); refer to "Supplemental Information" below for further details. The results presented in this report are not necessarily indicative of future operating results.

Economic and Market Factors

The airline industry is highly competitive, marked by significant competition with respect to routes, fares, schedules (both timing and frequency), services, products, customer service and frequent flyer programs. We, like other companies in our industry, have been subject to these and other industry-specific competitive dynamics. In addition, our operations, supply chain, partners and suppliers have been subject to various global macroeconomic factors. We expect to continue to remain vulnerable to a number of industry-specific and global macroeconomic factors that may cause our actual results of operations to differ from our historical results of operations or current expectations. The economic and market factors and trends that we currently believe are or will be most impactful to our results of operations and financial condition include the following: the execution risks associated with our United Next plan; the impact on the Company of significant operational challenges by third parties on which we rely; rising inflationary pressures; labor market and supply chain constraints and related costs affecting us and our partners; volatile fuel prices; aircraft delivery delays; and changes in general economic conditions in the markets in which the Company operates, including an economic downturn leading to a decrease in demand for air travel or fluctuations in foreign currency exchange rates that may impact international travel demand. We continue to monitor the potential favorable or unfavorable impacts of these and other factors on our business, operations, financial condition, future results of operations, liquidity and financial flexibility, which are dependent on future developments, including as a result of those factors discussed in Part I, Item 1A. Risk Factors, of the 2022 Form 10-K and in Part II, Item 1A. Risk Factors in this report. Our future results of operations may be subject to volatility and our growth plans may be delayed, particularly in the short term, due to the impact of the above factors and trends.

Governmental Actions

We operate in complex, highly regulated environments in the U.S., the European Union, the UK and other regions around the world. Compliance with laws, regulations, administrative practices and other restrictions or legal requirements in the countries in which we do business is onerous and expensive. In addition, changes to existing legal requirements, new legal requirements and any failure to comply with legal requirements could negatively impact our business, operations, financial condition, future results of operations, liquidity and financial flexibility by increasing the Company's costs, limiting the Company's ability to offer a product, service or feature to customers, impacting customer demand for the Company's products and services and requiring changes to the Company's supply chain and its business. Legal requirements that we currently believe are or will be most impactful to our results of operations and financial condition include the following: governmental regulations and restrictions relating to the COVID-19 global pandemic, the lasting effects of which we believe have changed how our customers fly in ways that we expect to be both positive and negative for the Company, including the lingering impact of the pandemic on the return of business and international travel demand—especially in our China market—to pre-COVID-19 levels; the closure of our flying airspace and termination of other operations due to regional conflicts, including the continuation of the suspension of our overflying in Russian airspace as a result of the Russia-Ukraine military conflict and to Tel Aviv as a result of the Israeli-Palestinian military conflict and an escalation of the broader economic consequences of the conflicts beyond their current scope; and any legal requirement that would result in a reshaping of the benefits that we provide to our consumers through the co-branded credit cards issued by our partner. Changes in existing applicable legal requirements or new applicable legal requirements and the related interpretations and enforcement practices of them create uncertainty about how such laws and regulations will be interpreted and applied. As a result, the impact of changing and new legal requirements generally cannot be reasonably predicted and those requirements may ultimately require extensive system and operational changes, be difficult to implement, increase our operating costs and require significant capital expenditures.

RESULTS OF OPERATIONS

The following discussion provides an analysis of our results of operations and reasons for material changes therein for the three and nine months ended September 30, 2023, as compared to the corresponding periods in 2022.

Third Quarter 2023 Compared to Third Quarter 2022

The Company recorded net income of $1.1 billion for the third quarter of 2023 as compared to $942 million for the third quarter of 2022. The Company considers a key measure of its performance to be operating income, which was $1.7 billion for the third quarter of 2023, as compared to $1.5 billion for the third quarter of 2022, an approximately $281 million increase year-over-year, primarily as a result of increased demand for air travel and lower fuel costs. Significant components of the Company's operating results for the three months ended September 30 are as follows (in millions, except percentage changes):

	2023	2022	Increase (Decrease)	% Change
Operating revenue	$ 14,484	$ 12,877	$ 1,607	12.5
Operating expense	12,745	11,419	1,326	11.6
Operating income	1,739	1,458	281	19.3
Nonoperating expense, net	(254)	(305)	(51)	(16.7)
Income tax expense	348	211	137	64.9
Net income	$ 1,137	$ 942	$ 195	20.7

Certain consolidated statistical information for the Company's operations for the three months ended September 30 is as follows:

	2023	2022	Increase (Decrease)	% Change
Passengers (thousands) (a)	44,381	38,802	5,579	14.4
Revenue passenger miles ("RPMs" or "traffic") (millions) (b)	67,691	59,087	8,604	14.6
Available seat miles ("ASMs" or "capacity") (millions) (c)	78,348	67,695	10,653	15.7
Passenger load factor (d)	86.4 %	87.3 %	(0.9) pts.	N/A
Passenger revenue per available seat mile ("PRASM") (cents)	17.04	17.21	(0.17)	(1.0)
Total revenue per ASM ("TRASM") (cents)	18.49	19.02	(0.53)	(2.8)
Average yield per revenue passenger mile ("Yield") (cents) (e)	19.72	19.72	—	—
Cargo revenue ton miles ("CTM") (millions) (f)	766	733	33	4.5
Cost per ASM ("CASM") (cents)	16.27	16.87	(0.60)	(3.6)
CASM-ex (Non-GAAP) (cents) (g)	11.51	11.22	0.29	2.6
Average price per gallon of fuel, including fuel taxes	$ 2.95	$ 3.81	$ (0.86)	(22.6)
Fuel gallons consumed (millions)	1,132	985	147	14.9
Employee headcount, as of September 30	102,000	90,800	11,200	12.3

(a) The number of revenue passengers measured by each flight segment flown.

(b) The number of scheduled miles flown by revenue passengers.

(c) The number of seats available for passengers multiplied by the number of scheduled miles those seats are flown.

(d) Revenue passenger miles divided by available seat miles.

(e) The average passenger revenue received for each revenue passenger mile flown.

(f) The number of cargo revenue tons transported multiplied by the number of miles flown.

(g) CASM excluding fuel, profit sharing, third-party business expense and special charges. See "Supplemental Information" below for a reconciliation to CASM, the most directly comparable GAAP measure.

Operating Revenue. The table below shows year-over-year comparisons by type of operating revenue for the three months ended September 30 (in millions, except for percentage changes):

	2023	2022	Increase (Decrease)	% Change
Passenger revenue	$ 13,349	$ 11,653	$ 1,696	14.6
Cargo	333	498	(165)	(33.1)
Other operating revenue	802	726	76	10.5
Total operating revenue	$ 14,484	$ 12,877	$ 1,607	12.5

The table below presents selected third quarter passenger revenue and operating data, broken out by geographic region, expressed as year-over-year changes:

	Increase (decrease) from 2022:				
	Domestic	Atlantic	Pacific	Latin	Total
Passenger revenue (in millions)	$ 613	$ 446	$ 599	$ 38	$ 1,696
Passenger revenue	8.7 %	15.4 %	92.7 %	3.6 %	14.6 %
Average fare per passenger	(4.9)%	6.8 %	7.4 %	(4.3)%	0.2 %
Yield	(1.7)%	6.6 %	2.9 %	(5.8)%	— %
PRASM	(2.1)%	4.0 %	3.8 %	(5.9)%	(1.0)%
Passengers	14.3 %	8.1 %	79.4 %	8.3 %	14.4 %
RPMs	10.5 %	8.3 %	87.3 %	9.9 %	14.6 %
ASMs	10.9 %	10.9 %	85.7 %	10.1 %	15.7 %
Passenger load factor (points)	(0.3)	(2.2)	0.7	(0.1)	(0.9)

Passenger revenue increased $1.7 billion, or 14.6%, in the third quarter of 2023 as compared to the year-ago period, primarily due to a 15.7% increase in capacity, partially offset by a slight decrease in passenger load factor.

Cargo revenue decreased $165 million, or 33.1%, in the third quarter of 2023 as compared to the year-ago period, primarily due to lower yields as a result of increased market capacity and rate pressures.

Other operating revenue increased $76 million, or 10.5%, in the third quarter of 2023 as compared to the year-ago period, primarily due to an increase in mileage revenue from non-airline partners, including credit card spending with the co-branded credit card partner, JPMorgan Chase Bank, N.A., as well as an increase in the purchases of United Club memberships, visitor volume and purchases of one-time lounge passes.

Operating Expenses. The table below includes data related to the Company's operating expenses for the three months ended September 30 (in millions, except for percentage changes):

	2023	2022	Increase (Decrease)	% Change (a)
Salaries and related costs	$ 3,914	$ 2,843	$ 1,071	37.7
Aircraft fuel	3,342	3,755	(413)	(11.0)
Landing fees and other rent	801	639	162	25.4
Aircraft maintenance materials and outside repairs	684	619	65	10.5
Depreciation and amortization	663	610	53	8.7
Regional capacity purchase	592	596	(4)	(0.7)
Distribution expenses	516	482	34	7.1
Aircraft rent	46	65	(19)	(29.2)
Special charges	29	20	9	NM
Other operating expenses	2,158	1,790	368	20.6
Total operating expenses	$ 12,745	$ 11,419	$ 1,326	11.6

(a) NM - Greater than 100% change or otherwise not meaningful.

Salaries and related costs increased $1.1 billion, or 37.7%, in the third quarter of 2023 as compared to the year-ago period, primarily due to approximately 12% increase in headcount from increased flight activity, accruals for pay rate increases related to a new collective bargaining agreement with employees represented by the Air Line Pilots Association ("ALPA"), annual wage rate increases across employee groups and an increase of $293 million in profit sharing expense due to both an increase in pre-tax income and a change in the profit sharing formula as a result of the new pilot agreement.

Aircraft fuel expense decreased by $413 million, or 11.0%, in the third quarter of 2023 as compared to the year-ago period, due to a lower average price per gallon of fuel, partially offset by increased consumption from higher flight activity. The table below presents the significant changes in aircraft fuel cost per gallon in the three months ended September 30, 2023 as compared to the year-ago period (in millions, except percentage change and per gallon data):

	2023	2022	Increase (Decrease)	% Change
Fuel expense	$ 3,342	$ 3,755	$ (413)	(11.0)%
Fuel consumption (gallons)	1,132	985	147	14.9 %
Average price per gallon	$ 2.95	$ 3.81	$ (0.86)	(22.6)%

Landing fees and other rent increased $162 million, or 25.4%, in the third quarter of 2023 as compared to the year-ago period, primarily due to increased flying driving higher landed weight volume and a higher number of enplaned passengers.

Aircraft maintenance materials and outside repairs increased $65 million, or 10.5%, in the third quarter of 2023 as compared to the year-ago period, primarily due to increased flight activity driving higher maintenance materials usage and increased volumes of both engine overhauls and airframe heavy maintenance checks.

Depreciation expense increased $53 million, or 8.7%, in the third quarter of 2023 as compared to the year-ago period, primarily due to new aircraft inducted into service.

Distribution expenses increased $34 million, or 7.1%, in the third quarter of 2023 as compared to the year-ago period, primarily due to higher credit card fees, agency commissions and global distribution fees driven by the overall increase in passenger revenue.

Details of the Company's special charges include the following for the three months ended September 30 (in millions):

	2023	2022
Labor contract ratification bonuses	$ 1	$ —
(Gains) losses on sale of assets and other special charges	28	20
Special charges	$ 29	$ 20

See Note 9 to the financial statements included in Part I, Item 1 of this report for additional information on the Company's special charges.

Other operating expenses increased $368 million, or 20.6%, in the third quarter of 2023 as compared to the year ago period, primarily due to increases in ground handling, passenger services, food and beverage offerings and consumption, navigation fees and personnel-related costs as a direct result of the increase in flight activity and inflationary pressures and higher expenditures on information technology projects and services.

Nonoperating Income (Expense). The table below shows year-over-year comparisons of the Company's nonoperating income (expense) for the three months ended September 30 (in millions, except for percentage changes):

	2023	2022	Increase (Decrease)	% Change
Interest expense	$ (493)	$ (455)	$ 38	8.4
Interest income	234	104	130	NM
Interest capitalized	48	27	21	77.8
Unrealized gains (losses) on investments, net	(54)	28	(82)	NM
Miscellaneous, net	11	(9)	(20)	NM
Total	$ (254)	$ (305)	$ (51)	(16.7)

Interest expense increased $38 million, or 8.4%, in the third quarter of 2023 as compared to the year-ago period, primarily due to higher interest rates on variable rate debt and new debt issuances in the current period, partially offset by reduced interest expense on the prepayment of $1.0 billion of debt in the second quarter of 2023.

Interest income increased $130 million in the third quarter of 2023 as compared to the year-ago period, primarily due to higher short-term investments in U.S. government and agency notes.

Unrealized losses on investments, net, was $54 million in the third quarter of 2023 as compared to $28 million in unrealized gains in the year-ago period, primarily due to the change in the market value of the Company's investments in equity securities. See Note 6 to the financial statements included in Part I, Item 1 of this report for information related to these equity investments.

Income Taxes. See Note 4 to the financial statements included in Part I, Item 1 of this report for information related to income taxes.

First Nine Months 2023 Compared to First Nine Months 2022

The Company recorded net income of $2.0 billion in the first nine months of 2023 as compared to a net loss of $106 million in the first nine months of 2022. The Company's operating income was $3.2 billion for the first nine months of 2023, as compared to $960 million for the first nine months of 2022, an approximately $2.3 billion increase year-over-year, primarily as a result of increased demand for air travel and lower fuel costs. Significant components of the Company's operating results for the nine months ended September 30 are as follows (in millions, except percentage changes):

	2023	2022	Increase (Decrease)	% Change
Operating revenue	$ 40,091	$ 32,555	$ 7,536	23.1
Operating expense	36,878	31,595	5,283	16.7
Operating income	3,213	960	2,253	NM
Nonoperating expense, net	(597)	(1,100)	(503)	(45.7)
Income tax expense (benefit)	598	(34)	632	NM
Net income (loss)	$ 2,018	$ (106)	$ 2,124	NM

Certain consolidated statistical information for the Company's operations for the nine months ended September 30 is as follows:

	2023	2022	Increase (Decrease)	% Change
Passengers (thousands)	123,148	106,058	17,090	16.1
RPMs (millions)	183,764	152,033	31,731	20.9
ASMs (millions)	217,606	183,564	34,042	18.5
Passenger load factor	84.4 %	82.8 %	1.6 pts.	N/A
PRASM (cents)	16.83	15.71	1.12	7.1
TRASM (cents)	18.42	17.73	0.69	3.9
Yield (cents)	19.93	18.96	0.97	5.1
CTM (millions)	2,265	2,276	(11)	(0.5)
CASM (cents)	16.95	17.21	(0.26)	(1.5)
CASM-ex (Non-GAAP) (cents) (a)	11.94	11.74	0.20	1.7
Average price per gallon of fuel, including fuel taxes	$ 2.97	$ 3.67	$ (0.70)	(19.1)
Fuel gallons consumed (millions)	3,146	2,672	474	17.7
Employee headcount, as of September 30	102,000	90,800	11,200	12.3

(a) See "Supplemental Information" below for a reconciliation to CASM, the most directly comparable GAAP measure.

Operating Revenue. The table below shows year-over-year comparisons by type of operating revenue for the nine months ended September 30 (in millions, except for percentage changes):

	2023	2022	Increase (Decrease)	% Change
Passenger revenue	$ 36,625	$ 28,830	$ 7,795	27.0
Cargo	1,093	1,699	(606)	(35.7)
Other operating revenue	2,373	2,026	347	17.1
Total operating revenue	$ 40,091	$ 32,555	$ 7,536	23.1

The table below presents selected passenger revenue and operating data, broken out by geographic region, expressed as year-over-year changes for the nine months ended September 30, 2023 compared to the nine months ended September 30, 2022:

	Increase (decrease) from 2022:				
	Domestic	Atlantic	Pacific	Latin	Total
Passenger revenue (in millions)	$ 3,143	$ 2,085	$ 2,021	$ 546	$ 7,795
Passenger revenue	16.8 %	35.5 %	NM	18.6 %	27.0 %
Average fare per passenger	1.7 %	10.5 %	10.1 %	12.8 %	9.4 %
Yield	4.1 %	10.7 %	(1.9)%	11.8 %	5.1 %
PRASM	4.0 %	11.4 %	27.7 %	18.1 %	7.1 %
Passengers	14.9 %	22.6 %	NM	5.2 %	16.1 %
RPMs	12.2 %	22.3 %	NM	6.1 %	20.9 %
ASMs	12.3 %	21.6 %	NM	0.5 %	18.5 %
Passenger load factor (points)	(0.1)	0.5	18.9	4.6	1.6

Passenger revenue increased $7.8 billion, or 27.0%, in the first nine months of 2023 as compared to the year-ago period, primarily due to an 18.5% increase in capacity as well as strength in both yield and passenger load factor.

Cargo revenue decreased $606 million, or 35.7%, in the first nine months of 2023 as compared to the year-ago period, primarily due to lower yields as a result of increased market capacity and rate pressures.

Other operating revenue increased $347 million, or 17.1%, in the first nine months of 2023 as compared to the year-ago period, primarily due to an increase in mileage revenue from non-airline partners, including credit card spending and new credit card member acquisitions with the co-branded credit card partner, JPMorgan Chase Bank, N.A., as well as United Club re-openings and related increases in the purchases of United Club memberships and one-time lounge passes as compared to the year-ago period.

Operating Expenses. The table below includes data related to the Company's operating expenses for the nine months ended September 30 (in millions, except for percentage changes):

	2023	2022	Increase (Decrease)	% Change
Salaries and related costs	$ 10,946	$ 8,466	$ 2,480	29.3
Aircraft fuel	9,336	9,796	(460)	(4.7)
Landing fees and other rent	2,283	1,919	364	19.0
Aircraft maintenance materials and outside repairs	2,072	1,553	519	33.4
Depreciation and amortization	1,987	1,832	155	8.5
Regional capacity purchase	1,806	1,728	78	4.5
Distribution expenses	1,406	1,101	305	27.7
Aircraft rent	151	193	(42)	(21.8)
Special charges	902	124	778	NM
Other operating expenses	5,989	4,883	1,106	22.7
Total operating expenses	$ 36,878	$ 31,595	$ 5,283	16.7

Salaries and related costs increased $2.5 billion, or 29.3%, in the first nine months of 2023 as compared to the year-ago period, primarily due to approximately 12% increase in headcount from increased flight activity, accruals for pay rate increases related to a new collective bargaining agreement with employees represented by ALPA, annual wage rate increases across employee groups and an increase of $513 million in profit sharing expense due to both an increase in pre-tax income and a change in the profit sharing formula as a result of the new pilot agreement.

Aircraft fuel expense decreased $460 million, or 4.7%, in the first nine months of 2023 as compared to the year-ago period, primarily due to a lower average price per gallon of fuel, partially offset by increased consumption from higher flight activity. The table below presents the significant changes in aircraft fuel cost per gallon in the nine months ended September 30, 2023, as compared to the year-ago period (in millions, except percentage change and per gallon data):

	2023	2022	Increase (Decrease)	% Change
Fuel expense	$ 9,336	$ 9,796	$ (460)	(4.7)%
Fuel consumption (gallons)	3,146	2,672	474	17.7 %
Average price per gallon	$ 2.97	$ 3.67	$ (0.70)	(19.1)%

Landing fees and other rent increased $364 million, or 19.0%, in the first nine months of 2023 as compared to the year-ago period, primarily due to increased flying driving higher landed weight volume and a higher number of enplaned passengers.

Aircraft maintenance materials and outside repairs increased $519 million, or 33.4%, in the first nine months of 2023 as compared to the year-ago period, primarily due to increased flight activity and increased volumes of both engine overhauls and airframe heavy maintenance checks.

Depreciation expense increased $155 million, or 8.5%, in the first nine months of 2023 as compared to the year-ago period, primarily due to new aircraft inducted into service.

Regional capacity purchase increased $78 million, or 4.5%, in the first nine months of 2023 as compared to the year-ago period despite an approximately 16% reduction in regional capacity, primarily due to rate increases under various capacity purchase agreements with regional carriers.

Distribution expenses increased $305 million, or 27.7%, in the first nine months of 2023 as compared to the year-ago period, primarily due to higher credit card fees, travel agency commissions and global distribution fees driven by the overall increase in passenger revenue.

Details of the Company's special charges include the following for the nine months ended September 30 (in millions):

	2023	2022
Labor contract ratification bonuses	$ 814	$ —
(Gains) losses on sale of assets and other special charges	88	124
Special charges	$ 902	$ 124

See Note 9 to the financial statements included in Part I, Item 1 of this report for additional information on the Company's special charges.

Other operating expenses increased $1.1 billion, or 22.7%, in the first nine months of 2023 as compared to the year-ago period, primarily due to increases in ground handling, passenger services, food and beverage offerings and consumption, navigation fees and personnel-related costs as a direct result of the increase in flight activity and inflationary pressures and higher expenditures on information technology projects and services.

Nonoperating Income (Expense). The following table illustrates the year-over-year dollar and percentage changes in the Company's nonoperating income (expense) for the nine months ended September 30 (in millions, except for percentage changes):

	2023	2022	Increase (Decrease)	% Change
Interest expense	$ (1,472)	$ (1,299)	$ 173	13.3
Interest income	620	142	478	NM
Interest capitalized	128	73	55	75.3
Unrealized gains (losses) on investments, net	54	(12)	(66)	NM
Miscellaneous, net	73	(4)	(77)	NM
Total	$ (597)	$ (1,100)	$ (503)	(45.7)

Interest expense increased $173 million, or 13.3%, in the first nine months of 2023 as compared to the year-ago period, primarily due to higher interest rates on variable rate debt and new debt issuances in the current period, partially offset by reduced interest expense on the prepayment of $1.0 billion of debt in the second quarter of 2023.

Interest income increased $478 million in the first nine months of 2023 as compared to the year-ago period, primarily due to higher short-term investments in U.S. government and agency notes. See Note 6 to the financial statements included in Part I, Item 1 of this report for additional information.

Unrealized gains on investments, net, was $54 million in the first nine months of 2023 as compared to $12 million in unrealized losses in the year-ago period, primarily due to the change in the market value of the Company's investments in equity securities. See Note 6 to the financial statements included in Part I, Item 1 of this report for information related to these equity investments.

Miscellaneous, net changed by $77 million in the first nine months of 2023 as compared to the year-ago period, primarily due to lower foreign exchange losses and higher benefit from the pensions and postretirement benefit plans.

Income Taxes. See Note 4 to the financial statements included in Part I, Item 1 of this report for information related to income taxes.

LIQUIDITY AND CAPITAL RESOURCES

Current Liquidity

As of September 30, 2023, the Company had $17.1 billion in unrestricted cash, cash equivalents and short-term investments, as compared to $16.4 billion at December 31, 2022. We believe that our existing cash, cash equivalents and short-term investments, together with cash generated from operations, will be sufficient to satisfy our anticipated liquidity needs for the next twelve months, and we expect to meet our long-term liquidity needs with our anticipated access to the capital markets and projected cash from operations. We regularly assess our anticipated working capital needs, debt and leverage levels, debt maturities, capital expenditure requirements (including in connection with our capital commitments for our firm order aircraft) and future investments or acquisitions in order to maximize stockholder return, efficiently finance our ongoing operations and maintain flexibility for future strategic transactions. We also regularly evaluate our liquidity and capital structure to ensure financial risks, liquidity access and cost of capital are each managed efficiently.

The Company has a $1.75 billion revolving credit facility (the "Revolving Credit Facility") expiring April 21, 2025 (subject to customary extension rights). The Revolving Credit Facility is secured by certain route authorities and airport slots and gates. No borrowings were outstanding under the Revolving Credit Facility at September 30, 2023.

We have a significant amount of fixed obligations, including debt, leases of aircraft, airport and other facilities, and pension funding obligations. As of September 30, 2023, the Company had approximately $36.7 billion of debt, finance lease, operating lease and other financial liabilities, including $4.6 billion that will become due in the next 12 months. In addition, we have

substantial noncancelable commitments for capital expenditures, including the acquisition of certain new aircraft and related spare engines. Our debt agreements contain customary terms and conditions as well as various affirmative, negative and financial covenants that, among other things, restrict the ability of the Company and its subsidiaries to incur additional indebtedness and pay dividends or repurchase stock. As of September 30, 2023, UAL and United were in compliance with their respective debt covenants. As of September 30, 2023, a substantial portion of the Company's assets, principally aircraft and certain related assets, its loyalty program, certain route authorities and airport slots and gates, was pledged under various loan and other agreements. See Note 8 to the financial statements included in Part I, Item 1 of this report for additional information on aircraft financing and other debt instruments.

The Company has backstop financing commitments available from certain of its aircraft manufacturers for a limited number of its future aircraft deliveries, subject to certain customary conditions. See Note 7 to the financial statements included in Part I, Item I of this report for additional information on commitments.

As of September 30, 2023, United had firm commitments to purchase aircraft from The Boeing Company ("Boeing") and Airbus S.A.S. ("Airbus") as presented in the table below:

		Contractual Aircraft Deliveries			Expected Aircraft Deliveries (b)		
Aircraft Type	**Number of Firm Commitments (a)**	**Last Three Months of 2023**	**2024**	**After 2024**	**Last Three Months of 2023**	**2024**	**After 2024**
787	150	—	8	142	—	8	142
737 MAX	374	73	100	201	20	77	277
A321neo	130	4	26	100	4	26	100
A321XLR	50	—	—	50	—	—	50
A350	45	—	—	45	—	—	45

(a) United also has options and purchase rights for additional aircraft.

(b) Expected aircraft deliveries reflect adjustments communicated by Boeing and Airbus or estimated by United.

The aircraft listed in the table above are scheduled for delivery through 2033. The amount and timing of the Company's future capital commitments could change to the extent that: (i) the Company and the aircraft manufacturers, with whom the Company has existing orders for new aircraft, agree to modify the contracts governing those orders; (ii) rights are exercised pursuant to the relevant agreements to cancel deliveries or modify the timing of deliveries; or (iii) the aircraft manufacturers are unable to deliver in accordance with the terms of those orders.

On September 28, 2023, United entered into a supplemental agreement with Boeing, pursuant to which United exercised options to purchase 50 Boeing 787-9 aircraft scheduled for delivery between 2028 and 2031 and was granted options to purchase up to an additional 50 Boeing 787 aircraft. In addition, on September 29, 2023, United entered into an amendment to the A320 Family Purchase Agreement, dated December 19, 2019, as amended, with Airbus, pursuant to which United exercised purchase rights to purchase 60 A321neo aircraft scheduled for delivery between 2028 and 2030 and was granted purchase rights to purchase up to an additional 40 A321neo aircraft. The table above reflects the number of firm commitments related to these agreements as well as the contractual and expected aircraft deliveries.

The table below summarizes United's firm commitments as of September 30, 2023, which include aircraft and related spare engines, aircraft improvements and non-aircraft capital commitments. Aircraft commitments are based on contractual scheduled aircraft deliveries without any adjustments communicated by Boeing and Airbus or estimated by United.

(in billions)	
Last three months of 2023	$ 4.6
2024	8.8
2025	8.0
2026	6.1
2027	5.0
After 2027	29.6
	$ 62.1

Sources and Uses of Cash

The following table summarizes our cash flows for the nine months ended September 30 (in millions):

	2023	2022	Increase (Decrease)
Total cash provided by (used in):			
Operating activities	$ 7,821	$ 4,908	$ 2,913
Investing activities	(5,363)	(9,442)	(4,079)
Financing activities	(1,769)	(2,472)	(703)
Net increase (decrease) in cash, cash equivalents and restricted cash	$ 689	$ (7,006)	$ 7,695

Operating Activities. Cash flows provided by operations increased $2.9 billion in the first nine months of 2023 as compared to the year-ago period, primarily due to an increase in operating income as improvements in the demand for air travel continued.

Investing Activities. Cash flows used in investing activities decreased $4.1 billion in the first nine months of 2023 as compared to the year-ago period, primarily due to a $7.6 billion increase in proceeds from the sale of short-term and other investments, partially offset by a $2.8 billion increase in capital expenditures. Capital expenditures were primarily attributable to the purchase of aircraft, aircraft improvements and advance deposits for future aircraft purchases.

Financing Activities. Significant financing events in the nine months ended September 30, 2023 were as follows:

Debt, Finance Lease and Other Financing Liability Principal Payments. During the nine months ended September 30, 2023 and 2022, the Company made payments for debt, finance leases, and other financing liabilities of $3.4 billion and $2.6 billion, respectively. The payments in the first nine months of 2023 included a prepayment of $1.0 billion for a 2021 term loan facility.

Debt and Other Financing Liabilities Issuances. On June 20, 2023, the Company and Wilmington Trust, National Association, as subordination agent and pass through trustee (the "Trustee") under a certain pass through trust newly formed by the Company, entered into the Note Purchase Agreement, dated as of June 20, 2023 (the "Note Purchase Agreement"). The Note Purchase Agreement provides for the issuance by the Company of equipment notes (the "Equipment Notes") in the aggregate principal amount of $1.3 billion to finance 39 Boeing aircraft delivered new to the Company from August 2022 to May 2023. Pursuant to the Note Purchase Agreement, the Trustee purchased Equipment Notes issued under a trust indenture and mortgage (each, an "Indenture" and, collectively, the "Indentures") with respect to each aircraft entered into by the Company and Wilmington Trust, National Association, as mortgagee. Each Indenture provides for the issuance of Equipment Notes in a single series, Series A, bearing interest at the rate of 5.80% per annum. The Equipment Notes were purchased by the Trustee, using the proceeds from the sale of Pass Through Certificates, Series 2023-1A, issued by a pass through trust newly-formed by the Company to facilitate the financing of the aircraft. The interest on the Equipment Notes is payable semi-annually on each January 15 and July 15, beginning on January 15, 2024. The principal payments on the Equipment Notes are scheduled on January 15 and July 15 of each year, beginning on July 15, 2024. The final payments on the Equipment Notes will be due on January 15, 2036.

See Note 8 to the financial statements included in Part I, Item 1 of this report for additional information.

Credit Ratings. As of the filing date of this report, UAL and United had the following corporate credit ratings:

	S&P	Moody's	Fitch
UAL	BB-	Ba2	B+
United	BB-	*	B+

*The credit agency does not issue corporate credit ratings for subsidiary entities.

These credit ratings are below investment grade levels; however, the Company has been able to secure financing with investment grade credit ratings for certain enhanced equipment trust certificates, term loans and secured bond financings. Downgrades from these rating levels, among other things, could restrict the availability, or increase the cost, of future financing for the Company as well as affect the fair market value of existing debt. A rating reflects only the view of a rating agency and is not a recommendation to buy, sell or hold securities. Ratings can be revised upward or downward at any time by a rating agency if such rating agency decides that circumstances warrant such a change.

Commitments, Contingencies and Liquidity Matters. As described in the 2022 Form 10-K, the Company's liquidity may be adversely impacted by a variety of factors, including, but not limited to, pension funding obligations, reserve requirements associated with credit card processing agreements, guarantees, commitments and contingencies.

See the 2022 Form 10-K and Notes 6, 7 and 8 to the financial statements contained in Part I, Item 1 of this report for additional information.

CRITICAL ACCOUNTING POLICIES

See "Critical Accounting Policies" in Part II, Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations in the 2022 Form 10-K.

Supplemental Information

The Company evaluates its financial performance utilizing various GAAP and non-GAAP financial measures, including CASM-ex. The Company has provided CASM-ex, a non-GAAP financial measure, which is not calculated or presented in accordance with GAAP, as supplemental information and in addition to the financial measure that is calculated and presented in accordance with GAAP. Management believes that adjusting for special charges is useful to investors because special charges are not indicative of UAL's ongoing performance. Management also believes that excluding third-party business expenses, such as expenses associated with maintenance and ground handling for third parties, from CASM provides more meaningful disclosure because these expenses are not directly related to the Company's core business. Management also believes that excluding fuel costs from CASM is useful to investors because it provides an additional measure of management's performance excluding the effects of a significant cost item over which management has limited influence. Management also believes that excluding profit sharing from CASM allows investors to better understand and analyze the Company's operating cost performance and provides a more meaningful comparison of our core operating costs to the airline industry.

Because this non-GAAP financial measure is not calculated in accordance with GAAP, it should not be considered superior to, and is not intended to be considered in isolation or as a substitute for, the related GAAP financial measure and may not be the same as or comparable to any similarly titled measures presented by other companies due to possible differences in method and in the items being adjusted. We encourage investors to review our financial statements and publicly-filed reports in their entirety and not to rely on any single financial measure.

Below is a reconciliation of the non-GAAP financial measure provided in this report (CASM-ex) to the most directly comparable GAAP financial measure (CASM) (in cents):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
CASM (GAAP)	16.27	16.87	16.95	17.21
Fuel expense	4.26	5.55	4.29	5.34
Special charges	0.04	0.03	0.42	0.07
Profit sharing	0.39	0.01	0.24	—
Third-party business expenses	0.07	0.06	0.06	0.06
CASM-ex (Non-GAAP)	11.51	11.22	11.94	11.74

FORWARD-LOOKING INFORMATION

This report contains certain "forward-looking statements," within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, including in Part I, Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations and elsewhere, relating to, among other things, goals, plans and projections regarding the Company's financial position, results of operations, market position, capacity, fleet, product development, ESG-related strategy initiatives and business strategy. Such forward-looking statements are based on historical performance and current expectations, estimates, forecasts and projections about the Company's future financial results, goals, plans and objectives and involve inherent risks, assumptions and uncertainties, known or unknown, including internal or external factors that could delay, divert or change any of them, that are difficult to predict, may be beyond the Company's control and could cause the Company's future financial results, goals, plans and objectives to differ materially from those expressed in, or implied by, the statements. Words such as "should," "could," "would," "will," "may," "expects," "plans," "intends," "anticipates," "indicates," "remains," "believes," "estimates," "projects," "forecast," "guidance," "outlook," "goals," "targets," "pledge," "confident," "optimistic," "dedicated," "positioned," and other words and terms of similar meaning and expression are intended to identify forward-looking statements, although not all forward-looking statements contain such terms. All statements, other than those that relate solely to historical facts, are forward-looking statements.

Additionally, forward-looking statements include conditional statements and statements that identify uncertainties or trends, discuss the possible future effects of known trends or uncertainties, or that indicate that the future effects of known trends or

uncertainties cannot be predicted, guaranteed or assured. All forward-looking statements in this report are based upon information available to us on the date of this report. We undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events, changed circumstances or otherwise, except as required by applicable law or regulation.

Our actual results could differ materially from these forward-looking statements due to numerous factors including, without limitation, the following: execution risks associated with our strategic operating plan; changes in our network strategy or other factors outside our control resulting in less economic aircraft orders, costs related to modification or termination of aircraft orders or entry into less favorable aircraft orders, as well as any inability to accept or integrate new aircraft into our fleet as planned; any failure to effectively manage, and receive anticipated benefits and returns from, acquisitions, divestitures, investments, joint ventures and other portfolio actions, as well as related costs or other issues, or related exposures to unknown liabilities or other issues or underperformance as compared to our expectations; the adverse impacts of the ongoing COVID-19 global pandemic on our business, operating results, financial condition and liquidity; adverse publicity, harm to our brand, reduced travel demand, potential tort liability and voluntary or mandatory operational restrictions as a result of an accident, catastrophe or incident involving us, our regional carriers, our codeshare partners or another airline; the highly competitive nature of the global airline industry and susceptibility of the industry to price discounting and changes in capacity, including as a result of alliances, joint business arrangements or other consolidations; our reliance on a limited number of suppliers to source a majority of our aircraft and certain parts, and the impact of any failure to obtain timely deliveries, additional equipment or support from any of these suppliers; disruptions to our regional network and United Express flights provided by third-party regional carriers; unfavorable economic and political conditions in the United States and globally; reliance on third-party service providers and the impact of any significant failure of these parties to perform as expected, or interruptions in our relationships with these providers or their provision of services; extended interruptions or disruptions in service at major airports where we operate and space, facility and infrastructure constraints at our hubs or other airports; geopolitical conflict, terrorist attacks or security events (including the continuation of the suspension of our overflying in Russian airspace as a result of the Russia-Ukraine military conflict and to Tel Aviv as a result of the Israeli-Palestinian military conflict and an escalation of the broader economic consequences of the conflicts beyond their current scope); any damage to our reputation or brand image; our reliance on technology and automated systems to operate our business and the impact of any significant failure or disruption of, or failure to effectively integrate and implement, the technology or systems; increasing privacy and data security obligations or a significant data breach; increased use of social media platforms by us, our employees and others; the impacts of union disputes, employee strikes or slowdowns, and other labor-related disruptions or regulatory compliance costs on our operations or financial performance; any failure to attract, train or retain skilled personnel, including our senior management team or other key employees; the monetary and operational costs of compliance with extensive government regulation of the airline industry; current or future litigation and regulatory actions, or failure to comply with the terms of any settlement, order or arrangement relating to these actions; costs, liabilities and risks associated with environmental regulation and climate change, including our climate goals; high and/or volatile fuel prices or significant disruptions in the supply of aircraft fuel; the impacts of our significant amount of financial leverage from fixed obligations and the impacts of insufficient liquidity on our financial condition and business; failure to comply with financial and other covenants governing our debt, including our MileagePlus® financing agreements; the impacts of the phase out of the London interbank offer rate; limitations on our ability to use our net operating loss carryforwards and certain other tax attributes to offset future taxable income for U.S. federal income tax purposes; our failure to realize the full value of our intangible assets or our long-lived assets, causing us to record impairments; fluctuations in the price of our common stock; the impacts of seasonality and other factors associated with the airline industry; increases in insurance costs or inadequate insurance coverage and other risks and uncertainties set forth under Part I, Item 1A. Risk Factors, of the 2022 Form 10-K and Part II, Item 1A. Risk Factors of this report, and under "Economic and Market Factors" and "Governmental Actions" in Part I, Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations, of this report, as well as other risks and uncertainties set forth from time to time in the reports we file with the SEC.

The foregoing list sets forth many, but not all, of the factors that could impact our ability to achieve results described in any forward-looking statements. Investors should understand that it is not possible to predict or identify all such factors and should not consider this list to be a complete statement of all potential risks and uncertainties. It is routine for our internal projections and expectations to change as the year or each quarter in the year progresses, and therefore it should be clearly understood that the internal projections, beliefs and assumptions upon which we base our expectations may change. For instance, we regularly monitor future demand and booking trends and adjust capacity, as needed. As such, our actual flown capacity may differ materially from currently published flight schedules or current estimations.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

There have been no material changes in market risk from the information provided in Part II, Item 7A, Quantitative and Qualitative Disclosures About Market Risk, in our 2022 Form 10-K.

ITEM 4. CONTROLS AND PROCEDURES.

Evaluation of Disclosure Control and Procedures

UAL and United each maintains controls and procedures that are designed to ensure that information required to be disclosed in the reports filed or submitted by UAL and United to the SEC is recorded, processed, summarized and reported, within the time periods specified by the SEC's rules and forms, and is accumulated and communicated to management, including the Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. The management of UAL and United, including the Chief Executive Officer and Chief Financial Officer, performed an evaluation to conclude with reasonable assurance that UAL's and United's disclosure controls and procedures were designed and operating effectively to report the information each company is required to disclose in the reports it files with the SEC on a timely basis. Based on that evaluation, the Chief Executive Officer and the Chief Financial Officer of UAL and United have concluded that as of September 30, 2023, disclosure controls and procedures were effective.

Changes in Internal Control over Financial Reporting during the Quarter Ended September 30, 2023

During the three months ended September 30, 2023, there were no changes in UAL's or United's internal control over financial reporting that materially affected, or are reasonably likely to materially affect, their internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")).

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

See Part I, Item 3, Legal Proceedings, of the 2022 Form 10-K for a description of legal proceedings.

ITEM 1A. RISK FACTORS

There have been no material changes from the risk factors disclosed in Part I, Item 1A., Risk Factors of the 2022 Form 10-K except for the changes to the following risk factor related to the monetary and operational costs of compliance with extensive government regulation of the airline industry:

The airline industry is subject to extensive government regulation, which imposes significant costs and may adversely impact our business, operating results and financial condition.

Airlines are subject to extensive regulatory and legal oversight. Compliance with U.S. and international regulations imposes significant costs and may have adverse effects on the Company.

United provides air transportation under certificates of public convenience and necessity issued by the U.S. Department of Transportation ("DOT"). If the DOT modified, suspended or revoked these certificates, it could have a material adverse effect on the Company's business. The DOT also regulates consumer protection and, through its investigations or rulemaking authority (including, for example, any rulemakings or initiatives in response to the Executive Order on Promoting Competition in the American Economy issued by the President on July 9, 2021), could impose restrictions that materially impact the Company's business. United also operates pursuant to an air carrier operating certificate issued by the Federal Aviation Administration ("FAA"), and FAA orders and directives have previously resulted in the temporary grounding of an entire aircraft type when the FAA identifies design, manufacturing, maintenance or other issues requiring immediate corrective action (including the FAA Emergency Airworthiness Directive grounding our Boeing 777 Pratt & Whitney powered aircraft), which has had an effect that has been material to the Company's business, operating results and financial condition.

In 2018, the U.S. Congress approved a five-year reauthorization for the FAA, which encompasses a range of policy issues related to aviation tax, airline customer service and aviation safety. Depending on how the issues are implemented, our operations and costs could be materially impacted. Additionally, the U.S. Congress may consider legislation related to environmental issues relevant to the airline industry, such as implementation of Carbon Offsetting and Reduction Scheme for International Aviation, which could negatively impact the Company and the airline industry.

The Company's operations may also be adversely impacted due to the existing antiquated air traffic control ("ATC") system utilized by the U.S. government and regulated by the FAA, which may not be able to effectively handle projected future air traffic growth. The outdated ATC system has led to short-term capacity constraints imposed by government agencies and has resulted in delays and disruptions of air traffic during peak travel periods in certain markets due to its inability to handle

demand and reduced resiliency in the event of a failure causing flight cancellations and delays. Failure to update the ATC system in a timely manner and the substantial funding requirements of a modernized ATC system that may be imposed on air carriers may have an adverse impact on the Company's financial condition or operating results.

Access to slots at several major U.S. airports and many foreign airports served by the Company is subject to government regulation on airspace management and competition that might limit the number of slots or change the rules on the use and transfer of slots. If slots are eliminated at one of our hubs or other airports, or if the number of hours of operation governed by slots is reduced at an airport, the lack of controls on take-offs and landings could result in greater congestion both at the affected airport and in the regional airspace and could significantly impact the Company's operations. Similarly, a government or regulatory agency, including DOT, could choose to impose slot restrictions at one of our hubs or other airports or grant increased access to another carrier and limit or reduce our operations at an airport, whether or not slot-controlled, which could have significant impact on our operations. The DOT (including FAA) may limit the Company's airport access by limiting the number of departure and arrival slots at congested airports, which could affect the Company's ownership and transfer rights, and local airport authorities may have the ability to control access to certain facilities or the cost to access their facilities, which could have an adverse effect on the Company's business. If the DOT were to take actions that adversely affect the Company's slot holdings, the Company could incur substantial costs to preserve its slots or may lose slots.

The Company currently operates a number of flights on international routes under government arrangements, regulations or policies that designate the number of carriers permitted to operate on such routes, the capacity of the carriers providing services on such routes, the airports at which carriers may operate international flights or the number of carriers allowed access to particular airports. Applicable arrangements between the United States and foreign governments (such as "Open Skies" (meaning all U.S. and foreign carriers have access to the destination)) may be amended from time to time, government policies with respect to airport operations may be revised and the availability of appropriate slots or facilities may change, which could have a material adverse impact on the Company's financial condition and operating results and could result in the impairment of material amounts of related tangible and intangible assets. For instance, the COVID-19 pandemic resulted in increased regulatory burdens in the U.S. and around the globe, which included closure of international borders to flights and/or passengers from specific countries, passenger and crew quarantine requirements and other regulations promulgated to protect public health but that have had and may continue to have a negative impact on travel and airline operations.

In addition, disruptions to the Company's business could result from the deployment of new cellular networks (e.g., "5G") by wireless carriers, which, due to potential interference with aircraft systems, could cause flights to be cancelled or diverted, which in turn could affect consumer perceptions of the safety of air travel. For example, over the past two years regulators addressed potential "5G" interference on a temporary and piecemeal basis tailored to specific aircraft and airports, which could occur again. Systematic regulation of the overlap between aviation systems and cellular networks may not occur in the near term or may not involve terms that are favorable to the Company.

Moreover, any legislation that would result in a reshaping of the benefits that the Company is able to provide to its consumers through the co-branded credit cards issued by our partner could also materially negatively affect the Company's profitability and competitive position.

In addition, competition from revenue-sharing joint business arrangements ("JBAs") and other alliance arrangements by and among other airlines could impair the value of the Company's business and assets on the Open Skies routes. The Company's plans to enter into or expand U.S. antitrust immunized alliances and JBAs on various international routes are subject to receipt of approvals from applicable U.S. federal authorities and other applicable foreign government clearances or satisfaction of other applicable regulatory requirements. There can be no assurance that such approvals and clearances will be granted or will continue in effect upon further regulatory review or that changes in regulatory requirements or standards can be satisfied.

See Part I, Item 1. Business—Industry Regulation, of the 2022 Form 10-K, for additional information on government regulation impacting the Company.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES, USE OF PROCEEDS, AND ISSUER PURCHASES OF EQUITY SECURITIES

(a) None

(b) None

(c) None

ITEM 5. OTHER INFORMATION

(a) None.

(b) None.

(c) During the three months ended September 30, 2023, no director or "officer" (as defined in Rule 16a-1(f) under the Exchange Act) of the Company or United informed the Company or United of the adoption, modification or termination of a "Rule 10b5-1 trading arrangement" or a "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K under the Exchange Act.

ITEM 6. EXHIBITS.

EXHIBIT INDEX

Exhibit No.	Registrant	Exhibit
*10.1	UAL United	Amended and Restated A350-900 Purchase Agreement, dated as of September 1, 2017, including letter agreements related thereto, between Airbus S.A.S. and United Airlines, Inc.
*10.2	UAL United	Aircraft General Terms Agreement, dated as of October 10, 1997, by and among Continental Airlines, Inc. and The Boeing Company
*10.3	UAL United	Purchase Agreement No. PA-03776, dated as of July 12, 2012, between The Boeing Company and United Continental Holdings, Inc.
*10.4	UAL United	Supplemental Agreement No. 1 to Purchase Agreement No. 03776, dated as of June 17, 2013, between The Boeing Company and United Continental Holdings, Inc.
*10.5	UAL United	Purchase Agreement Assignment to Purchase Agreement No. 03776, dated as of October 23, 2013, between United Continental Holdings, Inc. and United Airlines, Inc.
*10.6	UAL United	Supplemental Agreement No. 2 to Purchase Agreement No. 03776, dated as of January 14, 2015, between The Boeing Company and United Airlines, Inc.
*10.7	UAL United	Supplemental Agreement No. 3 to Purchase Agreement No. 03776, dated as of May 26, 2015 between The Boeing Company and United Airlines, Inc.
*10.8	UAL United	Supplemental Agreement No. 4 to Purchase Agreement No. 03776, dated as of June 12, 2015 between The Boeing Company and United Airlines, Inc.
*10.9	UAL United	Supplemental Agreement No. 5 to Purchase Agreement No. 03776, dated as of January 20, 2016, between The Boeing Company and United Airlines, Inc.
*10.10	UAL United	Supplemental Agreement No. 6 to Purchase Agreement No. 03776, dated as of February 8, 2016, between The Boeing Company and United Airlines, Inc.
*10.11	UAL United	Supplemental Agreement No. 7 to Purchase Agreement No. 03776, dated as of December 27, 2016, between The Boeing Company and United Airlines, Inc.
*10.12	UAL United	Supplemental Agreement No. 8 to Purchase Agreement No. 03776, dated as of June 7, 2017, between The Boeing Company and United Airlines, Inc.
*10.13	UAL United	Supplemental Agreement No. 9 to Purchase Agreement No. 03776, dated as of June 15, 2017, between The Boeing Company and United Airlines, Inc.
*10.14	UAL United	Supplemental Agreement No. 10 to Purchase Agreement No. 03776, dated as of May 15, 2018, between The Boeing Company and United Airlines, Inc.
*10.15	UAL United	Supplemental Agreement No. 11 to Purchase Agreement No. 03776, dated as of September 25, 2018, between The Boeing Company and United Airlines, Inc.
*10.16	UAL United	Supplemental Agreement No. 12 to Purchase Agreement No. 03776, dated as of December 12, 2018, between The Boeing Company and United Airlines, Inc.
^10.17	UAL United	Supplemental Agreement No. 15 to Purchase Agreement No. 03776, dated as of February 26, 2021, between The Boeing Company and United Airlines, Inc.

*10.18	UAL United	Purchase Agreement No. 3860, dated as of September 27, 2012, between The Boeing Company and United Air Lines, Inc.
*10.19	UAL United	Supplemental Agreement No. 1 to Purchase Agreement No. 3860, dated as of June 17, 2013, between The Boeing Company and United Airlines, Inc.
*10.20	UAL United	Supplemental Agreement No. 2 to Purchase Agreement No. 3860, dated as of December 16, 2013, between The Boeing Company and United Airlines, Inc.
*10.21	UAL United	Supplemental Agreement No. 3 to Purchase Agreement No. 3860, dated as of July 22, 2014, between The Boeing Company and United Airlines, Inc.
*10.22	UAL United	Supplemental Agreement No. 4 to Purchase Agreement No. 3860, dated as of January 14, 2015, between The Boeing Company and United Airlines, Inc.
*10.23	UAL United	Supplemental Agreement No. 5 to Purchase Agreement No. 3860, dated as of April 30, 2015, between The Boeing Company and United Airlines, Inc.
*10.24	UAL United	Supplemental Agreement No. 6 to Purchase Agreement No. 3860, dated as of December 31, 2015, between The Boeing Company and United Airlines, Inc.
*10.25	UAL United	Supplemental Agreement No. 7 to Purchase Agreement No. 3860, dated as of March 7, 2016, between The Boeing Company and United Airlines, Inc.
*10.26	UAL United	Letter Agreement to Purchase Agreement No. 3860, dated as of May 5, 2016, between The Boeing Company and United Airlines, Inc.
*10.27	UAL United	Supplemental Agreement No. 8 to Purchase Agreement No. 3860, Dated June 15, 2017, between The Boeing Company and United Airlines, Inc.
*10.28	UAL United	Letter Agreement No. 1604287, dated December 27, 2016, between The Boeing Company and United Airlines, Inc. (related to Purchase Agreement Nos. 3776, 3784 and 3860)
*10.29	UAL United	Supplemental Agreement No. 9 to Purchase Agreement No. 3860, dated as of May 31, 2018, between The Boeing Company and United Airlines, Inc.
*10.30	UAL United	Supplemental Agreement No. 10 to Purchase Agreement No. 3860, dated as of November 1, 2018, between The Boeing Company and United Airlines, Inc.
*10.31	UAL United	Supplemental Agreement No. 11 to Purchase Agreement No. 3860, dated as of December 12, 2018, between The Boeing Company and United Airlines, Inc.
^10.32	UAL United	Supplemental Agreement No. 12 to Purchase Agreement No. 3860, dated as of February 26, 2021, between The Boeing Company and United Airlines, Inc.
^10.33	UAL United	Supplemental Agreement No. 5 to Purchase Agreement No. 04761, dated as of February 26, 2021, between The Boeing Company and United Airlines, Inc.
^10.34	UAL United	Supplemental Agreement No. 13 to Purchase Agreement No. 04815, dated as of September 28, 2023, between The Boeing Company and United Airlines, Inc.
^10.35	UAL United	Letter Agreement No. 22004729R1, dated as of September 28, 2023, between The Boeing Company and United Airlines, Inc. (related to Purchase Agreement Nos. 03860, 04815 and 02484)

^10.36	UAL United	Amendment No. 4 to the Amended and Restated A350-900 Purchase Agreement between Airbus S.A.S. and United Airlines, Inc., effective as of September 29, 2023
^10.37	UAL United	Amendment No. 5 to the A320 Family Purchase Agreement between Airbus S.A.S. and United Airlines, Inc., effective as of September 29, 2023
†10.38	UAL United	Offer Letter, dated September 20, 2023, between United Airlines Holdings, Inc., United Airlines, Inc. and Michael Leskinen
31.1	UAL	Certification of the Principal Executive Officer of United Airlines Holdings, Inc. Pursuant to 15 U.S.C. 78m(a) or 78o(d) (Section 302 of the Sarbanes-Oxley Act of 2002)
31.2	UAL	Certification of the Principal Financial Officer of United Airlines Holdings, Inc. Pursuant to 15 U.S.C. 78m(a) or 78o(d) (Section 302 of the Sarbanes-Oxley Act of 2002)
31.3	United	Certification of the Principal Executive Officer of United Airlines, Inc. Pursuant to 15 U.S.C. 78m(a) or 78o(d) (Section 302 of the Sarbanes-Oxley Act of 2002)
31.4	United	Certification of the Principal Financial Officer of United Airlines, Inc. Pursuant to 15 U.S.C. 78m(a) or 78o(d) (Section 302 of the Sarbanes-Oxley Act of 2002)
32.1	UAL	Certification of the Chief Executive Officer and Chief Financial Officer of United Airlines Holdings, Inc. Pursuant to 18 U.S.C. 1350 (Section 906 of the Sarbanes-Oxley Act of 2002)
32.2	United	Certification of the Chief Executive Officer and Chief Financial Officer of United Airlines, Inc. Pursuant to 18 U.S.C. 1350 (Section 906 of the Sarbanes-Oxley Act of 2002)
101	UAL United	The following financial statements from the combined Quarterly Report of UAL and United on Form 10-Q for the quarter ended September 30, 2023, formatted in Inline XBRL: (i) Statements of Consolidated Operations, (ii) Statements of Consolidated Comprehensive Income, (iii) Consolidated Balance Sheets, (iv) Condensed Statements of Consolidated Cash Flows, (v) Statements of Consolidated Stockholders' Equity and (vi) Combined Notes to Condensed Consolidated Financial Statements, tagged as blocks of text and including detailed tags.
104	UAL United	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.

† Indicates management contract or compensatory plan or arrangement.

* Filed with this Quarterly Report on Form 10-Q solely for the purpose of transitioning these previously-filed exhibits, which are the subject of expiring confidential treatment orders, to the rules governing the filing of redacted exhibits under Regulation S-K Item 601(b)(10)(iv). Portions of this exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K.

^ Portions of this exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K.

SIGNATURES

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

United Airlines Holdings, Inc.
(Registrant)

Date: October 18, 2023

By: /s/ Michael Leskinen
Michael Leskinen
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

Date: October 18, 2023

By: /s/ Chris Kenny
Chris Kenny
Vice President and Controller
(Principal Accounting Officer)

United Airlines, Inc.
(Registrant)

Date: October 18, 2023

By: /s/ Michael Leskinen
Michael Leskinen
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

Date: October 18, 2023

By: /s/ Chris Kenny
Chris Kenny
Vice President and Controller
(Principal Accounting Officer)

Exhibit 10.1

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

AMENDED AND RESTATED
A350-900 PURCHASE AGREEMENT

Dated as of 1 September 2017

between

AIRBUS S.A.S.,
as Seller

and

UNITED AIRLINES, INC.
as Buyer

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AMENDED AND RESTATED A350-900 PURCHASE AGREEMENT

This Amended and Restated A350-900 Purchase Agreement is made as of 1 September, 2017

between

AIRBUS S.A.S., a *société par actions simplifiée,* organized and existing under the laws of the Republic of France, having its registered office located at 2, Rond-Point Emile Dewoitine, 31700 BLAGNAC, FRANCE (hereinafter referred to as the "**Seller**"),

and

UNITED AIRLINES, INC. a corporation organized and existing under the laws of the State of Delaware, United States of America, having its principal corporate offices located at 233 South Wacker Drive, Chicago, Illinois 60606 (hereinafter referred to as the "**Buyer**").

WHEREAS the Buyer and the Seller have entered into an Airbus A350-900XWB Purchase Agreement, ref. CT0900252, dated as of March 5th, 2010, as amended and supplemented from time to time (the "**Original A350XWB PA**") relating to, inter alia, the sale by the Seller and the purchase by the Buyer of certain A350-1000 aircraft (the "**Original A350XWB Order**");

WHEREAS the Buyer and the Seller agree to modify the Buyer's Original A350XWB Order so that it consists of a firm order for certain A350-900 aircraft (the "**New A350-900 Order**") under the terms and conditions provided herein;

WHEREAS the Buyer and the Seller wish to amend and restate the Original A350XWB PA to read in its entirety as set forth herein.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

0 - DEFINITIONS

For all purposes of this Agreement (defined below), except as otherwise expressly provided, the following terms will have the following meanings:

A350-900 Aircraft – any or all of the Airbus A350-900 model aircraft to be sold by the Seller and purchased by the Buyer pursuant to this Agreement, together with all components, equipment, parts and accessories installed in or on such aircraft and the Propulsion Systems installed thereon upon delivery.

A350-1000 Aircraft – any or all of the Airbus A350-1000 model aircraft to be sold by the Seller and purchased by the Buyer pursuant to this Agreement, together with all components, equipment, parts and accessories installed in or on such aircraft and the Propulsion Systems installed thereon upon delivery.

A350-900 ULR Aircraft – any or all of the Airbus A350-900 ultra-long range model aircraft to be sold by the Seller and purchased by the Buyer pursuant to this Agreement, together with all components, equipment, parts and accessories installed in or on such aircraft and the Propulsion Systems installed thereon upon delivery.

A350-900 Standard Specification – the A350-900 standard specification document ***, a copy of which is annexed hereto as Exhibit A-1.

A350-1000 Standard Specification – the A350-1000 standard specification document ***, a copy of which is annexed hereto as Exhibit A-2.

ACS – as defined in Clause 2.1.

Affiliate - with respect to any person or entity, any other person or entity directly or indirectly controlling, controlled by or under common control with such person or entity.

Agreement - this Amended and Restated A350-900 Purchase Agreement, including all exhibits and appendices attached hereto, as the same may be amended or modified and in effect from time to time.

Airbus Contracted Suppliers Equipment or ACS Equipment – as defined in Clause 2.1.

Airbus Contracted Suppliers or ACS Suppliers – the suppliers of Airbus Contracted Supplier Equipment selected by the Buyer.

Airbus World – as defined Clause 14.4.1.

Aircraft - any or all of the A350-900 Aircraft, the A350-1000 Aircraft and the A350-900 ULR Aircraft, to be sold by the Seller and purchased by the Buyer pursuant to this Agreement.

Airframe – any Aircraft, excluding the Propulsion Systems therefor, but including the nacelles and thrust reversers.

Aircraft Training Services - all flight support services that are performed on an aircraft including but not limited to any and all training courses, flight training, flight assistance, line training, line assistance and more generally all flights of any kind performed by the Seller, its agents, employees or subcontractors, and maintenance support, maintenance training (including Practical Training) and training support of any kind provided to the Buyer pursuant to this Agreement.

AACS – Airbus Americas Customer Services, Inc., a corporation organized and existing under the laws of Delaware, having its registered office located at 2550 Wasser Terrace, Suite 9100, Herndon, VA 20171, or any successor thereto.

ATA Specification – recommended specifications developed by the Air Transport Association of America reflecting consensus in the commercial aviation industry on accepted means of communicating information, conducting business, performing operations and adhering to accepted practices.

Aviation Authority – when used with respect to any jurisdiction, the government entity that, under the laws of such jurisdiction, has control over civil aviation or the registration, airworthiness or operation of civil aircraft in such jurisdiction.

Balance of the Final Price of the Aircraft – the amount payable by the Buyer to the Seller on the Delivery Date for an Aircraft after deducting from the Final Price of the Aircraft the amount of all Predelivery Payments received by the Seller from the Buyer in respect of such Aircraft on or before the Delivery Date

for such Aircraft, and not applied pursuant to Clause 5.6 to any other amount owed by the Buyer to the Seller.

Base Price – for any Aircraft or SCN, its base price, as more completely described in Clause 3.1.

Business Day - with respect to any action to be taken hereunder, a day other than a Saturday, Sunday or other day designated as a holiday in the jurisdiction(s) in which such action is required to be taken.

Buyer Furnished Equipment (BFE) - as defined in Clause 18.1.1

Certificate of Acceptance - as defined in Clause 8.3.

Commitment Fee - the commitment fee amount described in Clause 5.3.

Contractual Definition Freeze or CDF – as defined in 2.4.2

Customization Milestones Chart – as defined in 2.4.1

Delivery - the transfer of title to the Aircraft from the Seller to the Buyer in accordance with Clause 9.

Delivery Date - the date on which Delivery occurs.

Delivery Location - the facilities of the Seller at the location of final assembly of the Aircraft, which is currently at Airbus Operations S.A.S. works in Toulouse, France.

Development Changes - as defined in Clause 2.2.2.

DGAC - the *Direction Générale de l'Aviation Civile* of France or any successor thereto.

EASA - European Aviation Safety Agency or any successor thereto.

Excusable Delay - as defined in Clause 10.1.

Export Certificate of Airworthiness - an export certificate of airworthiness issued by the Aviation Authority of the Delivery Location.

FAA - the U.S. Federal Aviation Administration, or any successor thereto.

Family ADD - as the context requires, either the A350XWB Family Aircraft Description Document – ***, or any ***.

Final Price of the Aircraft - as defined in Clause 3.3.

Goods and Services - any goods, excluding Aircraft or aircraft, and services that may be purchased by the Buyer from the Seller or its designee.

Inexcusable Delay - as defined in Clause 11.1.

In-Flight Consulting – advisory services, provided at the Buyer's request that are performed on an Aircraft by a Seller Representative, or other designee of the Seller, at commercial terms to be agreed on a case by case basis.

In-Flight Entertainment (IFE) – as defined in Clause 18.1.2.2.

LBA - *Luftfahrt-Bundesamt* of Germany or any successor thereto

Manufacture Facilities - the various manufacture facilities of the Seller, its Affiliates or any subcontractor, where the Airframe or its parts are manufactured or assembled

Manufacturer Specification Change Notice (MSCN) - as defined in Clause 2.2.2.1

Predelivery Payment - any of the payments determined in accordance with Clause 5.2.

Predelivery Payment Reference Price - as defined in Clause 5.2.2.

Propulsion Systems – with respect to an Aircraft of any type, a set of engines as specified in Clause 2.3.

Propulsion Systems Manufacturer - means the manufacturer of the Propulsion Systems.

Ready for Delivery – with respect to any Aircraft, when (i) the Technical Acceptance Process has been successfully completed for an Aircraft and (ii) the Export Certificate of Airworthiness has been issued for such Aircraft

Scheduled Delivery Month - as defined in Clause 9.1.1.

Scheduled Delivery Quarter – as defined in Clause 9.1.

Scheduled Delivery Period – for any given Aircraft, its Scheduled Delivery Quarter or Scheduled Delivery Month, as applicable.

Seller Price Revision Formula - the price revision formula set forth in Exhibit C

Seller Representatives - the representatives of the Seller referred to in Clause 15

Service Life Policy - as defined in Clause 12.2.

Specification – the Standard Specification for the Aircraft, as amended by all applicable SCNs.

Specification Change Notice (SCN) - as defined in Clause 2.2.1.

Standard Specification – the A350-900 Standard Specification or the A350-1000 Standard Specification, as applicable.

Supplier - any supplier of Supplier Parts.

Supplier Part - any component, equipment, accessory or part installed in an Aircraft at the time of Delivery thereof, not including the Propulsion Systems or Buyer Furnished Equipment, for which there exists a Supplier Product Support Agreement.

Supplier Product Support Agreement - an agreement between the Seller and a Supplier containing, among other things, enforceable and transferable warranties (and in the case of landing gear suppliers, service life policies for selected structural landing gear elements).

Technical Data - as defined in Clause 14.1

Termination Event - as defined in Clause 20.1

Total Loss - as defined in Clause 10.4

Training Conference - as defined in Clause 16.1.3

Type Certificate - as defined in Clause 7.1

Warranted Part - as defined in Clause 12.1.1

Warranty Claim - as defined in Clause 12.1.7(v)

Warranty Period – as defined in Clause 12.1.3

The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement, and not a particular Clause thereof. The definition of a singular will apply to plurals of the same words.

Except as provided in Clause 22.6.4, references in this Agreement to an exhibit, schedule, article, section, subsection or clause refer to the appropriate exhibit or schedule to, or article, section, subsection or clause in this Agreement.

Each agreement defined in this Clause 0 will include all appendixes, exhibits and schedules thereto. If the prior written consent of any person is required hereunder for an amendment, restatement, supplement or other modification to any such agreement and the consent of each such person is obtained, references in this Agreement to such agreement shall be to such agreement as so amended, restated, supplemented or modified.

References in this Agreement to any statute, regulation or other law will be to such statute, regulation or other law, as amended or modified and in effect at the time any such reference is operative.

The term "including" when used in this Agreement means "including without limitation" except when used in the computation of time periods.

Technical and trade terms not otherwise defined herein will have the meanings assigned to them as generally accepted in the aircraft manufacturing industry.

1 - SALE AND PURCHASE

The Seller will sell and deliver to the Buyer, and the Buyer will purchase and take delivery of all of the forty-five (45) A350-900 Aircraft from the Seller, subject to the terms and conditions in this Agreement.

2 - SPECIFICATION

2.1 Aircraft Specification

2.1.1 Aircraft Standard Specification and design weights

The Aircraft will be manufactured in accordance with the Specification.

2.1.1.1 A350-900 Aircraft

At the time of signature of this Agreement, the design development of the A350-900 Aircraft is finalized and the aircraft definition corresponding to the Base Price of the A350-900 set forth in Clause 3.1.1 of the Agreement is as set forth in the Seller's current reference document, the A350-900 Standard Specification.

The estimated Manufacturer's Weight Empty (MWE) as set forth in paragraph *** of the A350-900 Standard Specification has been *** (expressed in metric tons).

In accordance with the A350-900 Standard Specification, the design weights (expressed in metric tons) (Maximum Take-off Weight ("MTOW"), Maximum Landing Weight ("MLW") and Maximum Zero Fuel Weight ("MZFW")) applicable to the A350-900 Aircraft are as follows:

	MTOW	MLW	MZFW
A350-900 Aircraft	***	***	***

Notwithstanding the foregoing, the Buyer has elected that the A350-900 Aircraft be manufactured with the ***:

	MTOW	MLW	MZFW
A350-900 Aircraft	***	***	***

The *** shall be based on ***, the implementation of which shall be recorded by means of Manufacturer Specification Change Notice(s) / Development Change(s) (as set out in Exhibit B-2) and is hereby irrevocably accepted by the Buyer for each A350-900 Aircraft delivered hereunder with the ***.

2.1.1.2 A350-1000 Aircraft

At the time of signature of this Agreement, the design development of the A350-1000 Aircraft is finalized and the aircraft definition corresponding to the Base Price of the A350-1000 Aircraft set forth in Clause 3.1.2 of the Agreement is as set forth in the Seller's current reference document, the A350-1000 Standard Specification.

In accordance with the A350-1000 Standard Specification, the A350-1000 Aircraft, if purchased by the Buyer, shall be manufactured with the following design weights (expressed in metric tons) (MTOW, MLW and MZFW):

	MTOW	MLW	MZFW
A350-1000 Aircraft	***	***	***

2.1.1.3 A350-900 ULR Aircraft

At the time of signature of this Agreement, the design development of the A350-900 ULR Aircraft is in the process of being finalized and the aircraft definition corresponding to the Base Price of the A350-900 ULR Aircraft set forth in Clause 3.1.3 of the Agreement is as set forth in the Seller's current reference document, the A350-900 Standard Specification, combined with the Improvement Package and the ULR Option Changes as set out below.

The specification of the A350-900 ULR Aircraft shall be derived from the current A350-900 Standard Specification and shall be based on (i) ***, as well as on (ii) *** as well as on (iii) ***.

Consequently the implementation of ***, as set out in Exhibit B-2, is hereby irrevocably accepted by the Buyer for each A350-900 ULR Aircraft (if purchased by the Buyer) delivered hereunder.

In accordance with the A350-900 Standard Specification, *** if purchased by the Buyer, shall be manufactured with the following design weights (expressed in metric tons) (MTOW, MLW and MZFW):

	MTOW	MLW	MZFW
A350-900 ULR Aircraft	***	***	***

2.1.1.4 The Seller agrees to promptly inform the Buyer of any Standard Specification evolutions that the Seller is contemplating offering to airlines for incorporation in the Aircraft.

2.1.2 Aircraft – Comprehensive Offer

In order to provide a comprehensive view of the available standard and optional features for the A350XWB family of aircraft, the Seller has also issued the Family ADD. The Family ADD includes, in addition to the basic aircraft features and functionalities set forth in the Standard Specification, sections identified as "Overview", which provide descriptions of design concepts, and sections marked "Customization", which detail the currently foreseen optional features available.

2.1.3 ***

2.2 Specification Amendment

The parties understand and agree that the Specification may be further amended following signature of this Agreement in accordance with the terms of this Clause 2.

2.2.1 Specification Change Notice

The Specification may be amended by written agreement between the parties in a Specification Change Notice ("**SCN**"). Each SCN will be substantially in the form set out in Exhibit B-1 and will set out the SCN's Aircraft embodiment rank and will also set forth, in detail, the particular change to be made to the Specification and the effect, if any, of such change on design, performance, weight, Delivery Date of the Aircraft affected thereby and on the text of the Specification. An SCN may result in an adjustment of the Base Price of the Aircraft, which adjustment, if any, will be specified in the SCN.

2.2.2 Development Changes

The Specification may also be amended to incorporate changes deemed necessary by the Seller to improve the Aircraft, prevent delay or ensure compliance with this Agreement ("**Development Changes**"), as set forth in this Clause 2.

2.2.2.1 Manufacturer Specification Changes Notices

The Specification may be amended by the Seller through a Manufacturer Specification Change Notice ("**MSCN**"), which will be substantially in the form set out in Exhibit B-3 hereto and will set out the MSCN's Aircraft embodiment rank as well as, in detail, the particular change to be made to the Specification and the effect, if any, of such change on performance, weight, Base Price of the Aircraft, Delivery Date of the Aircraft affected thereby and on interchangeability or replaceability requirements under the Specification.

Except when the MSCN is necessitated by an Aviation Authority directive or by equipment obsolescence (in which case the MSCN will be accomplished without requiring the Buyer's consent) if the MSCN adversely affects the performance, weight, Base Price, Delivery Date of the Aircraft affected thereby or the interchangeability or replaceability requirements under the Specification, the Seller will notify the Buyer of a reasonable period of time during which the Buyer must accept or reject such MSCN. If the Buyer does not notify the Seller of the rejection of the MSCN within such period, the MSCN will be deemed accepted by the Buyer and the corresponding modification will be accomplished.

2.2.2.2 If the Seller revises the Specification to incorporate Development Changes which have no adverse effect on any of the elements set forth in Clause 2.2.2.1 above, such revision will be performed by the Seller without the Buyer's consent.

In such cases, the Seller will provide to the Buyer the details of all changes on a regular basis.

2.3 Propulsion Systems

The A350-900 Aircraft and the A350-900 ULR Aircraft will be equipped with a set of *** engines, including standard equipment.

The A350-1000 Aircraft will be equipped with a set of *** engines, including standard equipment.

2.4 Milestones

2.4.1 Customization Milestones Chart

Within a reasonable period following signature of the Agreement, the Seller will provide the Buyer with a customization milestones chart **(the "Customization Milestone Chart**"), setting out how far in advance of the Scheduled Delivery Month of the Aircraft an SCN must be executed in order to integrate into the Specification any items requested by the Buyer from the Seller's catalogues of Specification

change options (the "**Option Catalogues**").

2.4.2 Contractual Definition Freeze

The Customization Milestone Chart shall define the date(s) by which the contractual definition of the Aircraft must be finalized and all SCNs selected by the Buyer must be executed by the Buyer (the **"Contractual Definition Freeze**" or "**CDF**") in order to enable their incorporation into the manufacturing of the Aircraft and Delivery of the Aircraft in the Scheduled Delivery Month. Each such date will be referred to as a "**CDF Date**".

2.5 ***

3 - PRICE

3.1 Base Price of the Aircraft

3.1.1 Base Price of the A350-900 Aircraft

The Base Price of the A350-900 Aircraft is the sum of:

(i) the base price of the A350-900 Aircraft as defined in the A350-900 Standard Specification (excluding Buyer Furnished Equipment and Airbus Contracted Supplier equipment), which is:

***

and

(ii) the sum of the base prices of all SCNs set forth in Part 1 of Exhibit B-2 (**the "A350-900 SCN Budget**"), which is:

***

and

(iii) the base price of the ***, which is:

***

The Base Price of the A350-900 Aircraft has been established in accordance ***.

3.1.2 Base Price of the A350-1000 Aircraft

The Base Price of the A350-1000 Aircraft, if purchased by the Buyer, is the sum of:

(i) the base price of the A350-1000 Aircraft as defined in the A350-1000 Standard Specification (excluding Buyer Furnished Equipment and Airbus Contracted Supplier equipment), which is:

***

and

(ii) the sum of the base prices of all SCNs set forth in Part 2 of Exhibit B-2 (**the "A350-1000 SCN Budget**"), which is:

***

The Base Price of the A350-1000 Aircraft has been established in accordance with ***.

3.1.3 Base Price of the A350-900 ULR Aircraft

The Base Price of the A350-900 ULR Aircraft, if purchased by the Buyer, is the sum of:

(i) the base price of the A350-900 Aircraft as defined in the A350-900 Standard Specification (excluding Buyer Furnished Equipment and Airbus Contracted Supplier equipment), as modified by the ULR Option Changes, which is:

***

and

(ii) the sum of the base prices of all SCNs set forth in Part 3 of Exhibit B-2 (the **"A350-900 ULR SCN Budget**"), which is:

***

The Base Price of the A350-900 ULR Aircraft has been established in accordance with ***.

3.2 Airbus Contracted Supplier (ACS) Equipment Price

The conditions of purchasing of ACS Equipment for the Aircraft will be the subject to an agreement among the Seller, ACS Suppliers and the Buyer at the time of the final selection of the ACS Equipment from the Option Catalogues.

Notwithstanding the foregoing, it is understood that ACS Equipment for the Aircraft will be purchased by the Seller, in accordance with the agreed terms as set forth above, and invoiced to the Buyer in accordance with Clause 3.3.

The following reference amount (the "**ACS Reference Price**") may be used *** for the ACS Equipment for the Buyer's Aircraft:

***

in each case, at economic conditions prevailing for a theoretical delivery ***.

Nothing in this Clause 3.2 will be construed to prevent the Buyer from entering into direct negotiations with any ACS Supplier(s) with the view to negotiate more favorable terms and conditions than those as set forth in the Option Catalogues.

3.3 Final Price of the Aircraft

The Final Price of the Aircraft will be the sum of:

(i) the Base Price of the Aircraft, as adjusted to the applicable Delivery Date of such Aircraft in accordance with Clause 4;

(ii) the aggregate of all increases or decreases to the Base Price of the Aircraft as agreed in any Specification Change Notice for the Aircraft or part thereof subsequent to the date of this Agreement as adjusted to the Delivery Date in accordance with Clause 4;

(iii) the price of any and all ACS Equipment selected by the Buyer in the Seller's Option Catalogues and purchased by the Seller, either at the then applicable ACS Supplier Base Price or in accordance with the terms and conditions agreed between the Buyer and the ACS Suppliers and communicated to the Seller; and

(iv) any other amount resulting from any other provisions of this Agreement and/or any other written agreement between the Buyer and the Seller relating to the Aircraft.

4 - PRICE REVISION

The Base Price of the Aircraft and of the SCNs for the Aircraft are subject to revision up to and including the month in which Delivery occurs, in accordance with the Seller Price Revision Formula.

5 - PAYMENT TERMS

5.1 Seller's Account

The Buyer will pay the Predelivery Payments, the Balance of the Final Price of the Aircraft and any other amount due hereunder in immediately available funds in United States dollars to: AIRBUS S.A.S., Account. No. *** 787, Seventh Avenue, New York, NY 10019, USA, or to such other account as may be designated by the Seller.

5.2 Predelivery Payments

***

5.5 Taxes

5.5.1 The amounts stated in this Agreement to be payable by the Buyer are exclusive of value added tax ("**VAT**") chargeable under the laws of any jurisdiction and accordingly the Buyer shall pay any VAT chargeable with respect to any Aircraft, component, accessory, equipment or part delivered or furnished under this Agreement. ***

5.5.2 The Seller will pay all other Taxes (except for Taxes based on or measured by the income of the Buyer or any Taxes levied against the Buyer for the privilege of doing business in any jurisdiction), levied, assessed, charged or collected, on or prior to Delivery of any Aircraft, for or in connection with the manufacture, assembly, sale and delivery under this Agreement of such Aircraft or any parts, instructions or data installed thereon or incorporated therein (except Buyer Furnished Equipment referred to in Clause 18).

5.5.3 The Buyer will pay all Taxes not assumed by the Seller under Clause 5.5.2, except for Taxes based on or measured by the income of the Seller or any Taxes levied against the Seller for the privilege of doing business in any jurisdiction.

5.5.4 ***

"Taxes" means any present or future tax, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any governmental authority or any political subdivision or taxing authority thereof or therein.

5.6 Application of Payments

Notwithstanding any other rights the Seller may have at contract or at law, the Buyer and the Seller hereby agree that should any amount (whether under this Agreement or under any other agreement between the Buyer and its Affiliates on the one hand and the Seller and its Affiliates on the other hand and whether at the stated maturity of such amount, by acceleration or otherwise) become due and payable by the Buyer or its Affiliates, and not be paid in full in immediately available funds on the date due, then the Seller will have the right to debit and apply, in whole or in part, the Predelivery Payments paid to the Seller by the Buyer against such unpaid amount. The Seller will promptly notify the Buyer in writing after such debiting and application, and the Buyer will immediately pay to the Seller the amount required to comply with Clause 5.2.3.

5.7 Setoff Payments

Notwithstanding anything to the contrary contained herein, before being required to make any payments to the Buyer, the Seller will have the right to deduct from any such payments an amount equal to any other amounts the Buyer or any of its Affiliates owes to the Seller or any Affiliate thereof under any agreement between them.

5.8 Overdue Payments

5.8.1 If any payment due to the Seller is not received by the Seller on the date or dates due, the Seller will have the right to claim from the Buyer, and the Buyer will promptly pay to the Seller on receipt of such claim, interest at the rate of *** on the amount of such overdue payment, to be calculated from and including the due date of such payment to (but excluding) the date such payment is received by the Seller. The Seller's right to receive such interest will be in addition to any other rights of the Seller hereunder or at law.

5.8.2 If any Predelivery Payment is not received ***, the Seller, in addition to any other rights and remedies available to it, will be under no obligation to deliver any Aircraft remaining to be delivered under this Agreement within such Aircraft's Scheduled Delivery Month(s). Upon receipt of full payment of all such overdue Predelivery Payments, together with interest on such Predelivery Payments in accordance with Clause 5.8.1, the Seller will provide the Buyer with new Scheduled Delivery Months for the affected Aircraft, subject to the Seller's commercial and industrial constraints.

5.9 Proprietary Interest

Notwithstanding any provision of law to the contrary, the Buyer will not, by virtue of anything contained in this Agreement (including, without limitation, any Commitment Fee or Predelivery Payments hereunder, or any designation or identification by the Seller of a particular aircraft as an Aircraft to which any of the provisions of this Agreement refers) acquire any proprietary, insurable or other interest whatsoever in any Aircraft before Delivery of and payment for such Aircraft, as provided in this Agreement.

5.10 Payment in Full

The Buyer's obligation to make payments to the Seller hereunder will not be affected by and will be determined without regard to any setoff, counterclaim, recoupment, defense or other right that the Buyer may have against the Seller or any other person and all such payments will be made without deduction or withholding of any kind. The Buyer will ensure that the sums received by the Seller under this Agreement will be equal to the full amounts expressed to be due to the Seller hereunder, without deduction or withholding on account of and free from any and all taxes, levies, imposts, duties or charges of whatever nature, except that if the Buyer is compelled by law to make any such deduction or withholding the Buyer will pay such additional amounts to the Seller as may be necessary so that the net amount received by the Seller after such deduction or withholding will equal the amounts that would have been received in the absence of such deduction or withholding.

5.11 Other Charges

Unless expressly stipulated otherwise, any other charges due under this Agreement other than those set out in Clauses 5.2, 5.3 and 5.4 will be paid by the Buyer at the same time as payment of the Balance of the Final Price or, if invoiced after the Delivery Date, within ten (10) days after the invoice date.

6 - MANUFACTURE PROCEDURE - INSPECTION

6.1 Manufacture Procedures

The Airframe will be manufactured in accordance with the requirements of the laws of the jurisdiction of incorporation of the Seller or of its relevant Affiliate as enforced by the Aviation Authority of such jurisdiction.

6.2 Inspection

6.2.1 The Buyer or its duly authorized representatives (the **"Buyer's Inspector(s)"**) will be entitled to inspect the manufacture of the Airframe and all materials and parts obtained by the Seller for the manufacture of the Airframe (the **"Inspection**") on the following terms and conditions;

(i) any Inspection will be conducted pursuant to the Seller's system of inspection and the relevant Airbus procedures, as developed under the supervision of the relevant Aviation Authority;

(ii) *** the Buyer's Inspector(s) will have access to such relevant technical documentation as is reasonably necessary for the purpose of the Inspection;

(iii) any Inspection and any related discussions with the Seller and other relevant personnel by the Buyer's Inspector(s) will be at reasonable times during business hours and will take place in the presence of the relevant inspection department personnel of the Seller;

(iv) the Inspections will be performed in a manner not to unduly delay or hinder the manufacture or assembly of the Aircraft or the performance of this Agreement by the Seller or any other work in progress at the Manufacture Facilities.

6.2.2 Location of Inspections

The Buyer's Inspector(s) will be entitled to conduct any such Inspection at the relevant Manufacture Facility of the Seller or its Affiliates and at the Manufacture Facilities of the sub-contractors provided that if access to any part of the Manufacture Facilities where the Airframe manufacture is in progress or materials or parts are stored are restricted for security or confidentiality reasons, the Seller will be allowed reasonable time to make the relevant items available elsewhere.

6.3 Seller's Service for Buyer's Inspector(s)

For the purpose of the Inspections, and starting from a mutually agreed date until the Delivery Date, the Seller will furnish without additional charge suitable space and office equipment in or conveniently located with respect to the Delivery Location for the use of a reasonable number of Buyer's Inspector(s).

7 - CERTIFICATION

Except as set forth in this Clause 7, the Seller will not be required to obtain any certificate or approval with respect to the Aircraft.

7.1 Type Certification

The Aircraft have been type certificated under EASA procedures for joint certification in the transport category. The Seller will obtain or cause to be obtained an FAA type certificate (the "**Type Certificate**") to allow the issuance of the Export Certificate of Airworthiness.

7.2 Export Certificate of Airworthiness

Subject to the provisions of Clause 7.3, the Aircraft will be delivered to the Buyer with an Export Certificate of Airworthiness issued by the DGAC and in a condition enabling the Buyer (or an eligible person under then applicable law) to obtain at the time of Delivery a Standard Airworthiness Certificate issued pursuant to Part 21 of the US Federal Aviation Regulations and a Certificate of Sanitary Construction issued by the U.S. Public Health Service of the Food and Drug Administration. However, the Seller will have no obligation to make and will not be responsible for any costs of alterations or modifications to such Aircraft to enable such Aircraft to meet FAA or U.S. Department of Transportation requirements for specific operation on the Buyer's routes, whether before, at or after Delivery of any Aircraft.

If the FAA requires additional or modified data before the issuance of the Export Certificate of Airworthiness, the Seller will provide such data or implement the required modification to the data, in either case, at the Buyer's cost.

7.3 Specification Changes before Aircraft Ready for Delivery

7.3.1 If, any time before the date on which the Aircraft is Ready for Delivery, any law, rule or regulation is enacted, promulgated, becomes effective and/or an interpretation of any law, rule or regulation is issued by the EASA that requires any change to the Specification for the purposes of obtaining the Export Certificate of Airworthiness (a **"Change in Law**"), the Seller will make the required modification and the parties hereto will sign an SCN.

7.3.2 The Seller will as far as practicable, but at its sole discretion and without prejudice to Clause 7.3.3(ii), take into account the information available to it concerning any proposed law, rule or regulation or interpretation that could become a Change in Law, in order to minimize the costs of changes to the Specification as a result of such proposed law, regulation or interpretation becoming effective before the applicable Aircraft is Ready for Delivery.

7.3.3 The cost of implementing the required modifications referred to in Clause 7.3.1 will be:

***

7.3.4 Notwithstanding the provisions of Clause 7.3.3, if a Change in Law relates to an item of BFE or to the Propulsion Systems the costs related thereto will be borne in accordance with such arrangements as may be made separately between the Buyer and the manufacturer of the BFE or the Propulsion Systems, as applicable, and the Seller will have no obligation with respect thereto.

7.4 Specification Changes after Aircraft Ready For Delivery

Nothing in Clause 7.3 will require the Seller to make any changes or modifications to, or to make any payments or take any other action with respect to, any Aircraft that is Ready for Delivery before the compliance date of any law or regulation referred to in Clause 7.3. Any such changes or modifications made to an Aircraft after it is Ready for Delivery will be at the ***.

8 - TECHNICAL ACCEPTANCE

8.1 Technical Acceptance Process

8.1.1 Prior to Delivery, the Aircraft will undergo a technical acceptance process developed by the Seller (the **"Technical Acceptance Process**"). Completion of the Technical Acceptance Process will demonstrate the satisfactory functioning of the Aircraft and will be deemed to demonstrate compliance with the Specification. The Seller will without hindrance from the Buyer be entitled to carry out any necessary changes and, as soon as practicable thereafter, resubmit the Aircraft to such further Technical Acceptance Process as is necessary to demonstrate the elimination of any non-compliance.

8.1.2 The Technical Acceptance Process will:

(i) commence on a date notified by the Seller to the Buyer by no less than *** notice,

(ii) take place at the Delivery Location,

(iii) be carried out by the personnel of the Seller, and

(iv) include a technical acceptance flight (the **"Technical Acceptance Flight**") that will not exceed ***.

8.2 Buyer's Attendance

8.2.1 The Buyer is entitled to attend the Technical Acceptance Process.

8.2.2 If the Buyer elects to attend the Technical Acceptance Process, the Buyer:

(i) will comply with the reasonable requirements of the Seller, with the intention of completing the Technical Acceptance Process within ***, and

(ii) may have a maximum of *** of its representatives (no more than *** of whom will have access to the cockpit at any one time) accompany the Seller's representatives on the Technical Acceptance Flight, during which the Buyer's representatives will comply with the instructions of the Seller's representatives.

8.2.3 If the Buyer does not attend or fails to cooperate in the Technical Acceptance Process, the Seller will be entitled to complete the Technical Acceptance Process and the Buyer will be deemed to have accepted that the Technical Acceptance Process has been completed, in all respects.

8.3 Certificate of Acceptance

Upon successful completion of the Technical Acceptance Process, the Buyer will, on or before the Delivery Date, sign and deliver to the Seller a certificate of acceptance in respect of the Aircraft in the form of Exhibit D (the **"Certificate of Acceptance**").

8.4 Finality of Acceptance

The Buyer's signature of the Certificate of Acceptance for the Aircraft will constitute waiver by the Buyer of any right it may have, under the Uniform Commercial Code as adopted by the State of New York or otherwise, to revoke acceptance of the Aircraft for any reason, whether known or unknown to the Buyer at the time of acceptance.

8.5 Aircraft Utilization

The Seller will, without payment or other liability, be entitled to use the Aircraft before Delivery as may be necessary to obtain the certificates required under Clause 7. Such use will not limit the Buyer's obligation to accept Delivery hereunder.

The Seller will be authorized to use the Aircraft *** for any other purpose without specific agreement of the Buyer.

9 - DELIVERY

9.1 Delivery Schedule

Subject to Clauses 2, 7, 8, 10 and 18, the Seller will have the Aircraft Ready for Delivery at the Delivery Location within the following quarters (each a **"Scheduled Delivery Quarter"**):

Aircraft number	Aircraft type	Scheduled Delivery ***
Aircraft N°1	A350-900 Aircraft	***2022
Aircraft N°2	A350-900 Aircraft	***
Aircraft N°3	A350-900 Aircraft	***
Aircraft N°4	A350-900 Aircraft	***
Aircraft N°5	A350-900 Aircraft	***
Aircraft N°6	A350-900 Aircraft	***
Aircraft N°7	A350-900 Aircraft	***
Aircraft N°8	A350-900 Aircraft	***
Aircraft N°9	A350-900 Aircraft	***
Aircraft N°10	A350-900 Aircraft	***
Aircraft N°11	A350-900 Aircraft	***
Aircraft N°12	A350-900 Aircraft	***
Aircraft N°13	A350-900 Aircraft	***
Aircraft N°14	A350-900 Aircraft	***
Aircraft N°15	A350-900 Aircraft	***
Aircraft N°16	A350-900 Aircraft	***
Aircraft N°17	A350-900 Aircraft	***
Aircraft N°18	A350-900 Aircraft	***
Aircraft N°19	A350-900 Aircraft	***
Aircraft N°20	A350-900 Aircraft	***
Aircraft N°21	A350-900 Aircraft	***
Aircraft N°22	A350-900 Aircraft	***
Aircraft N°23	A350-900 Aircraft	***
Aircraft N°24	A350-900 Aircraft	***
Aircraft N°25	A350-900 Aircraft	***
Aircraft N°26	A350-900 Aircraft	***
Aircraft N°27	A350-900 Aircraft	***
Aircraft N°28	A350-900 Aircraft	***
Aircraft N°29	A350-900 Aircraft	***
Aircraft N°30	A350-900 Aircraft	***
Aircraft N°31	A350-900 Aircraft	***
Aircraft N°32	A350-900 Aircraft	***
Aircraft N°33	A350-900 Aircraft	***
Aircraft N°34	A350-900 Aircraft	***
Aircraft N°35	A350-900 Aircraft	***
Aircraft N°36	A350-900 Aircraft	***
Aircraft N°37	A350-900 Aircraft	***

Aircraft N°38	A350-900 Aircraft	***
Aircraft N°39	A350-900 Aircraft	***
Aircraft N°40	A350-900 Aircraft	***
Aircraft N°41	A350-900 Aircraft	***
Aircraft N°42	A350-900 Aircraft	***
Aircraft N°43	A350-900 Aircraft	***
Aircraft N°44	A350-900 Aircraft	***
Aircraft N°45	A350-900 Aircraft	***2027

9.1.1 The Seller will communicate to the Buyer the scheduled delivery month of each Aircraft (its **"Scheduled Delivery Month"**), no later than *** before the first day of the calendar year corresponding to the Scheduled Delivery Quarter of such Aircraft.

9.1.2 The Seller will give the Buyer (i) ***. Thereafter the Seller will notify the Buyer of any change to such dates.

9.2 Delivery Process

9.2.1 The Buyer will send its representatives to the Delivery Location to take Delivery of the Aircraft at the date on which the Aircraft is Ready for Delivery.

9.2.2 The Seller will deliver and transfer title to the Aircraft to the Buyer free and clear of all encumbrances (except for any liens or encumbrances created by or on behalf of the Buyer) provided that the Balance of the Final Price of the Aircraft has been paid by the Buyer pursuant to Clause 5.4 and that the Certificate of Acceptance has been signed and delivered to the Seller pursuant to Clause 8.3. The Seller will provide the Buyer with a bill of sale in the form of Exhibit E (the **"Bill of Sale"**) and/or such other documentation confirming transfer of title and receipt of the Final Price of the Aircraft as may reasonably be requested by the Buyer. Title to and risk of loss of or damage to the Aircraft will pass to the Buyer contemporaneously with the delivery by the Seller to the Buyer of such Bill of Sale.

9.2.3 Upon successful completion of the Technical Acceptance Process, if the Buyer fails to (i) deliver the signed Certificate of Acceptance to the Seller, or (ii) pay the Balance of the Final Price of the Aircraft for the Aircraft to the Seller, as set forth in Clause 9.2.2 above, then the Buyer will be deemed to have rejected Delivery wrongfully when the Aircraft was duly tendered to the Buyer hereunder. If such a deemed rejection arises, the Seller will retain title to the Aircraft and the Buyer will indemnify and hold the Seller harmless against any

and all costs (including but not limited to any parking, storage, and insurance costs, ***) and consequences resulting from the Buyer's rejection, it being understood that the Seller will be under no duty to the Buyer to store, park, or otherwise protect the Aircraft. These rights of the Seller will be in addition to the Seller's other rights and remedies in this Agreement.

9.3 Flyaway

9.3.1 The Buyer and the Seller will cooperate to obtain any licenses that may be required by the Aviation Authority of the Delivery Location for the purpose of exporting the Aircraft.

9.3.2 All expenses of, or connected with, flying the Aircraft from the Delivery Location after Delivery will be borne by the Buyer. The Buyer will make direct arrangements with the supplying companies for the fuel and oil required for all post-Delivery flights.

10 - EXCUSABLE DELAY AND TOTAL LOSS

10.1 Scope of Excusable Delay

Neither the Seller nor any Affiliate of the Seller, will be responsible for or be deemed to be in default on account of delays in delivery of the Aircraft or failure to deliver or otherwise in the performance of this Agreement or any part hereof due to causes beyond the Seller's, or any Affiliate's control or not occasioned by the Seller's, fault or negligence ("**Excusable Delay**"), including, but not limited to: (i) acts of God or the public enemy, natural disasters, fires, floods, storms beyond ordinary strength, explosions or earthquakes; epidemics or quarantine restrictions; serious accidents; any law, decision, regulation, directive or other act (whether or not having the force of law) of any government or of the Council of the European Community or the Commission of the European Community or of any national, Federal, State, municipal or other governmental department, commission, board, bureau, agency, court or instrumentality, domestic or foreign; governmental priorities, regulations or orders affecting allocation of materials, facilities or a completed Aircraft; war, civil war or warlike operations, terrorism, insurrection or riots; failure of transportation; strikes or labor troubles causing cessation, slow down or interruption of work; delay in obtaining any airworthiness or type certification; inability after due and timely diligence to procure materials, accessories, equipment or parts; general hindrance in transportation; or failure of a subcontractor or Supplier to furnish materials, components, accessories, equipment or parts; (ii) any delay caused directly or indirectly by the action or inaction of the Buyer; and (iii) delay in delivery or otherwise in the performance of this Agreement by the Seller due in whole or in part to any delay in or failure of the delivery of, or any other event or circumstance relating to, the Propulsion Systems or Buyer Furnished Equipment.

10.2 Consequences of Excusable Delay

10.2.1 If an Excusable Delay occurs the Seller will:

(i) notify the Buyer of such Excusable Delay as soon as practicable after becoming aware of the same;

(ii) not be deemed to be in default in the performance of its obligations hereunder as a result of such Excusable Delay;

(iii) not be responsible for any damages arising from or in connection with such Excusable Delay suffered or incurred by the Buyer;

(iv) as soon as practicable after the removal of the cause of such Excusable Delay resume performance of its obligations under this Agreement and in particular will notify the Buyer of the revised Scheduled Delivery Month.

10.3 Termination on Excusable Delay

10.3.1 If any Delivery is delayed as a result of an Excusable Delay for a period of more than ***.

10.3.2 If the Seller advises the Buyer in its notice of a revised Scheduled Delivery Month pursuant to Clause 10.2.1(iv) that there will be a delay in Delivery of an Aircraft of more than ***.

If this Agreement ***. The Seller will notify the Buyer of the new Scheduled Delivery Month after the thirty (30) day period referred to in Clause 10.3.1 or 10.3.2, and this new Scheduled Delivery Month will be deemed to be an amendment to the applicable Scheduled Delivery Month in Clause 9.1.1.

10.4 Total Loss, Destruction or Damage

If, prior to Delivery, any Aircraft is lost, destroyed or in the reasonable opinion of the Seller is damaged beyond economic repair (**"Total Loss**"), the Seller will notify the Buyer to this effect ***. The Seller will include in said notification (or as soon after the issue of the notice as such information becomes available to the Seller) the earliest date consistent with the Seller's other commitments and production capabilities that an aircraft to replace the Aircraft may be delivered to the Buyer and the Scheduled Delivery Month will be extended as specified in the Seller's notice to accommodate the delivery of the replacement aircraft; provided, however, that if the Scheduled Delivery Month is extended to a month that is later than twelve (12) months after the last day of the original Scheduled Delivery Month ***:

(i) the Buyer notifies the Seller ***; and

(ii) the parties execute an amendment to this Agreement recording the change in the Scheduled Delivery Month.

Nothing herein will require the Seller to manufacture and deliver a replacement aircraft if such manufacture would require the reactivation of its production line for the model or series of aircraft that includes the Aircraft.

10.5 Termination Rights Exclusive

***, such termination will discharge all obligations and liabilities of the parties hereunder with respect to such affected Aircraft and undelivered material, services, data or other items applicable thereto and to be furnished under the Agreement.

10.6 Remedies

THIS CLAUSE 10 SETS FORTH THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER FOR DELAYS IN DELIVERY OR FAILURE TO DELIVER, OTHER THAN SUCH DELAYS AS ARE COVERED BY CLAUSE 11, AND THE BUYER HEREBY WAIVES ALL RIGHTS TO WHICH IT WOULD OTHERWISE BE ENTITLED IN RESPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY RIGHTS TO INCIDENTAL AND CONSEQUENTIAL DAMAGES OR SPECIFIC PERFORMANCE. THE BUYER WILL NOT BE ENTITLED TO CLAIM THE REMEDIES AND RECEIVE THE BENEFITS PROVIDED IN THIS CLAUSE 10 WHERE THE DELAY REFERRED TO IN THIS CLAUSE 10 IS CAUSED BY THE NEGLIGENCE OR FAULT OF THE BUYER OR ITS REPRESENTATIVES.

11 - INEXCUSABLE DELAY

11.1 Liquidated Damages

Should an Aircraft not be Ready for Delivery *** may be changed pursuant to Clauses 2, 7 or 10) (the **"Delivery Period**") and such delay is not as a result of an Excusable Delay or Total Loss, then such delay will be termed an **"Inexcusable Delay**."

In the event of an Inexcusable Delay, the Buyer will have the right to claim, and the Seller will pay the Buyer liquidated damages of ***.

In no event will the amount of liquidated damages ***.

The Buyer's right to liquidated damages in respect of an Aircraft is conditioned on the Buyer's submitting a written claim for liquidated damages to the Seller not later than ***.

11.2 Renegotiation

If, as a result of an Inexcusable Delay, the Delivery does not occur *** the Buyer will have the right, exercisable by written notice to the Seller given between ***, to require from the Seller a renegotiation of the Scheduled Delivery Month for the affected Aircraft. Unless otherwise agreed between the Seller and the Buyer during such renegotiation, the said renegotiation will not prejudice the Buyer's right to receive liquidated damages in accordance with Clause 11.1.

11.3 Termination

If, as a result of an Inexcusable Delay, the Delivery does not occur ***, then both parties will have the right, exercisable by written notice to the other party, given between ***, to terminate this Agreement in respect of the affected Aircraft. In the event of termination, ***, except that ***.

11.4 Remedies

THIS CLAUSE 11 SETS FORTH THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER FOR DELAYS IN DELIVERY OR FAILURE TO DELIVER, OTHER THAN SUCH DELAYS AS ARE COVERED BY CLAUSE 10, AND THE BUYER HEREBY WAIVES ALL RIGHTS TO WHICH IT WOULD OTHERWISE BE ENTITLED IN RESPECT THEREOF, INCLUDING WITHOUT LIMITATION ANY RIGHTS TO INCIDENTAL AND CONSEQUENTIAL DAMAGES OR SPECIFIC PERFORMANCE. THE BUYER WILL NOT BE ENTITLED TO CLAIM THE REMEDIES AND RECEIVE THE BENEFITS PROVIDED IN THIS CLAUSE 11 WHERE THE DELAY REFERRED TO IN THIS CLAUSE 11 IS CAUSED BY THE NEGLIGENCE OR FAULT OF THE BUYER OR ITS REPRESENTATIVES.

12 - WARRANTIES AND SERVICE LIFE POLICY

12.1 Warranty

12.1.1 Nature of Warranty

Subject to the limitations and conditions hereinafter provided, and except as provided in Clause 12.1.2, the Seller warrants to the Buyer that the Aircraft and each Warranted Part will at the time of Delivery to the Buyer be free from defects:

(i) in material,

(ii) in workmanship, including, without limitation, processes of manufacture,

(iii) in design (including, without limitation, selection of materials) having regard to the state of the art at the date of such design, and

(iv) arising from failure to conform to the Specification, except as to those portions of the Specification that are expressly stated in the Specification to be estimates or approximations or design aims.

For the purposes of this Agreement, the term **"Warranted Part**" will mean any Seller proprietary component, equipment, software, or part, that (a) is installed on an Aircraft at Delivery, (b) is manufactured to the detail design of the Seller or a subcontractor of the Seller and (c) bears a Seller's part number at the time of Delivery.

12.1.2 Exclusions

The warranties set forth in Clause 12.1.1 will not apply to Buyer Furnished Equipment, Propulsion Systems, or to any component, accessory, equipment or part purchased by the Buyer that is not a Warranted Part, provided, however, that:

(i) any defect in the Seller's workmanship in respect of the installation of such items in the Aircraft, including any failure by the Seller to conform to the installation instructions of the manufacturers of such items that invalidates any applicable warranty from such manufacturers, will constitute a defect in workmanship for the purpose of this Clause 12.1 and be covered by the warranty set forth in Clause 12.1.1(ii), and

(ii) any defect inherent in the Seller's design of the installation, considering the state of the art at the date of such design, that impairs the use of such items will constitute a defect in design for the purposes of this Clause 12.1 and will be covered by the warranty set forth in Clause 12.1.1(iii).

12.1.3 Warranty Periods

The warranties described in Clauses 12.1.1 and 12.1.2 hereinabove will be limited to those defects that become apparent within *** (the **"Warranty Period**").

12.1.4 Limitations of Warranty

12.1.4.1 The Buyer's remedy and the Seller's obligation and liability under Clauses 12.1.1 and 12.1.2 are limited to, at the Seller's expense and option, the repair, replacement or correction (to include, in the case of software, supply of a comparable product with equivalent function) of any defective Warranted Part. The Seller may elect to effect such repair, replacement or correction by supplying modification kits designed to rectify the defect or by furnishing a credit to the Buyer for the future purchase of goods and services (not including Aircraft) equal to the price at which the Buyer is then entitled to acquire a replacement for the defective Warranted Part.

12.1.4.2 If the Seller corrects a defect covered by Clause 12.1.1(iii) that becomes apparent within the Warranty Period, on the Buyer's written request the Seller will correct any such defect of the same type in any Aircraft that has not already been delivered to the Buyer. The Seller will not be responsible for, nor deemed to be in default on account of any delay in Delivery of any Aircraft or otherwise, in respect of performance of this Agreement, due to the Seller's undertaking to make such correction. Alternatively, the Buyer and the Seller may agree to deliver such Aircraft with subsequent correction of the defect by the Buyer at the Seller's expense, or the Buyer may elect to accept Delivery and thereafter file a Warranty Claim as though the defect had become apparent immediately after Delivery of such Aircraft.

12.1.5 Cost of Inspection

12.1.5.1 In addition to the remedies set forth in Clauses 12.1.4.1 and 12.1.4.2, the Seller will reimburse the direct labor costs incurred by the Buyer in performing inspections of the Aircraft that are conducted to determine whether or not a defect exists in any warranted Part within the Warranty Period subject to the following conditions:

(i) Such inspections are recommended in a Seller Service Bulletin to be performed within the Warranty Period;

(ii) Such inspections are not performed in lieu of any corrective action that has been provided by the Seller prior to the dates of such inspection;

(iii) the labor rate for the reimbursements will be the In-house Warranty Labor Rate, and

(iv) the manhours used to determine such reimbursement will not exceed the Seller's estimate of the manhours required for such inspections.

12.1.6 Warranty Claim Requirements

The Buyer's remedy and the Seller's obligation and liability under this Clause 12.1 with respect to each claimed defect are subject to the following conditions:

(i) the defect has becomes apparent within the Warranty Period,

(ii) the Buyer has filed a Warranty Claim *** of a defect becoming apparent, except where the Seller has issued a Service Bulletin intended to provide a remedy for such a defect, in which case the Warranty Claim must be filed no later than *** following embodiment of the Seller Service Bulletin in the Aircraft;

(iii) the Buyer has submitted to the Seller evidence reasonably satisfactory to the Seller that (i) the claimed defect is due to a matter covered under the provisions of this Clause 12, and (ii) that such defect did not result from any act or omission of the Buyer, including but not limited to, any failure to operate and maintain the affected Aircraft or part thereof in accordance with the standards set forth in Clause 12.1.11 or from any act or omission of any third party;

(iv) the Buyer returns the Warranted Part claimed to be defective to the repair facilities designated by the Seller as soon as practicable, unless the Buyer elects to repair a defective Warranted Part in accordance with the provisions of Clause 12.1.8; and

(v) the Seller's receives a Warranty Claim complying with the provisions of Clause 12.1.7(v).

12.1.7 Warranty Administration

The warranties set forth in this Clause 12.1 will be administered as hereinafter provided:

(i) Claim Determination

Determination by the Seller as to whether any claimed defect in any Warranted Part is a valid Warranty Claim will be made by the Seller and will be based on claim details, reports from the Seller's regional representative, historical data logs, inspections, tests, findings during repair, defect analysis and other relevant documents and information.

(ii) Transportation Costs

The cost of transporting a Warranted Part claimed to be defective to the facilities designated by the Seller will be borne by the Buyer.

(iii) On-Aircraft Work by the Seller

If either (a) the Seller determines that a defect subject to this Clause 12.1 requires the dispatch by the Seller of a Seller's working team to the Buyer's facilities, to repair or correct such defect through implementation of one or more Seller's Service Bulletins, or (b) the Seller accepts the return of an Aircraft to perform or have performed a repair or correction, then, the labor costs for such on-Aircraft work will be borne by the Seller at the In-House Warranty Labor Rate.

On-Aircraft work by the Seller will be undertaken only if, in the Seller's opinion, the work requires the Seller's technical expertise. In such case, the Seller and the Buyer will agree on a schedule and place for the work to be performed.

(iv) Return of an Aircraft

If the Buyer desires to return an Aircraft to the Seller for consideration of a Warranty Claim, the Buyer will notify the Seller of its intention to do so, and the Seller will, prior to such return, have the right to inspect such Aircraft, and without prejudice to the Seller's rights hereunder, to repair such Aircraft either at the Buyer's facilities or at another place acceptable to the Seller. Delivery of any Aircraft by the Buyer to the Seller and return of such Aircraft to the Buyer's facilities will be at the Buyer's expense.

(v) Warranty Claim Substantiation

For each claim under this Clause 12.1 the Buyer will give written notice (a "Warranty Claim") to the Seller that contains at least the data listed below with respect to an Aircraft or Warranted Part, as applicable. The Buyer will deliver the Warranty Claim *** of discovering each defect giving rise to a claim by the Buyer under this Clause 12.

The minimum data to be supplied are as follows:

(a) Description of the defect and any action taken,

(b) Date of incident and/or removal,

(c) Description of the Warranted Part claimed to be defective,

(d) Part number,

(e) Serial number (if applicable),

(f) Position on Aircraft, according to Catalog Sequence Number of the Illustrated Parts Catalog, Component Maintenance Manual or Structural Repair Manual as applicable,

(g) Total flying hours or calendar times, as applicable, at the date of appearance of a defect,

(h) Time since last shop visit at the date of appearance of defect,

(i) Manufacturer's serial number or "MSN" of the Aircraft and/or its registration number,

(j) Aircraft total flying hours and/or number of landings at the date of appearance of defect,

(k) Claim number,

(l) Date of claim and

(m) Date of Delivery of an Aircraft to the Buyer.

Warranty Claims are to be addressed as follows:

AIRBUS
CUSTOMER SERVICES DIRECTORATE
WARRANTY ADMINISTRATION
ROND-POINT MAURICE BELLONTE
B.P. 33
F-31707 BLAGNAC CEDEX
FRANCE

(vi) Replacements

Replaced components, equipment, accessories or parts will become the Seller's property.

Title to and risk of loss of any Aircraft, component, accessory, equipment or part returned by the Buyer to the Seller will at all times remain with the Buyer, except that (i) when the Seller has possession of a returned Aircraft, component, accessory, equipment or part to which the Buyer has title, the Seller will have such responsibility therefor as is chargeable by law to a bailee for hire, but the Seller will not be liable for loss of use, and (ii) title to and risk of loss of a returned component, accessory, equipment or part will pass to the Seller on shipment by the Seller to the Buyer of any item furnished by the Seller to the

Buyer as a replacement therefor. Upon the Seller's shipment to the Buyer of any replacement component, accessory, equipment or part provided by the Seller pursuant to this Clause 12.1, title to and risk of loss of such replacement component, accessory, equipment or part will pass to the Buyer.

(vii) Rejection

The Seller will provide reasonable written substantiation in case of rejection of a Warranty Claim. The Buyer will pay to the Seller reasonable inspection and test charges incurred by the Seller in connection with the investigation and processing of a rejected Warranty Claim.

(viii) Inspection

The Seller will have the right to inspect the affected Aircraft and documents and other records relating thereto in the event of any claim under this Clause 12.1.

12.1.8 In-house Warranty

(i) Authorization

The Buyer is hereby authorized to repair Warranted Parts, subject to the terms of this Clause 12.1.8 ("**In-house Warranty Repair**"). When the estimated cost of an In-house Warranty Repair ***, the Buyer will notify the Resident Customer Support Representative, of its decision to perform any in-house repairs before such repairs are commenced. The Buyer's notice will include sufficient detail regarding the defect, estimated labor hours and material to allow the Seller to ascertain the reasonableness of the estimate. The Seller will use reasonable efforts to ensure a prompt response and will not unreasonably withhold authorization.

(ii) Conditions of Authorization

The Buyer will be entitled to the benefits under this Clause 12.1.8 for repair of Warranted Parts:

(a) if the Buyer complies with the terms of Clause 12.1.8(i);

(b) if adequate facilities and qualified personnel are available to the Buyer.

(c) provided that repairs are to be performed in accordance with the Seller's written instructions set forth in applicable Technical Data and

(d) only to the extent specified by the Seller, or, in the absence of the Seller's specifying, to the extent reasonably necessary to correct the defect, in accordance with the standards set forth in Clause 12.1.11.

(iii) Seller's Rights

The Seller will have the right to require the return to Seller of any Warranted Part, or any part removed therefrom, that is claimed to be defective, if, in the Seller's judgment, the nature of the claimed defect requires technical investigation. Such delivery will be subject to the provisions of Clause 12.1.7(ii).

The Seller will have the right to have a representative present during the disassembly, inspection and testing of any Warranted Part claimed to be defective.

(iv) In-house Warranty Claim Substantiation

Claims for In-house Warranty Repair credit must be submitted to the Seller no later than *** after completion of such In-house Warranty Repair, and will comply with the requirements for Warranty Claims under Clause 12.1.6 (v) and in addition will include:

(a) a report of technical findings with respect to the defect,

(b) for parts required to remedy the defect:

(c) part numbers, serial numbers (if applicable), description of the parts, quantity of parts, unit price of parts, copies of related Seller's or third party's invoices (if applicable), total price of parts

(d) detailed number of labor hours,

(e) In-house Warranty Labor Rate, and

(f) total claim value.

(v) Credit

The Buyer's sole remedy, and the Seller's sole obligation and liability, in respect of In-house Warranty Repair claims, will be a credit to the Buyer's account. Such credit will be equal to the sum of the direct labor cost expended in performing such repair, plus the direct cost of materials incorporated in the repair. Such costs will be determined as set forth below.

(a) To determine direct labor costs, only the man-hours spent on removal from the Aircraft disassembly, inspection, repair, reassembly, and final inspection and test of the Warranted Part, and reinstallation thereof on the Aircraft will be counted. The hours required for maintenance work concurrently being carried out on the Aircraft or Warranted Part will not be included.

(b) The hours counted as set forth in Clause 12.1.8 (v)(a) above will ***, which is deemed to represent the Buyer's composite average hourly labor rate (excluding all fringe benefits, premium time allowances, social security charges, business taxes and similar items) paid to the Buyer's employees or to a third party that the Buyer has authorized to perform the repair, whose jobs, in both cases, are directly related to the performance of the repair. This labor rate is *** (the "**In-house Warranty Labor Rate**").

The In-house Warranty Labor Rate is subject to adjustment annually *** Labor Index defined in the Seller Price Revision Formula.

(c) Direct material costs are determined by the prices at which the Buyer acquired such material, excluding any parts and materials used for overhaul furnished free of charge by the Seller.

(vi) Limitation on Credit

The Buyer will in no event be credited for repair costs (labor or material) for any Warranted Part if such repair costs exceed in the *** for a replacement of such defective Warranted Part provided such replacement part is available for purchase.

The Seller will substantiate such Seller costs in writing on reasonable request by the Buyer.

(vii) Scrapped Material

The Buyer may, with the agreement of the Seller's Resident Customer Support Representative, scrap any defective Warranted Parts that are beyond economic repair and not required for technical evaluation.

If the Buyer does not obtain the agreement of the Seller's Resident Customer Support Representative to scrap a Warranted Part immediately, the Buyer will retain such Warranted Part and any defective part removed from a Warranted Part during repair for a period of either *** after the date of completion of repair or *** after submission of a claim for In-house Warranty Repair credit relating thereto, whichever is longer. Such parts will be returned to the Seller within *** of receipt of the Seller's request therefor, made within such retention periods.

A record of scrapped Warranted Parts, certified by an authorized representative of the Buyer, will be kept by the Buyer for at least the duration of the Warranty Period.

(viii) DISCLAIMER OF SELLER LIABILITY FOR BUYER'S REPAIR

THE SELLER WILL NOT BE LIABLE FOR, AND THE BUYER WILL INDEMNIFY THE SELLER AGAINST, THE CLAIMS OF ANY THIRD PARTIES FOR LOSSES DUE TO ANY DEFECT, NONCONFORMANCE OR PROBLEM OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH ANY REPAIR OF WARRANTED PARTS UNDERTAKEN BY THE BUYER UNDER THIS CLAUSE 12.1.8 OR ANY OTHER ACTIONS UNDERTAKEN BY THE BUYER UNDER THIS CLAUSE 12.1.8, WHETHER SUCH CLAIM IS ASSERTED IN CONTRACT OR IN TORT, OR IS PREMISED ON ALLEGED, ACTUAL, IMPUTED, ORDINARY OR INTENTIONAL ACTS OR OMISSIONS OF THE BUYER OR THE SELLER

12.1.9 Warranty Transferability

Notwithstanding the provisions of Clause 21.1, the warranties provided for in this Clause 12.1 for any Warranted Part will accrue to the benefit of any airline in revenue service other than the Buyer, if the Warranted Part enters into the possession of any such airline as a result of a pooling agreement between such airline and the Buyer, in accordance with the terms and subject to the limitations and exclusions of the foregoing warranties and to applicable laws or regulations.

12.1.9.1 Warranty for Corrected, Replacement or Repaired Warranted Parts

Whenever any Warranted Part that contains a defect for which the Seller is liable under this Clause 12.1 has been corrected, repaired or replaced pursuant to the terms hereof, the period of the Seller's warranty with respect to such corrected, repaired or replacement Warranted Part, will be the remaining portion of the original warranty in respect of such corrected, repaired or replaced Warranted Part or twelve (12) months, whichever is longer. If a defect is attributable to a defective repair or replacement by the Buyer, a Warranty Claim with respect to such defect will be rejected, notwithstanding any subsequent correction or repair, and will immediately terminate the remaining warranties under this Clause 12.1 in respect of the affected Warranted Part.

12.1.10 Good Airline Operation - Normal Wear and Tear

The Buyer's rights under this Clause 12.1 are subject to the Aircraft and each component, equipment, accessory and part thereof being maintained, overhauled, repaired and operated in accordance with good commercial airline practice, all technical documentation and any other instructions issued by the Seller, the Suppliers or the Propulsion Systems Manufacturer and all applicable rules, regulations and directives of the relevant Aviation Authorities.

The Seller's liability under this Clause 12.1 will not extend to normal wear and tear or to

(i) any Aircraft or component, equipment, accessory or part thereof that has been repaired, altered or modified after Delivery in a manner other than that approved by the Seller;

(ii) any Aircraft or component, equipment, accessory or part thereof that has been operated in a damaged state; or

(iii) any component, equipment, accessory or part from which the trademark, trade name, part or serial number or other identification marks have been removed.

12.2 Service Life Policy

12.2.1 Scope and Definitions

In addition to the warranties set forth in Clause 12.1, the Seller agrees that should a Failure occur in any Item (as these terms are defined below), then, subject to the general conditions and limitations set forth in Clause 12.2.4, the provisions of this Clause 12.2 will apply.

For the purposes of this Clause 12.2:

(i) "**Item**" means any of the Seller components, equipment, accessories or parts listed in Exhibit F that are installed on an Aircraft at any time during the period of effectiveness of the Service Life Policy specified in Clause 12.2.2.

(ii) "**Failure**" means any breakage of, or defect in, an Item that materially impairs the utility or safety of the Item, provided that (a) any such breakage of, or defect in, such Item did not result from any breakage or defect in any other Aircraft part or component or from any other extrinsic force and (b) has occurred or can reasonably be expected to occur on a repetitive or fleetwide basis.

The Seller's obligations under this Clause 12.1.2 are referred to as the "**Service Life Policy**."

12.2.2 Periods and Seller's Undertaking

Subject to the general conditions and limitations set forth in Clause 12.2.4, the Seller agrees that if a Failure occurs in an Item *** after the Delivery of the Aircraft in which such Item is installed, the Seller will, at its discretion, as promptly as practicable and for a price that reflects the Seller's financial participation as hereinafter provided, either:

(i) design and furnish to the Buyer a correction for such Item and provide any parts required for such correction (including Seller designed standard parts but excluding industry standard parts), or

(ii) replace such Item.

12.2.3 ***

Any part or Item or part that the Seller is required to furnish to the Buyer under this Service Life Policy will be furnished to the Buyer ***, which will be determined in accordance with the following formula:

***

12.2.4 General Conditions and Limitations

12.2.4.1 Notwithstanding any provision of this Clause 12.2, during the Warranty Period, all Items will be covered by the provisions of Clause 12.1 of this Agreement and not by the provisions of this Clause 12.2.

12.2.4.2 The Buyer's remedies and the Seller's obligations and liabilities under this Service Life Policy are subject to the following conditions:

(i) The Buyer maintains log books and other historical records with respect to each Item adequate to enable the Seller to determine whether the alleged Failure is covered by this Service Life Policy and, if so, to define the portion of the cost to be borne by the Seller in accordance with Clause 12.2.3.

(ii) The Buyer keeps the Seller informed of any significant incidents relating to an Aircraft, however occurring or recorded.

(iii) The Buyer complies with the conditions of Clause 12.1.11.

(iv) The Buyer implements specific structural inspection programs for monitoring purposes as may be established from time to time by the Seller. Such programs will be, to the extent possible, compatible with the Buyer's operational requirements and will be carried out at the Buyer's expense, reports relating thereto to be regularly furnished to the Seller.

(v) The Buyer reports in writing any breakage or defect to the Seller *** after any breakage or defect in an Item becomes apparent, whether or not the breakage or defect can reasonably be expected to occur in any other Aircraft, and the Buyer provides the Seller with sufficient detail about the breakage or defect to enable the Seller to determine whether said breakage or defect is subject to this Service Life Policy.

12.2.4.3 Except as otherwise provided in this Clause 12.2, any claim under this Service Life Policy will be administered as provided in, and will be subject to the terms and conditions of, Clause 12.1.6.

12.2.4.4 If the Seller has issued a service bulletin modification applicable to an Aircraft, the purpose of which is to avoid a Failure, the Seller may elect to supply the necessary modification kit free of charge or under a pro rata formula established by the Seller. If such a kit is so offered to the Buyer, then, in respect of such Failure and any Failures that could ensue therefrom, the validity of the Seller's commitment under this Clause 12.2 will be subject to the Buyer's incorporating such modification in the relevant Aircraft, within a reasonable time, in accordance with the Seller's instructions.

12.2.4.5 THIS SERVICE LIFE POLICY IS NEITHER A WARRANTY, PERFORMANCE GUARANTEE, NOR AN AGREEMENT TO MODIFY ANY AIRCRAFT OR AIRFRAME COMPONENTS TO CONFORM TO NEW DEVELOPMENTS OCCURRING IN THE STATE OF AIRFRAME DESIGN AND MANUFACTURING ART. THE SELLER'S OBLIGATION UNDER THIS CLAUSE 12.2 IS TO MAKE ONLY THOSE CORRECTIONS TO THE ITEMS OR FURNISH REPLACEMENTS THEREFOR AS PROVIDED IN THIS CLAUSE 12.2. THE BUYER'S SOLE REMEDY AND RELIEF FOR THE NONPERFORMANCE OF ANY OBLIGATION OR LIABILITY OF THE SELLER ARISING UNDER OR BY VIRTUE OF THIS SERVICE LIFE POLICY WILL BE IN A CREDIT FOR GOODS AND SERVICES, LIMITED TO THE AMOUNT THE BUYER REASONABLY EXPENDS IN PROCURING A CORRECTION OR REPLACEMENT FOR ANY ITEM THAT IS THE SUBJECT OF A FAILURE COVERED BY THIS SERVICE LIFE POLICY AND TO WHICH SUCH NONPERFORMANCE IS RELATED, LESS THE AMOUNT THAT THE BUYER OTHERWISE WOULD HAVE BEEN REQUIRED TO PAY UNDER THIS CLAUSE 12.2 IN RESPECT OF SUCH CORRECTED OR REPLACEMENT ITEM. WITHOUT LIMITING THE EXCLUSIVITY OF WARRANTIES AND GENERAL LIMITATIONS OF LIABILITY PROVISIONS SET FORTH IN CLAUSE 12.5, THE BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ALL CLAIMS TO ANY FURTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES, ARISING UNDER OR BY VIRTUE OF THIS SERVICE LIFE POLICY.

12.3 Supplier Warranties and Service Life Policies

12.3.1 Seller's Support

Before Delivery of the first Aircraft, the Seller will provide the Buyer with the warranties and service life policies that the Seller has obtained pursuant to the Supplier Product Support Agreements.

12.3.2 Supplier's Default

12.3.2.1 If any Supplier under any warranty referred to in Clause 12.3.1 defaults in the performance of any material obligation under such warranty with respect to a Supplier Part and the Buyer submits reasonable evidence, within a reasonable time, that such default has occurred, then Clause 12.1 of this Agreement will apply to the extent it would have applied had such Supplier Part been a Warranted Part, to the extent the Seller can reasonably perform said Supplier's obligations, except that the Supplier's warranty period indicated in the Supplier Product Support Agreements will apply.

12.3.2.2 If any Supplier under any Supplier service life policy referred to in to Clause 12.3.1 defaults in the performance of any material obligation under such service life policy, and (i) the Buyer has used its best efforts to enforce its rights under such service life policy, and (ii) the Buyer submits within reasonable time to the Seller reasonable evidence that such default has occurred, then Clause 12.2 of this Agreement

will apply to the extent the same would have applied had such component, equipment, accessory or part been listed in Exhibit F hereto, to the extent that the Seller can reasonably perform said Supplier's service life policy.

12.3.2.3 At the Seller's request, the Buyer will assign to the Seller, and the Seller will be subrogated to, all of the Buyer's rights against the relevant Supplier with respect to, and arising by reason of, such default and the Buyer will provide reasonable assistance to enable the Seller to enforce the rights so assigned.

12.4 Interface Commitment

12.4.1 Interface Problem

If the Buyer experiences any technical problem in the operation of an Aircraft or its systems due to a malfunction, the cause of which, after due and reasonable investigation, is not readily identifiable by the Buyer, but which the Buyer reasonably believes to be attributable to the design characteristics of one or more components of the Aircraft (an "Interface Problem"), the Seller will, if requested by the Buyer, and without additional charge to the Buyer, except for transportation of the Seller's or its designee's personnel to the Buyer's facilities, promptly conduct or have conducted an investigation and analysis of such problem to determine, if possible, the cause or causes of the problem and to recommend such corrective action as may be feasible. The Buyer will furnish to the Seller all data and information in the Buyer's possession relevant to the Interface Problem and will cooperate with the Seller in the conduct of the Seller's investigations and such tests as may be required. At the conclusion of such investigation the Seller will promptly advise the Buyer in writing of the Seller's opinion as to the cause or causes of the Interface Problem and the Seller's recommendations as to corrective action.

12.4.2 Seller's Responsibility

If the Seller determines that the Interface Problem is primarily attributable to the design of a Warranted Part, the Seller will, if requested by the Buyer, correct the design of such Warranted Part pursuant to the terms and conditions of Clause 12.1.

12.4.3 Supplier's Responsibility

If the Seller determines that the Interface Problem is primarily attributable to the design of any Supplier Part, the Seller will, at the Buyer's request, reasonably assist the Buyer in processing any warranty claim the Buyer may have against the manufacturer of such Supplier Part.

12.4.4 Joint Responsibility

If the Seller determines that the Interface Problem is attributable partially to the design of a Warranted Part and partially to the design of any Supplier Part, the Seller will, if requested by the Buyer, seek a solution to the Interface Problem through cooperative efforts of the Seller and any Supplier involved. The Seller will promptly advise the Buyer of any corrective action proposed by the Seller and any such Supplier. Such proposal will be consistent with any then existing obligations of the Seller hereunder and of any such Supplier to the Buyer. Such corrective action, unless reasonably rejected by the Buyer, will constitute full satisfaction of any claim the Buyer may have against either the Seller or any such Supplier with respect to such Interface Problem.

12.4.5 General

12.4.5.1 All requests under this Clause 12.4 will be directed both to the Seller and to the affected Suppliers.

12.4.5.2 Except as specifically set forth in this Clause 12.4, this Clause 12.4 will not be deemed to impose on the Seller any obligations not expressly set forth elsewhere in this Agreement.

12.4.5.3 All reports, recommendations, data and other documents furnished by the Seller to the Buyer pursuant to this Clause 12.4 will be deemed to be delivered under this Agreement and will be subject to the terms, covenants and conditions set forth in this Clause 12 and in Clause 22.10.

12.5 Exclusivity of Warranties

THIS CLAUSE 12 SETS FORTH THE EXCLUSIVE WARRANTIES, EXCLUSIVE LIABILITIES AND EXCLUSIVE OBLIGATIONS OF THE SELLER, AND THE EXCLUSIVE REMEDIES AVAILABLE TO THE BUYER, WHETHER UNDER THIS AGREEMENT OR OTHERWISE, ARISING FROM ANY DEFECT OR NONCONFORMITY OR PROBLEM OF ANY KIND IN ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY, PART, SOFTWARE, DATA OR SERVICE DELIVERED BY THE SELLER UNDER THIS AGREEMENT.

THE BUYER RECOGNIZES THAT THE RIGHTS, WARRANTIES AND REMEDIES IN THIS CLAUSE 12 ARE ADEQUATE AND SUFFICIENT TO PROTECT THE BUYER FROM ANY DEFECT OR NONCONFORMITY OR PROBLEM OF ANY KIND IN THE GOODS AND SERVICES SUPPLIED UNDER THIS AGREEMENT. THE BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS, GUARANTEES AND LIABILITIES OF THE SELLER AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF THE BUYER AGAINST THE SELLER, WHETHER EXPRESS OR IMPLIED BY CONTRACT, TORT, OR STATUTORY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMITY OR DEFECT OR PROBLEM OF ANY KIND IN ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY, PART, SOFTWARE, DATA OR SERVICE DELIVERED BY THE SELLER UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO:

ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR ANY GENERAL OR PARTICULAR PURPOSE;

ANY IMPLIED OR EXPRESS WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;

ANY RIGHT, CLAIM OR REMEDY FOR BREACH OF CONTRACT;

ANY RIGHT, CLAIM OR REMEDY FOR TORT, UNDER ANY THEORY OF LIABILITY, HOWEVER ALLEGED, INCLUDING, BUT NOT LIMITED TO, ACTIONS AND/OR CLAIMS FOR NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL ACTS, WILLFUL DISREGARD, IMPLIED WARRANTY, PRODUCT LIABILITY, STRICT LIABILITY OR FAILURE TO WARN;

ANY RIGHT, CLAIM OR REMEDY ARISING UNDER THE UNIFORM COMMERCIAL CODE OR ANY OTHER STATE OR FEDERAL STATUTE;

ANY RIGHT, CLAIM OR REMEDY ARISING UNDER ANY REGULATIONS OR STANDARDS IMPOSED BY ANY INTERNATIONAL, NATIONAL, STATE OR LOCAL STATUTE OR AGENCY;

ANY RIGHT, CLAIM OR REMEDY TO RECOVER OR BE COMPENSATED FOR:

LOSS OF USE OR REPLACEMENT OF ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY OR PART PROVIDED UNDER THIS AGREEMENT;

(i) LOSS OF, OR DAMAGE OF ANY KIND TO, ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY OR PART PROVIDED UNDER THIS AGREEMENT;

(ii) LOSS OF PROFITS AND/OR REVENUES;

(iii) ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE.

THE WARRANTIES AND SERVICE LIFE POLICY PROVIDED BY THIS AGREEMENT WILL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY THE SELLER AND THE BUYER. IN THE EVENT THAT ANY PROVISION OF THIS CLAUSE 12 SHOULD FOR ANY REASON BE HELD UNLAWFUL, OR OTHERWISE UNENFORCEABLE, THE REMAINDER OF THIS CLAUSE 12 WILL REMAIN IN FULL FORCE AND EFFECT.

FOR THE PURPOSE OF THIS CLAUSE 12.5, "SELLER" WILL BE UNDERSTOOD TO INCLUDE THE SELLER, ITS AFFILIATES AND SUPPLIERS.

12.6 Duplicate Remedies

The remedies provided to the Buyer under Clause 12.1 and Clause 12.2 as to any defect in respect of the Aircraft or any part thereof are mutually exclusive and not cumulative. The Buyer will be entitled to the remedy that provides the maximum benefit to it, as the Buyer may elect, pursuant to the terms and conditions of this Clause 12 for any particular defect for which remedies are provided under this Clause 12; provided, however, that the Buyer will not be entitled to elect a remedy under both Clause 12.1 and Clause 12.2 for the same defect. The Buyer's rights and remedies herein for the nonperformance of any obligations or liabilities of the Seller arising under these warranties will be in monetary damages limited to the amount the Buyer expends in procuring a correction or replacement for any covered part subject to a defect or nonperformance covered by this Clause 12, and the Buyer will not have any right to require specific performance by the Seller.

12.7 Transferability

The Buyer's rights under this Clause 12 may not be assigned, sold, transferred, novated or otherwise alienated by operation of law or otherwise, without the Seller's prior written consent. Any assignment, sale, transfer or novation in violation of this Clause 12.7 will, as to the Aircraft involved, immediately void the rights and warranties of the Buyer under this Clause 12 and any and all other warranties that might arise under, or be implied, in Law or otherwise.

12.8 Negotiated Agreement

The parties each acknowledge that:

(i) the Specification has been agreed upon after careful consideration by the Buyer using its judgment as a professional operator of, and maintenance provider with respect to, aircraft used in public transportation and as such is a professional within the same industry as the Seller;

(ii) this Agreement, and in particular this Clause 12, has been the subject of discussion and negotiation and is fully understood by the Buyer; and

(iii) the price of the Aircraft and the other mutual agreements of the Buyer set forth in this Agreement were arrived at in consideration of, inter alia, the provisions of this Clause 12, specifically including the Exclusivity of Warranties set forth in Clause 12.

13 - PATENT AND COPYRIGHT INDEMNITY

13.1 Indemnity

13.1.1 Subject to the provisions of Clause 13.2.3, the Seller will indemnify the Buyer from and against any damages, costs and expenses including reasonable legal costs (excluding damages, costs, expenses, loss of profits and other liabilities in respect of or resulting from loss of use of the Aircraft) resulting from any infringement or claim of infringement by the Airframe or any part or software installed therein at Delivery of:

(i) any British, French, German, Spanish or U.S. patent; and

(ii) any patent issued under the laws of any other country in which the Buyer may lawfully operate the Aircraft, provided that from the time of design of such Airframe or any part or software installed therein at Delivery and until infringement claims are resolved, the country of the patent and the flag country of the Aircraft are both parties to:

(1) the Chicago Convention on International Civil Aviation of December 7, 1944, and are each fully entitled to all benefits of Article 27 thereof, or,

(2) the International Convention for the Protection of Industrial Property of March 20, 1883 (the "Paris Convention"); and

(iii) in respect of computer software installed on the Aircraft, any copyright, provided that the Seller's obligation to indemnify will be limited to infringements in countries which, at the time of design versus infringement claim are members of The Berne Union and recognize computer software as a "work" under the Berne Convention.

13.1.2 Clause 13.1.1 will not apply to

(i) Buyer Furnished Equipment;

(ii) the Propulsion Systems;

(iii) Supplier Parts; or

(iv) software not developed by the Seller.

13.1.3 If the Buyer, due to circumstances contemplated in Clause 13.1.1, is prevented from using the Aircraft (whether by a valid judgment of a court of competent jurisdiction or by a settlement arrived at among the claimant, the Seller and the Buyer), the Seller will at its expense either

(i) procure for the Buyer the right to use the affected Airframe, part or software free of charge; or

(ii) replace the infringing part or software as soon as possible with a non-infringing substitute.

13.2 Administration of Patent and Copyright Indemnity Claims

13.2.1 If the Buyer receives a written claim or a suit is threatened or begun against the Buyer for infringement of a patent or copyright referred to in Clause 13.1, the Buyer will

(i) forthwith notify the Seller, giving particulars thereof;

(ii) furnish to the Seller all data, papers and records within the Buyer's control or possession relating to such patent or claim;

(iii) refrain from admitting any liability or making any payment, or assuming any expenses, damages, costs or royalties, or otherwise acting in a manner prejudicial to the defense or denial of the suit or claim, it being agreed that nothing in this Clause 13.2.1(iii) will prevent the Buyer from paying the sums that may be required to obtain the release of the Aircraft, provided that payment is accompanied by a denial of liability and is made without prejudice;

(iv) fully cooperate with, and render all assistance to, the Seller as may be pertinent to the defense or denial of the suit or claim; and

(v) act to mitigate damages and/or to reduce the amount of royalties that may be payable, and act to minimize costs and expenses.

13.2.2 The Seller will be entitled either in its own name or on behalf of the Buyer to conduct negotiations with the party or parties alleging infringement and may assume and conduct the defense or settlement of any suit or claim in the manner that, in the Seller's opinion, it deems proper.

13.2.3 The Seller's liability hereunder will be conditioned on the strict and timely compliance by the Buyer with the terms of this Clause 13 and is in lieu of any other liability to the Buyer, whether express or implied, which the Seller might incur at law as a result of any infringement or claim of infringement of any patent or copyright.

THE INDEMNITY PROVIDED IN THIS CLAUSE 13 AND THE OBLIGATIONS AND LIABILITIES OF THE SELLER UNDER THIS CLAUSE 13 ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND THE BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER INDEMNITIES, WARRANTIES, OBLIGATIONS, GUARANTEES AND

LIABILITIES ON THE PART OF THE SELLER AND RIGHTS, CLAIMS AND REMEDIES OF THE BUYER AGAINST THE SELLER, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY ARISING FROM OR WITH RESPECT TO LOSS OF USE OR REVENUE OR CONSEQUENTIAL DAMAGES), WITH RESPECT TO ANY ACTUAL OR ALLEGED PATENT INFRINGEMENT OR THE LIKE BY ANY AIRFRAME, PART OR SOFTWARE INSTALLED THEREIN AT DELIVERY, OR THE USE OR SALE THEREOF, PROVIDED THAT, IN THE EVENT THAT ANY OF THE AFORESAID PROVISIONS SHOULD FOR ANY REASON BE HELD UNLAWFUL OR OTHERWISE INEFFECTIVE, THE REMAINDER OF THIS CLAUSE WILL REMAIN IN FULL FORCE AND EFFECT. THIS INDEMNITY AGAINST PATENT AND COPYRIGHT INFRINGEMENTS WILL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY THE SELLER AND THE BUYER.

14 - TECHNICAL DATA AND SOFTWARE SERVICES

14.1 Scope

This Clause 14 covers the terms and conditions for the supply of technical data (hereinafter "**Technical Data**") and software services described hereunder (hereinafter "**Software Services**") to support the Aircraft operation.

14.1.1 The Technical Data shall be supplied in the English language using the aeronautical terminology in common use.

14.1.2 All Technical Data shall be available on-line as set forth in Clause 14.4. Range, type, format and delivery schedule of the on-line Technical Data to be provided under this Agreement are outlined in Exhibit G hereto.

14.2 Aircraft Identification for Technical Data

14.2.1 For those Technical Data that are customized to the Buyer's Aircraft, the Buyer agrees to the allocation of fleet serial numbers ("**Fleet Serial Numbers**") in the form of blocks of numbers selected in the range from 001 to 999.

14.2.2 The sequence shall not be interrupted unless two (2) different Propulsion Systems or two (2) different Aircraft models are selected.

14.2.3 The Buyer shall indicate to the Seller the Fleet Serial Number allocated to each Aircraft corresponding to the delivery schedule set forth in Clause 9.1 ***. Neither the designation of such Fleet Serial Numbers nor the subsequent allocation of the Fleet Serial Numbers to Manufacturer Serial Numbers for the purpose of producing certain customized Technical Data shall constitute any property, insurable or other interest of the Buyer in any Aircraft prior to the Delivery of such Aircraft as provided for in this Agreement.

The customized Technical Data that are affected thereby are the following:

- Aircraft Maintenance Manual,
- Illustrated Parts Catalog,
- Trouble Shooting Manual,
- Aircraft Wiring Manual,
- Aircraft Schematics Manual,
- Aircraft Wiring Lists.

14.3 Integration of Equipment Data

14.3.1 Supplier Equipment

Information, including revisions, relating to Supplier equipment that is installed on the Aircraft at Delivery or through Airbus Service Bulletins thereafter shall be introduced into the customized Technical Data to the extent necessary for the comprehension of the affected systems, at no additional charge to the Buyer.

14.3.2 Buyer Furnished Equipment

14.3.2.1 The Seller shall introduce data related to Buyer Furnished Equipment, for equipment that is installed on the Aircraft by the Seller (hereinafter "BFE Data") into the customized Technical Data, at no additional charge to the Buyer for the initial issue of the Technical Data provided at first Aircraft Delivery, provided such BFE Data is provided in accordance with the conditions set forth in Clauses 14.3.2.2 through 14.3.2.6.

14.3.2.2 The Buyer shall supply the BFE Data to the Seller at least six (6) months prior to the Scheduled Delivery Month of the first Aircraft.

14.3.2.3 The BFE Data shall be supplied in English and shall be established in compliance with the then applicable revision of ATA *i*Specification 2200 and/or S1000D Specification jointly defined by the ASD (Aerospace and Defense Industries Association of Europe), AIA (Aerospace Industries Association) and ATA (Air Transport Association of America), as applicable.

14.3.2.4 The Buyer and the Seller shall agree on the requirements for the provision to the Seller of BFE Data for "on-aircraft maintenance", such as but not limited to timeframe, media and format in which the BFE Data shall be supplied to the Seller, in order to manage the BFE Data integration process in an efficient, expeditious and economic manner.

14.3.2.5 The BFE Data shall be delivered in digital format (SGML or XML raw data) and/or in Portable Document Format (PDF), as agreed between the Buyer and the Seller.

14.3.2.6 All costs related to the delivery to the Seller of the applicable BFE Data shall be borne by the Buyer.

14.4 Supply

14.4.1 Except as specifically otherwise set forth in Exhibit G, all Technical Data shall be made available on-line through the relevant services on the Seller's customer portal Airbus World ("**Airbus World**"), under terms and conditions described in Exhibit H to the Agreement.

14.4.2 The Technical Data shall be delivered according to *** to correspond with the Deliveries of Aircraft. The Buyer shall provide *** notice when requesting a change to such delivery schedule.

14.4.3 It shall be the responsibility of the Buyer to coordinate and satisfy local Aviation Authorities' requirements with respect to Technical Data. Upon request from the Buyer's Aviation Authorities, such Aviation Authorities shall be given on-line access to the Buyer's Technical Data.

14.5 Revision Service

For each firmly ordered Aircraft covered under this Agreement, revision service for the Technical Data shall be provided *** (each a "**Revision Service Period**").

Thereafter revision service shall be provided in accordance with the terms and conditions set forth in the Seller's then current Customer Services Catalog.

14.6 Service Bulletins (SB) Incorporation

During any Revision Service Period and upon the Buyer's request, Seller Service Bulletin information shall be incorporated into the Technical Data, provided that the Buyer notifies the Seller through the Airbus World "**Service Bulletin Reporting**" service that it intends to accomplish such Service Bulletin, after which post Service Bulletin status shall be shown.

14.7 Technical Data Familiarization

Upon request by the Buyer, the Seller shall provide up to *** of Technical Data familiarization training at the Seller's or the Buyer's facilities. The basic familiarization course is tailored for maintenance and engineering personnel.

14.8 Customer Originated Changes (COC)

If the Buyer wishes to introduce Buyer originated data (hereinafter "COC Data") into any of the customized Technical Data that are identified as eligible for such incorporation in the Seller's then current Customer Services Catalog, the Buyer shall notify the Seller of such intention.

The incorporation of any COC Data shall be perfomed under the methods and tools for achieving such introduction and the conditions specified in the Seller's then current Customer Services Catalog.

14.9 Advanced Consultation Tool

14.9.1 Some Technical Data shall be made available through several domains listed herebelow and shall be provided on-line through an Advanced Consultation Tool, which shall include the necessary navigation software and viewer to browse the Technical Data (hereinafter together referred to as "Advanced Consultation Tool").

14.9.2 The Advanced Consultation Tool encompasses the following domains:

- AirN@v / Line Maintenance,
- AirN@v /Planning,
- AirN@v / Engineering,
- AirN@v / Associated Data

14.9.3 Further details on the Technical Data included in such Advanced Consultation Tool are set forth in Exhibit "G".

14.9.4 The licensing conditions for the use of the Advanced Consultation Tool software shall be as set forth in the "**End-User License Agreement for Airbus Software**", which is available in the Seller's Customer Services Catalog.

14.9.5 The revision service for, and the license to use, the Advanced Consultation Tool shall be *** of the corresponding Revision Service Period. At the end of such Revision Service Period, the yearly revision service for the Advanced Consultation Tool and the associated license fee shall be provided to the Buyer under the commercial conditions set forth in the Seller's then current Customer Services Catalog.

14.10 On-Line Access to Technical Data

14.10.1 Access to Airbus World shall be subject to the "General Terms and Conditions of Access to and Use of Airbus World" (hereinafter the "**GTC**"), as set forth in Exhibit H to this Agreement.

14.10.2 Access to Airbus World shall be *** for the Technical Data related to the Aircraft which shall be operated by the Buyer.

14.10.3 Should Airbus World provide access to Technical Data in software format, the use of such software shall be further subject to the conditions of Exhibit H to the Agreement.

14.11 Waiver, Release and Renunciation

The Seller warrants that the Technical Data are prepared in accordance with the state of art at the date of their conception. Should any Technical Data prepared by the Seller contain any non-conformity or defect, the sole and exclusive liability of the Seller shall be to take all reasonable and proper steps to correct such Technical Data. Notwithstanding the above, no warranties of any kind shall be given for the Customer Originated Changes, as set forth in Clause 14.8.

THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF THE SELLER (AS DEFINED BELOW FOR THE PURPOSES OF THIS CLAUSE 14) AND REMEDIES OF THE BUYER SET FORTH IN THIS CLAUSE 14 ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND THE BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF THE SELLER

AND RIGHTS, CLAIMS AND REMEDIES OF THE BUYER AGAINST THE SELLER, EXPRESS OR IMPLIED, ARISING BY LAW, CONTRACT OR OTHERWISE, WITH RESPECT TO ANY NON-CONFORMITY OR DEFECT OF ANY KIND, IN ANY TECHNICAL DATA OR SERVICES DELIVERED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO:

A. ANY WARRANTY AGAINST HIDDEN DEFECTS;

B. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS;

C. ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OR TRADE;

D. ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY, WHETHER IN CONTRACT OR IN TORT, WHETHER OR NOT ARISING FROM THE SELLER'S NEGLIGENCE, ACTUAL OR IMPUTED; AND

E. ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY, PART, SOFTWARE, DATA OR SERVICES DELIVERED UNDER THIS AGREEMENT, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY OTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES;

PROVIDED THAT, IN THE EVENT THAT ANY OF THE AFORESAID PROVISIONS SHOULD FOR ANY REASON BE HELD

UNLAWFUL OR OTHERWISE INEFFECTIVE, THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

FOR THE PURPOSES OF THIS CLAUSE 14, THE "SELLER" SHALL BE UNDERSTOOD TO INCLUDE THE SELLER, ANY OF ITS SUPPLIERS AND SUBCONTRACTORS, ITS AFFILIATES AND ANY OF THEIR RESPECTIVE INSURERS.

14.12 Proprietary Rights

14.12.1 All proprietary rights, including but not limited to patent, design and copyrights, relating to Technical Data shall remain with the Seller and/or its Affiliates as the case may be. These proprietary rights shall also apply to any translation into a language or languages or media that may have been performed or caused to be performed by the Buyer.

14.12.2 Whenever this Agreement and/or any Technical Data provides for manufacturing by the Buyer, the consent given by the Seller shall not be construed as express or implicit approval howsoever neither of the Buyer nor of the manufactured products. The supply of the Technical Data shall not be construed as any further right for the Buyer to design or manufacture any Aircraft or part thereof or spare part.

14.13 Performance Engineer's Program

14.13.1 In addition to the Technical Data provided under Clause 14, the Seller shall provide to the Buyer Software Services, which shall consist of the Performance Engineer's Program ("**PEP**") for the Aircraft type covered under this Agreement. Such PEP is composed of software components and databases and its use is subject to the license conditions set forth in Part 1 of Exhibit H to the Agreement "End-User License Agreement for Airbus Software".

14.13.2 Use of the PEP shall be limited to *** to be used on the Buyer's computers for the purpose of computing performance engineering data. The PEP is intended for use on ground only and shall not be installed on board the Aircraft.

14.13.3 The license to use the PEP and the revision service shall be provided *** of the corresponding Revision Service Period as set forth in Clause 14.5.

14.13.4 At the end of such Revision Service Period, the PEP shall be provided to the Buyer under commercial conditions set forth in the Seller's then current Customer Services Catalog.

14.14 Future Developments

The Seller continuously monitors technological developments and applies them to Technical Data, document and information systems' functionalities, production and methods of transmission.

The Seller shall implement and the Buyer shall accept such new developments, it being understood that the Buyer shall be informed in due time by the Seller of such new developments and their application and of the date by which the same shall be implemented by the Seller.

14.15 Confidentiality

14.15.1 This Clause, the Technical Data, the Software Services and their content are designated as confidential. All such Technical Data and Software Services are provided to the Buyer for the sole use of the Buyer who undertakes not to disclose the contents thereof to any third party without the prior written consent of the Seller save as permitted therein or pursuant to any government or legal requirement imposed upon the Buyer.

14.15.2 If the Seller authorizes the disclosure of this Clause or any Technical Data or Software Services to third parties either under this Agreement or by an express prior written authorization and specifically, in the event of the Buyer intending to designate a maintenance and repair organization or a third party to perform the maintenance of the Aircraft or to perform data processing on its behalf (each a "**Third Party**"), the Buyer shall notify the Seller of such intention prior to any disclosure of this Clause and/or the Technical Data and/or the Software Services to such Third Party.

The Buyer hereby undertakes to cause such Third Party to agree to be bound by the conditions and restrictions set forth in this Clause 14 with respect to the disclosed Clause, Technical Data or Software Services and shall in particular cause such Third Party to enter into a confidentiality agreement with the Seller and appropriate licensing conditions, and to commit to use the Technical Data solely for the purpose of maintaining the Buyer's Aircraft and the Software Services exclusively for processing the Buyer's data.

14.16 Transferability

Without prejudice to Clause 21.1, the Buyer's rights under this Clause 14 may not be assigned, sold, transferred, novated or otherwise alienated by operation of law or otherwise, without the Seller's prior written consent.

Any transfer in violation of this Clause 14.16 shall, as to the particular Aircraft involved, void the rights and warranties of the Buyer under this Clause 14 and any and all other warranties that might arise under or be implied in law.

15 - SELLER REPRESENTATIVE SERVICES

The Seller shall *** to the Buyer the services described in this Clause 15, at the Buyer's main base or at other locations.

15.1 Customer Support Representative(s)

15.1.1 The Seller shall *** to the Buyer the services of Seller customer support representative(s), as defined in Appendix A to this Clause 15 (each a "**Seller Representative**"), at the Buyer's main base or such other locations as the parties may agree.

15.1.2 In providing the services as described herein, any Seller Representatives, or any Seller employee(s) providing services to the Buyer hereunder, are deemed to be acting in an advisory capacity only and at no time will they be deemed to be acting as Buyer's employees or agents, either directly or indirectly.

15.1.3 The Seller shall provide to the Buyer an annual written accounting of the consumed man-months and any remaining man-month balance from the allowance defined in Appendix A to this Clause 15. Such accounting shall be deemed final and accepted by the Buyer unless the Seller receives written objection from the Buyer within *** of receipt of such accounting.

15.1.4 If Aircraft On Ground ("**AOG**") technical assistance is needed after the end of the assignment referred to in Appendix A to this Clause 15, the Buyer shall have non-exclusive access to:

a) AIRTAC (Airbus Technical AOG Center), for as long as the Buyer operates at least one Airbus aircraft, and

b) The Seller Representative network closest to the Buyer's main base. A list of contacts of the Seller Representatives closest to the Buyer's main base shall be provided to the Buyer,

15.1.5 Should the Buyer request Seller Representative services exceeding the allocation specified in Appendix A to this Clause 15, the Seller may provide such additional services subject to terms and conditions to be mutually agreed.

15.1.6 The Seller shall cause similar services to be provided by representatives of the Propulsion Systems Manufacturer and Suppliers, when necessary and applicable.

15.1.7 The Seller will cause **AACS** to assign the services of *** Customer Support Director based in Herndon, Virginia, to liaise between the Seller and the Buyer on product support matters, after signature of this Agreement and ***.

15.2 Buyer's Support

15.2.1 From the date of arrival of the first Seller Representative and for the duration of the assignment, the Buyer shall provide free of charge a suitable lockable office, conveniently located with respect to the Buyer's maintenance facilities, with complete office furniture and equipment including telephone, internet, email and facsimile connections for the sole use of the Seller Representative(s). All related communication costs shall be borne by the Seller upon receipt by the Seller of all relevant justifications.

15.2.2 The Buyer shall *** of the Seller Representatives of ***, to and from their place of assignment and Toulouse, France.

15.2.3 The Buyer shall *** of the Seller Representatives to and from their place of assignment and Toulouse, France.

15.2.4 Should the Buyer request any Seller Representative to travel on business to a city other than such Seller Representative usual place of assignment, the Buyer shall be responsible for all related reasonable and substantiated transportation costs and expenses.

15.3 Withdrawal of the Seller Representative

The Seller shall have the right to withdraw its assigned Seller Representatives if conditions arise, which are in the Seller's opinion dangerous to their safety or health or which prevent them from fulfilling their contractual tasks.

APPENDIX "A" TO CLAUSE 15

SELLER REPRESENTATIVE ALLOCATION

The Seller Representative allocation provided to the Buyer pursuant to Clause 15.1 is defined hereunder.

1	The Seller shall provide to the Buyer Seller Representative services at the Buyer's main base or at other locations to be ***.
2	Seller Representatives' services shall include initial Aircraft entry into service assistance and sustaining support services.
3	The number of the Seller Representatives assigned to the Buyer at any one time shall be mutually agreed, but shall at no time *** Seller Representatives.

16 - TRAINING SUPPORT AND SERVICES

16.1 General

16.1.1 This Clause 16 sets forth the terms and conditions for the supply of training support and services for the Buyer's personnel to support the Aircraft operation.

16.1.2 The range, quantity and validity of training to be provided *** under this Agreement are covered in Appendix A to this Clause 16.

16.1.3 Scheduling of training courses covered in Appendix A shall be mutually agreed during a training conference (the "**Training Conference**") that shall ***.

16.2 Training Location

16.2.1 The Seller shall provide training at its training center in Blagnac, France, and/or in Hamburg, Germany, or shall designate an affiliated training center in Miami, U.S.A., or Beijing, China (individually a "**Seller's Training Center**" and collectively the "**Seller's Training Centers**").

16.2.2 If the unavailability of facilities or scheduling difficulties make training by the Seller at any Seller's Training Center impractical, the Seller shall ensure that the Buyer is provided with such training at another location designated by the Seller.

16.2.3 Upon the Buyer's request, the Seller may also provide certain training at a location other than the Seller's Training Centers, including one of the Buyer's bases, if and when practicable for the Seller, under terms and conditions to be mutually agreed upon. In such event, all additional charges listed in Clauses 16.5.2 and 16.5.3 shall be borne by the Buyer.

16.2.4 If the Buyer requests training at a location as indicated in Clause 16.2.3 and requires such training to be an Airbus approved course, the Buyer undertakes that the training facilities shall be approved prior to the performance of such training. The Buyer shall, as necessary and in due time prior to the performance of such training, provide access to the training facilities set forth in Clause 16.2.3 to the Seller's and the competent Aviation Authority's representatives for approval of such facilities.

16.3 Training Courses

16.3.1 Training courses shall be as described in the Seller's customer services catalog (the "**Seller's Customer Services Catalog**"). The Seller's Customer Services Catalog also sets forth the minimum and maximum number of trainees per course.

All training requests or training course changes made outside of the Training Conference shall be submitted by the Buyer with a *** prior notice.

16.3.2 The following terms and conditions shall apply to training performed by the Seller:

(i) Training courses shall be the Seller's standard courses as described in the Seller's Customer Services Catalog valid at the time of execution of the course. The Seller shall be responsible for all training course syllabi, training aids and training equipment necessary for the organization of the training courses; for the purpose of performing training, such training equipment does not include aircraft.

(ii) The training equipment and the training curricula used for the training of flight, cabin and maintenance personnel shall not be fully customized but shall be configured in order to obtain the relevant Aviation Authority's approval and to support the Seller's training programs.

(iii) Training data and documentation for trainees receiving the training at the Seller's Training Centers shall be provided free of charge. Training data and documentation shall be marked "FOR TRAINING ONLY" and as such are supplied for the sole and express purpose of training; revisions of training data and documentation shall not be provided by the Seller.

16.3.3 When the Seller's training courses are provided by the Seller's instructors (individually an "**Instructor**" and collectively "**Instructors**") the Seller shall deliver a Certificate of Recognition or a Certificate of Course Completion (each a "**Certificate**") or an attestation (an "**Attestation**"), as applicable, at the end of any such training course. Any such Certificate or Attestation shall not represent authority or qualification by any Aviation Authority but may be presented to such Aviation Authority in order to obtain relevant formal qualification.

In the event of training courses being provided by a training provider selected by the Seller as set forth in Clause 16.2.2, the Seller shall cause such training provider to deliver a Certificate or Attestation, which shall not represent authority or qualification by any Aviation Authority, but may be presented to such Aviation Authority in order to obtain relevant formal qualification.

16.3.4 Should the Buyer wish to exchange any of the training courses provided under Appendix A hereto, the Buyer shall place a request for ***.

16.3.5 Should the Buyer use none or only part of the training to be provided pursuant to this Clause 16, no compensation or credit of any nature shall be provided.

16.3.6 Should the Buyer decide to cancel or reschedule, fully or partially, and irrespective of the location of the training, a training course, a minimum advance notification of at least *** prior to the relevant training course start date is required.

16.3.7 If the notification occurs *** prior to such training, *** shall be, as applicable, either deducted from the training allowance defined in Appendix A or invoiced at the Seller's then applicable price.

16.3.8 If the notification occurs less than *** prior to such training, a *** of such training shall be, as applicable, either deducted from the training allowance defined in Appendix A to this Clause 16 or invoiced at the Seller's then applicable price.

16.3.9 ***

16.4 Prerequisites and Conditions

16.4.1 Training shall be conducted in English and all training aids used during such training shall be written in English using common aeronautical terminology.

16.4.2 The Buyer hereby acknowledges that all training courses conducted pursuant to this Clause 16 are "**Standard Transition Training Courses**" and not "**Ab Initio Training Courses**".

16.4.3 Trainees shall have the prerequisite knowledge and experience specified for each course in the Seller's Customer Services Catalog.

16.4.4.1 The Buyer shall be responsible for the selection of the trainees and for any liability with respect to the entry knowledge level of the trainees.

16.4.4.2 The Seller reserves the right to verify the trainees' proficiency and previous professional experience.

16.4.4.3 The Seller shall provide to the Buyer during the Training Conference an "**Airbus Pre-Training Survey**" for completion by the Buyer for each trainee.

The Buyer shall provide the Seller with an attendance list of the trainees for each course, with the validated qualification of each trainee, at the time of reservation of the training course and in no event any later than *** before the start of the training course. The Buyer shall return concurrently thereto the completed Airbus Pre-Training Survey, detailing the trainees' associated background. If the Seller determines through the Airbus Pre-Training Survey that a trainee does not match the prerequisites set forth in the Seller's Customer Services Catalog, following consultation with the Buyer, such trainee shall be withdrawn from the program or directed through a relevant entry level training (ELT) program, which shall be at the Buyer's expense.

16.4.4.4 If the Seller reasonably determines at any time during the training that a trainee lacks the required qualifications, following consultation with the Buyer, such trainee shall be withdrawn from the program. Upon the Buyer's request, the Seller will recommend specific additional training, which shall be at the Buyer's expense.

16.4.5 The Seller shall in no case warrant or otherwise be held liable for any trainee's performance as a result of any training provided.

16.5 Logistics

16.5.1 Trainees

16.5.1.1 Living and travel expenses for the Buyer's trainees ***.

16.5.1.2 It will be the responsibility of the Buyer to make all necessary arrangements relative to authorizations, permits and/or visas necessary for the Buyer's trainees to attend the training courses to be provided hereunder. Rescheduling or cancellation of courses due to the Buyer's failure to obtain any such authorizations, permits and/or visas shall be subject to the provisions of Clauses 16.3.5.1 through 16.3.5.3.

16.5.2 Training at External Location - Seller's Instructors

16.5.2.1 If, training is provided at the Seller's request at any location other than the Seller's Training Centers, as provided for in Clause 16.2.2, the expenses of the Seller's Instructors will be borne directly by the Seller.

16.5.2.2 If, at the Buyer's request, training is provided by the Seller's Instructor(s) at any location other than the Seller's Training Centers, the Buyer *** related to the assignment of such Seller Instructors and the performance of their duties as aforesaid.

16.5.2.3 Living Expenses

Except as provided for in Clause 16.5.2.1 above, the Buyer *** set forth in the Seller's Customer Services Catalog current at the time of the corresponding training or support.

Travel expenses shall include, but shall not be limited to, lodging, food and local transportation to and from the place of lodging and the training course location.

16.5.2.4 Air Travel

Except as provided for in Clause 16.5.2.1 above, the Buyer *** set forth in the Seller's Customer Services Catalog current at the time of the corresponding training or support.

16.5.2.5 ***

16.5.3 Training Material and Equipment Availability - Training at External Location

Training material and equipment necessary for course performance at any location other than the Seller's Training Centers or the facilities of a training provider selected by the Seller shall be provided by the Buyer at its own cost in accordance with the Seller's specifications.

Notwithstanding the foregoing, should the Buyer request the performance of a course at another location as per Clause 16.2.3.1, the Seller may, upon the Buyer's request, provide the training material and equipment necessary for such course's performance. Such provision shall be at the Buyer's expense.

16.6 Flight Operations Training

The Seller shall provide training for the Buyer's flight operations personnel as further detailed in Appendix A to this Clause 16, including the courses described in this Clause 16.6.

16.6.1 Flight Crew Training Course

The Seller shall perform a flight crew training course program for the Buyer's flight crews, each of which shall consist of two (2) crew members, who shall be either captain(s) or first officer(s).

16.6.2 Base Flight Training

16.6.2.1 The Buyer shall provide at its own cost its delivered Aircraft, or any other aircraft it operates, for any base flight training, which shall consist of *** per pilot, performed in accordance with the related Airbus training course definition (the "**Base Flight Training**").

16.6.2.2 Should it be necessary to ferry the Buyer's delivered Aircraft to the location where the Base Flight Training shall take place, the additional flight time required for the ferry flight to and/or from the Base Flight Training field shall not be deducted from the Base Flight Training time.

16.6.2.3 If the Base Flight Training is performed outside of the zone where the Seller usually performs such training, the ferry flight to the location where the Base Flight Training shall take place shall be performed by a crew composed of the Seller's and/or the Buyer's qualified pilots, in accordance with the relevant Aviation Authority's regulations related to the place of performance of the Base Flight Training.

16.6.3 Flight Crew Line Initial Operating Experience

In order to assist the Buyer with initial operating experience after Delivery of the first Aircraft, the Seller shall provide to the Buyer pilot Instructor(s) as set forth in Appendix A to this Clause 16.

Should the Buyer request, subject to the Seller's consent, such Seller pilot Instructors to perform any other flight support during the flight crew line initial operating period, such as but not limited to line assistance, demonstration flight(s), ferry flight(s) or any flight(s) required by the Buyer during the period of entry into service of the Aircraft, it is understood that such flight(s) shall be deducted from the flight crew line initial operating experience allowance set forth in Appendix A to this Clause 16.

It is hereby understood by the parties that the Seller's pilot Instructors shall only perform the above flight support services to the extent they bear the relevant qualifications to do so.

16.6.4 Type Specific Cabin Crew Training Course

The Seller shall provide type specific training for cabin crews, at one of the locations defined in Clause 16.2.1.

If the Buyer's Aircraft is to incorporate special features, the type specific cabin crew training course shall be performed no earlier than ***.

16.6.5 Training on Aircraft

During any and all flights performed in accordance with this Clause 16.6, the Buyer shall bear full responsibility for the aircraft upon which the flight is performed, including but not limited to any required maintenance, all expenses such as fuel, oil or landing fees and the provision of insurance in line with Clause 16.13.

The Buyer shall assist the Seller, if necessary, in obtaining the validation of the licenses of the Seller's pilots performing Base Flight Training or initial operating experience by the Aviation Authority of the place of registration of the Aircraft.

16.7 Performance / Operations Courses

The Seller shall provide performance/operations training for the Buyer's personnel as defined in Appendix A to this Clause 16.

The available courses shall be listed in the Seller's Customer Services Catalog current at the time of the course.

16.8 Maintenance Training

16.8.1 The Seller shall provide maintenance training for the Buyer's ground personnel as further set forth in Appendix A to this Clause 16.

The available courses shall be as listed in the Seller's Customer Services Catalog current at the time of the course.

The practical training provided in the frame of maintenance training shall be performed on the training devices in use in the Seller's Training Centers.

16.8.2 Practical Training on Aircraft

Notwithstanding Clause 16.8.1 above, upon the Buyer's request, the Seller may provide Instructors for the performance of practical

training on aircraft (**"Practical Training**").

Irrespective of the location at which the training takes place, the Buyer shall provide at its own cost an aircraft for the performance of the Practical Training.

Should the Buyer require the Seller's Instructors to provide Practical Training at facilities selected by the Buyer, such training shall be subject to prior approval of the facilities by the Seller. All costs related to such Practical Training, including but not limited to the Seller's approval of the facilities, ***.

The provision of a Seller Instructor for the Practical Training shall be deducted from the trainee days allowance defined in Appendix A to this Clause 16, subject to the conditions detailed in Paragraph 3.3.4 thereof.

16.9 Supplier and Propulsion Systems Manufacturer Training

Upon the Buyer's request, the Seller shall provide to the Buyer the list of the maintenance and overhaul training courses provided by major Suppliers and the Propulsion Systems Manufacturer on their respective products.

16.10 Proprietary Rights

All proprietary rights, including but not limited to patent, design and copyrights, relating to the Seller's training data and documentation shall remain with the Seller and/or its Affiliates and/or its Suppliers, as the case may be.

These proprietary rights shall also apply to any translation into a language or languages or media that may have been performed or caused to be performed by the Buyer.

16.11 Confidentiality

The Seller's training data and documentation are designated as confidential and as such are provided to the Buyer for the sole use of the Buyer, for training of its own personnel, who undertake not to disclose the content thereof in whole or in part, to any third party without the prior written consent of the Seller, save as permitted herein or otherwise pursuant to any government or legal requirement imposed upon the Buyer.

If the Seller authorizes the disclosure of any training data and documentation to third parties either under this Agreement or by an express prior written authorization, the Buyer shall cause such third party to agree to be bound by the same conditions and restrictions as the Buyer with respect to the disclosed training data and documentation and to use such training data and documentation solely for the purpose for which they are provided.

16.12 Transferability

Without prejudice to Clause 21.1, the Buyer's rights under this Clause 16 may not be assigned, sold, transferred, novated or otherwise alienated by operation of law or otherwise, without the Seller's prior written consent.

16.13 Indemnities and Insurance

INDEMNIFICATION PROVISIONS AND INSURANCE REQUIREMENTS APPLICABLE TO THIS CLAUSE 16 ARE AS SET FORTH IN CLAUSE 19.

THE BUYER SHALL PROVIDE THE SELLER WITH AN ADEQUATE INSURANCE CERTIFICATE PRIOR TO ANY TRAINING ON AIRCRAFT.

APPENDIX "A" TO CLAUSE 16

TRAINING ALLOWANCE

All quantities indicated below are the total quantities granted for the whole of the Buyer's fleet of Aircraft firmly ordered, unless otherwise specified.

The contractual training courses defined in this Appendix A shall be provided up to ***.

Notwithstanding the above, flight operations training courses granted per firmly ordered Aircraft in this Appendix A shall be provided by the Seller ***.

Any deviation to said training delivery schedule will be agreed between the Buyer and the Seller.

1. FLIGHT OPERATIONS TRAINING

1.1 Flight Crew Training (standard transition course)

The Seller shall provide flight crew training (standard transition course) *** of the Buyer's flight crews.

1.2 Extended Range For Twin Engine Aircraft Operations (ETOPS) Training

The Seller shall provide *** ETOPS training for a total of *** of the Buyer's flight crews.

1.3 Low Visibility Operations Training

The Seller shall provide *** Low Visibility Operations Training for a total of *** of the Buyer's flight crews.

1.4 Flight Crew Line Initial Operating Experience

***

Unless otherwise agreed during the Training Conference, in order to follow the Aircraft Delivery schedule, the maximum number of pilot Instructors present at any one time shall be limited to *** pilot Instructors.

1.5 Type Specific Cabin Crew Training Course

The Seller shall provide to the Buyer *** type specific training for cabin crews for *** of the Buyer's cabin crew instructors, pursers or cabin attendants.

1.6 Airbus Pilot Instructor Course (APIC)

The Seller shall provide to the Buyer transition Airbus Pilot Instructor Course(s) (APIC), for flight and synthetic instruction, *** of the Buyer's flight instructors. APIC courses shall be performed in groups of *** trainees.

2. PERFORMANCE / OPERATIONS COURSE(S)

The Seller shall provide to the Buyer *** of performance / operations training *** for the Buyer's personnel.

3. MAINTENANCE TRAINING

3.1 The Seller shall provide to the Buyer *** of maintenance training *** for the Buyer's personnel.

3.2 The Seller shall provide to the Buyer *** Engine Run-up courses consisting of up to *** trainees per course.

4. TRAINEE DAYS ACCOUNTING

Trainee days are counted as follows:

4.1 For instruction at the Seller's Training Centers: *** of instruction for *** trainee equals ***. The number of trainees originally registered at the beginning of the course shall be counted as the number of trainees to have taken the course.

4.2 For instruction outside of the Seller's Training Centers: *** of instruction by *** Seller Instructor equals the actual number of trainees attending the course or a ***, except for structure maintenance training course(s).

4.3 For structure maintenance training courses outside the Seller's Training Center(s), *** of instruction by *** Seller Instructor equals the actual number of trainees attending the course or the *** of trainees as indicated in the Seller's Customer Services Catalog.

4.4 For Practical Training, whether on training devices or on aircraft, *** of instruction by *** Seller Instructor equals the actual number of trainees attending the course or a ***.

17 - EQUIPMENT SUPPLIER PRODUCT SUPPORT

17.1 Equipment Supplier Product Support Agreements

17.1.1 The Seller has obtained enforceable and transferable product support agreements from Suppliers of Seller Furnished Equipment listed in the Specification, the benefit of which is hereby accepted by the Buyer. Said agreements become enforceable as soon as and for as long as an operator is identified as an Airbus aircraft operator.

17.1.2 These agreements are based on the "World Airlines Suppliers Guide" and include Supplier commitments as contained in the "Supplier Product Support Agreements" which include the following provisions:

(i) Technical data and manuals required to operate, maintain, service and overhaul the Supplier Parts will be prepared in accordance with the applicable provisions of ATA Specification including revision service and be published in the English language. The Seller will recommend that a software user guide, where applicable, be supplied in the form of an appendix to the Component Maintenance Manual. Such data will be provided in compliance with the applicable ATA Specification;

(ii) Warranties and guarantees, including standard warranties.

(iii) With respect to landing gear Suppliers, service life policies for selected structural landing gear elements;

(1) Training to ensure efficient operation, maintenance and overhaul of the Supplier Parts for the Buyer's instructors, shop and line service personnel;

(2) Spares data in compliance with ATA iSpecification 2200, initial provisioning recommendations, spare parts and logistic service including routine and expedite deliveries;

(iv) Technical service to assist the Buyer with maintenance, overhaul, repair, operation and inspection of Supplier Parts as well as required tooling and spares provisioning.

17.1.3 Upon the Buyer's request, the Seller will provide the Buyer with Supplier Product Support Agreements familiarization training at the Seller's facilities in Blagnac, France. An on-line training module will also be available through Airbus World, access to which will be subject to the "**General Terms and Conditions of Access to and Use of Airbus World**" (hereinafter the "GTC"), as set forth in Exhibit H to this Agreement.

17.2 Supplier Compliance

The Seller will monitor Suppliers' compliance with support commitments defined in the Supplier Product Support Agreements and will, if necessary, take remedial action jointly with the Buyer.

18 BUYER FURNISHED EQUIPMENT

18.1 Administration

18.1.1 Buyer Furnished Equipment

18.1.1.1 *** and in accordance with the Specification, the Seller will provide for the installation of those items of equipment that are identified in the Specification as being furnished by the Buyer ("**Buyer Furnished Equipment**" or "**BFE**"), provided that the BFE and the supplier of such BFE (the "**BFE Supplier**") are referred to in the Airbus BFE Product Catalog valid at the time the BFE Supplier is selected.

18.1.1.2 Notwithstanding the foregoing and without prejudice to Clause 2.4, if the Buyer wishes to install BFE manufactured by a supplier who is not referred to in the Airbus BFE Product Catalog, the Buyer will so inform the Seller and the Seller will conduct a feasibility study of the Buyer's request, in order to consider approving such supplier, provided that such request is compatible with the Seller's industrial planning and the associated Scheduled Delivery Month for the Buyer's Aircraft. In addition, it is a prerequisite to such approval that the supplier being considered is qualified by the Seller's Aviation Authorities to produce equipment for installation on civil aircraft. Any approval of a supplier by the Seller will be performed at the Buyer's expense. The Buyer will cause any BFE supplier approved under this Clause 18.1.1.2 (each an "**Approved BFE Supplier**") to comply with the conditions set forth in this Clause 18 and specifically Clause 18.2.

Except for the specific purposes of this Clause 18.1.1.2, the term "**BFE Supplier**" will be deemed to include Approved BFE Suppliers.

18.1.2.1 The Seller will advise the Buyer of the dates by which, in the planned release of engineering for the Aircraft, the Seller requires the BFE Supplier Data as set forth in Clause 2.5.2 and, subsequently, the final written detailed engineering definition encompassing a Declaration of Design and Performance (the "**BFE Engineering Definition**"). The Seller will provide to the Buyer and/or the BFE Supplier(s), within an appropriate timeframe, the necessary interface documentation and other technical data and information as is required by the Buyer to develop the BFE Engineering Definition.

The BFE Engineering Definition will include the description of the dimensions and weight of BFE, the information related to its certification and the information necessary for the installation and operation thereof. The Buyer will furnish, or cause the BFE Suppliers to furnish, both the BFE Supplier Data and BFE Engineering Definition by the dates specified through the Customization Milestone Chart as set forth in Clause 2.4.1.

Thereafter, the BFE Engineering Definition will not be revised, except through an SCN executed in accordance with Clause 2.

18.1.2.2 The Seller will also provide in due time to the Buyer a schedule of dates and the shipping addresses for delivery of the BFE and, where requested by the Seller, additional spare BFE to permit installation in the Aircraft and Delivery of the Aircraft in accordance with the Aircraft delivery schedule. The Buyer will provide, or cause the BFE Suppliers to provide, the BFE by such dates in a serviceable condition, in order to allow performance of any assembly, test or acceptance process in accordance with the Seller's industrial schedule. In order to facilitate the follow-up of the timely receipt of BFE, the Buyer will, upon the Seller's request, provide to the Seller dates and references of all BFE purchase orders placed by the Buyer.

Notwithstanding the foregoing, for BFE in-flight entertainment ("IFE") equipment to be integrated into BFE Premium Class Seats, the Buyer shall provide, or cause the BFE Premium Class Seat Supplier to provide to the BFE IFE equipment Supplier a schedule of dates and shipping addresses for delivery of the IFE equipment. In addition, where requested by the BFE Premium Class Seat Supplier, the IFE Supplier shall provide the former with additional spare IFE equipment to permit installation of the IFE equipment into the BFE Premium Class Seats in accordance with the BFE Premium Class Seat contractual delivery schedule. For BFE Premium Class Seats, each unit shall be delivered fully tested and ready for installation.

The Buyer will also provide, when requested by the Seller, at AIRBUS OPERATIONS S.A.S. works in TOULOUSE (FRANCE) and/or at AIRBUS OPERATIONS GmbH works in HAMBURG (GERMANY) adequate field service including support from BFE Suppliers to act in a technical advisory capacity to the Seller in the installation, calibration and possible repair of any BFE.

18.1.3 At a suitable time prior to CDF and without prejudice to the Buyer's obligations hereunder, in order to facilitate the development of the BFE Engineering Definition, the Seller will organize when relevant an Initial Technical Coordination Meeting (ITCM) between the Seller, the Buyer and BFE Suppliers at the A350XWB Customer Definition Centre in Hamburg, Germany. The Buyer hereby agrees to participate in such meetings and to provide adequate technical and engineering expertise to reach decisions within the defined timeframe.

In addition, throughout the development phase and up to Delivery of the Aircraft to the Buyer, the Buyer agrees:

1. to monitor the BFE Suppliers and ensure that they will enable the Buyer to fulfil its obligations, including but not limited to those set forth in the Customization Milestone Chart;

2. that, should a timeframe, quality or other type of risk be identified at a given BFE Supplier, the Buyer will allocate resources to such BFE Supplier so as not to jeopardize the industrial schedule of the Aircraft;

3. for major BFE, including, but not being limited to, seats, galleys and IFE ("**Major BFE**") to participate on a mandatory basis in the specific meetings that take place between BFE Supplier selection and BFE delivery, namely:

   (i) Preliminary Design Review ("**PDR**"),

   (ii) Critical Design Review ("**CDR**");

4. to attend the First Article Inspection ("**FAI**") for the first shipset of all Major BFE. Should the Buyer fail to attend such FAI (due to reasons beyond the Buyer's control), the Buyer will delegate the FAI to the BFE Supplier and confirmation thereof will be supplied to the Seller in writing;

5. to attend the Source Inspection ("**SI**") that takes place at the BFE Supplier's premises prior to shipping, for each shipset of all Major BFE. Should the Buyer fail to attend such SI (due to reasons beyond the Buyer's control), the Buyer will delegate the SI to the BFE Supplier and confirmation thereof will be brought to the Seller in writing. Should the Buyer not attend the SI, the Buyer will be deemed to have accepted the conclusions of the BFE Supplier with respect to such SI.

The Seller will be entitled to attend the ITCMs, the PDR, the CDR and the FAI. In doing so, the Seller's employees will be acting in an advisory capacity only and at no time will they be deemed to be acting as Buyer's employees or agents, either directly or indirectly.

18.1.4 The BFE will be imported into FRANCE or into GERMANY by the Buyer under a suspensive customs system ("Régime de l'entrepôt douanier ou régime de perfectionnement actif " or "Zollverschluss") without application of any French or German tax or customs duty, and will be Delivered Duty Unpaid (DDU) according to the Incoterms, to the following shipping addresses:

AIRBUS OPERATIONS S.A.S.
316 Route de Bayonne
31300 TOULOUSE
FRANCE

or

AIRBUS OPERATIONS GmbH
Kreetslag 10
21129 HAMBURG
GERMANY

as specified by the Seller.

18.2 Aviation Authorities' Requirements

The Buyer is responsible for, at its expense, and warrants that the BFE will:

1. be manufactured by a qualified BFE Supplier, and

2. meet the requirements of the applicable Specification of the Aircraft, and

3. comply with the BFE Engineering Definition, and

4. comply with applicable requirements incorporated by reference to the Type Certificate and listed in the Type Certificate Data Sheet, and

5. be approved by the Aviation Authority delivering the Export Airworthiness Certificate and by the Buyer's Aviation Authority for installation and use on the Aircraft at the time of Delivery of the Aircraft, and

6. not infringe any patent, copyright or other intellectual property right of any third party, and

7. not be subject to any legal obligation or other encumbrance that may prevent, hinder or delay the installation of the BFE in the Aircraft and/or the Delivery of the Aircraft.

The Seller will be entitled to refuse any item of BFE that it considers incompatible with the Specification, the BFE Engineering Definition or the certification requirements.

18.3 Buyer's Obligation and Seller's Remedies

18.3.1 Any delay or failure by the Buyer or the BFE Suppliers in:

1. complying with the foregoing warranty or in providing the BFE Engineering Definition or field service mentioned in Clause 18.1.2.2, or

2. furnishing the BFE in a serviceable condition at the requested delivery date, or

3. obtaining any required approval for such BFE equipment under the above mentioned Aviation Authorities' regulations,

may delay the performance of any act to be performed by the Seller, including Delivery of the Aircraft. The Seller will not be responsible for such delay which will cause the Final Price of the Aircraft to be adjusted in accordance with the updated delivery schedule and to include in particular the amount of the Seller's additional costs attributable to such delay or failure by the Buyer or the BFE Suppliers, such as storage, taxes, insurance and costs of out-of sequence installation.

18.3.2 In addition, in the event of any delay or failure mentioned in 18.3.1 above, the Seller may:

(i) select, purchase and install equipment similar to the BFE at issue, in which event the Final Price of the Aircraft for the affected Aircraft will also be increased by the purchase price of such equipment plus reasonable costs and expenses incurred by the Seller for handling charges, transportation, insurance, packaging and, if so required and not already provided for in the Final Price of the Aircraft, for adjustment and calibration; or

(ii) if the BFE is delayed by more than *** beyond, or is not approved within *** of the dates specified in Clause 18.1.2.2, deliver the Aircraft without the installation of such BFE, notwithstanding applicable terms of Clause 7, if any, and the Seller will thereupon be relieved of all obligations to install such equipment.

18.4 Title and Risk of Loss

Title to and risk of loss of any BFE will at all times remain with the Buyer except that risk of loss (limited to cost of replacement of said BFE) will be with the Seller for as long as such BFE is under the care, custody and control of the Seller.

18.5 Disposition of BFE Following Termination

18.5.1 If the Seller terminates this Agreement pursuant to the provisions of Clause 20 with respect to an Aircraft in which all or any part of the BFE has been installed prior to the date of such termination, the Seller will be entitled, but not required, to remove all items of BFE that can be removed without damage to the Aircraft and to undertake commercially reasonable efforts to facilitate the sale of such items of BFE to other customers, retaining and applying the proceeds of such sales to reduce the Seller's damages resulting from the termination.

18.5.2 The Buyer will cooperate with the Seller in facilitating the sale of BFE pursuant to Clause 18.5.1 and will be responsible for all costs incurred by the Seller in removing and facilitating the sale of such BFE. The Buyer ***.

18.5.3 The Seller will notify the Buyer as to those items of BFE not sold by the Seller pursuant to Clause 18.5.1 above and, at the Seller's request, the Buyer will undertake to remove such items from the Seller' facility within *** of the date of such notice. The Buyer will have no claim against the Seller for damage, loss or destruction of any item of BFE removed from the Aircraft and not removed from Seller's facility within such period.

18.5.4 The Buyer will have no claim against the Seller for damage to or destruction of any item of BFE damaged or destroyed in the process of being removed from the Aircraft, provided that the Seller will use reasonable care in such removal.

18.5.5 The Buyer will grant the Seller title to any BFE items that cannot be removed from the Aircraft without causing damage to the Aircraft or rendering any system in the Aircraft unusable.

18.6 ***

19 - INDEMNITIES AND INSURANCE

The Seller and the Buyer will each be liable for Losses (as defined below) arising from the acts or omissions of their respective directors, officers, agents or employees occurring during or incidental to such party's exercise of its rights and performance of its obligations under this Agreement, except as provided in Clauses 19.1 and 19.2.

19.1 Seller's Indemnities

The Seller will, except in the case of gross negligence or willful misconduct of the Buyer, its directors, officers, agents and/or employees, be solely liable for and will indemnify and hold the Buyer, its Affiliates and each of their respective directors, officers, agents, employees and insurers harmless against all losses, liabilities, claims, damages, costs and expenses, including court costs and reasonable attorneys' fees ("**Losses**"), arising from:

(a) claims for injuries to, or death of, the Seller's directors, officers, agents or employees, or loss of, or damage to, property of the Seller or its employees when such Losses occur during or are incidental to either party's exercise of any right or performance of any obligation under this Agreement, and

(b) claims for injuries to, or death of, third parties, or loss of, or damage to, property of third parties, occurring during or incidental to

the Technical Acceptance Flights.

19.2 Buyer's Indemnities

The Buyer will, except in the case of gross negligence or willful misconduct of the Seller, its directors, officers, agents and/or employees, be solely liable for and will indemnify and hold the Seller, its Affiliates, its subcontractors, and each of their respective directors, officers, agents, employees and insurers, harmless against all Losses arising from:

(a) claims for injuries to, or death of, the Buyer's directors, officers, agents or employees, or loss of, or damage to, property of the Buyer or its employees, when such Losses occur during or are incidental to either party's exercise of any right or performance of any obligation under this Agreement, and

(b) claims for injuries to, or death of, third parties, or loss of, or damage to, property of third parties, occurring during or incidental to (i) the provision of Seller Representatives services under Clause 15, or (ii) ***, or (iii) the provision of Aircraft Training Services to the Buyer.

19.3 Notice and Defense of Claims

If any claim is made or suit is brought against a party or entity entitled to indemnification under this Clause 19 (the "**Indemnitee**") for damages for which liability has been assumed by the other party under this Clause 19 (the "**Indemnitor**"), the Indemnitee will promptly give notice to the Indemnitor and the Indemnitor (unless otherwise requested by the Indemnitee) will assume and conduct the defense, or settlement, of such claim or suit, as the Indemnitor will deem prudent. Notice of the claim or suit will be accompanied by all information pertinent to the matter as is reasonably available to the Indemnitee and will be followed by such cooperation by the Indemnitee as the Indemnitor or its counsel may reasonably request, at the expense of the Indemnitor.

If the Indemnitor fails or refuses to assume the defense of any claim or suit notified to it under this Clause 19, the Indemnitee will have the right to proceed with the defense or settlement of the claim or suit as it deems prudent and will have a claim against the Indemnitor for any judgments, settlements, costs or expenses, including reasonable attorneys' fees. Further, in such event, the Indemnitor will be deemed to have waived any objection or defense to the Indemnitee's claim based on the reasonableness of any settlement.

19.4 Insurance

For all Aircraft Training Services, to the extent of the Buyer's undertaking set forth in Clause 19.2, the Buyer will:

(a) cause the Seller, its Affiliates, its subcontractors and each of their respective directors, officers, agents and employees to be named as additional insured under the Buyer's Comprehensive Aviation Legal Liability insurance policies, including War Risks and Allied Perils (such insurance to include the AVN 52E Extended Coverage Endorsement Aviation Liabilities or any further Endorsement replacing AVN 52E as may be available as well as any excess coverage in respect of War and Allied Perils Third Parties Legal Liabilities Insurance), and

(b) with respect to the Buyer's Hull All Risks and Hull War Risks insurances and Allied Perils, cause the insurers of the Buyer's hull insurance policies to waive all rights of subrogation against the Seller, its Affiliates, its subcontractors and each of their respective directors, officers, agents, employees and insurers.

Any applicable deductible will be borne by the Buyer. The Buyer will furnish to the Seller, not less than *** prior to the start of any Aircraft Training Services, certificates of insurance, in English, evidencing the limits of liability cover and period of insurance coverage in a form acceptable to the Seller from the Buyer's insurance broker(s), certifying that such policies have been endorsed as follows:

(i) under the Comprehensive Aviation Legal Liability Insurances, the Buyer's policies are primary and non-contributory to any insurance maintained by the Seller,

(ii) such insurance can only be cancelled or materially altered by the giving of not less than thirty (30) days (but seven (7) days or such lesser period as may be customarily available in respect of War Risks and Allied Perils) prior written notice thereof to the Seller, and

(iii) under any such cover, all rights of subrogation against the Seller, its Affiliates, its subcontractors and each of their respective directors, officers, agents, employees and insurers have been waived.

20 - TERMINATION

20.1 Termination Events

20.1.1 Each of the following shall constitute a "**Termination Event**" under this Agreement and promptly upon the knowledge of the occurrence of a Termination Event by the Buyer, the Buyer shall notify the Seller of such occurrence in writing and by courier or telefax, provided, however, that any failure by the Buyer to notify the Seller shall not prejudice the Seller's rights hereunder:

(1) The Buyer or any of its Affiliates or any other party shall commence any case, proceeding or other action with respect to the Buyer or any of its Affiliates in any jurisdiction relating to bankruptcy, insolvency, reorganization, relief from debtors, an arrangement, winding-up, liquidation, dissolution or other relief with respect to its debts and such case, proceeding or other action remains unstayed, undismissed or undischarged for ***.

(2) An action is commenced seeking the appointment of a receiver, trustee, custodian or other similar official for the Buyer or any of its Affiliates for all or substantially all of its assets, and such action remains unstayed, undismissed or undischarged for ***, or the Buyer or any of its Affiliates makes a general assignment for the benefit of its creditors.

(3) An action is commenced against the Buyer or any of its Affiliates seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets, and such action remains unstayed, undismissed or undischarged for ***.

(4) The Buyer or any of its Affiliates fails generally to pay its debts as they become due.

(5) The Buyer commences negotiations with its significant creditors in preparation for a "prepackaged" bankruptcy filing under the U.S. Bankruptcy Code.

(6) Any event occurs with respect to the Buyer or any of its Affiliates in any jurisdiction to which such party is subject which has an effect equivalent to any of the events mentioned in 20.1.1 (1), (2), (3) or (4).

(7) The Buyer or any of its Affiliates fails to make (i) any payment required to be made pursuant to this Agreement or any other material agreement between the Buyer or any of its Affiliates and the Seller or any of its Affiliates when such payment comes due (ii) any Predelivery Payment required to be made pursuant to this Agreement or (iii) payment of all or part of the Final Contract Price required to be made pursuant to Clause 5 of this Agreement.

(8) An "Event of Default" (as such term (or any analogous term) is defined in the relevant transaction documents that govern the relevant transaction) shall have occurred under the terms of any purchase, service ***, guarantee or other material agreement entered into from time to time between (i) the Buyer or any Affiliate of the Buyer (the "**Borrower**") on one hand and (ii) the Seller or any of its Affiliates on the other hand.

(9) An "Event of Default" (as such term (or any analogous term) is defined in the relevant transaction documents that govern the relevant transaction) shall have occurred under the terms of any material financing, lease or guarantee agreement to which the Borrower is a party from time to time.

(10) ***

(11) The Buyer shall repudiate this Agreement.

(12) The Buyer shall default in its obligation to take delivery of an Aircraft as provided in Clause 9.2 of this Agreement.

(13) The Buyer shall breach this Agreement or materially default in the observance or performance of any other covenant, undertaking or obligation contained in this Agreement or any other material agreement between the Buyer and the Seller (including but not limited to the Buyer's obligation to notify the Seller of the existence of a Termination Event hereunder, but only if such lack of notice itself operates to

prejudice the Seller's rights under the Purchase Agreement or otherwise), ***.

(14) A Termination Event or Event of Default (as defined in the relevant agreement) shall have occurred under any other material agreement between the Buyer or any of its respective Affiliates and the Seller or any of its respective Affiliates, to the extent that such agreements relate to the transaction contemplated by this Agreement.

(15) Any other event that the parties shall have agreed in writing constitutes a Termination Event hereunder.

20.2 ***

20.3 Definitions

For purposes of this Clause 20, the terms "Affected Aircraft", "Applicable Date and "Escalated Price" are defined as follows:

(i) "**Affected Aircraft**" – any or all Aircraft with respect to which the Seller has cancelled or terminated this Agreement pursuant to Clause 20. 2 (1) (iv),

(ii) "**Applicable Date**" – for any Affected Aircraft the date of the Termination Event specified in the Seller's notice and demand for payment of liquidated damages delivered under Clause 20.2(3).

(iii) "**Escalated Price**" - the sum of (i) the Base Price of the Aircraft and (ii) the Base Price of SCNs and MSCNs entered into after the date of this Agreement, all as escalated to the Applicable Date in accordance with the provisions of Clause 4.

21 - ASSIGNMENTS AND TRANSFERS

21.1 Assignments

Except as hereinafter provided, neither party may sell, assign, novate or transfer its rights or obligations under this Agreement to any person without the prior written consent of the other, except that the Seller may sell, assign, novate or transfer its rights or obligations under this Agreement to any Affiliate without the Buyer's consent.

21.2 Assignments on Sale, Merger or Consolidation

The Buyer will be entitled to assign its rights under this Agreement at any time due to a merger, consolidation or a sale of all or substantially all of its assets, provided the Buyer first obtains the written consent of the Seller. The Buyer will provide the Seller with *** notice if the Buyer wishes the Seller to provide such consent. The Seller will provide its consent if

(i) the surviving or acquiring entity is organized and existing under the laws of the United States;

(ii) the surviving or acquiring entity has executed an assumption agreement, in form and substance reasonably acceptable to the Seller, agreeing to assume all of the Buyer's obligations under this Agreement;

(iii) at the time, and immediately following the consummation, of the merger, consolidation or sale, no event of default exists or will have occurred and be continuing;

(iv) there exists with respect to the surviving or acquiring entity no basis for a Termination Event;

the surviving or acquiring entity is an airline holding an operating certificate issued by the FAA at the time, and immediately following the consummation, of such sale, merger or consolidation; and

following the sale, merger or consolidation, the surviving entity is in a financial condition at least equal to that of the Buyer at time of execution of the Agreement.

21.3 Designations by Seller

The Seller may at any time by notice to the Buyer designate facilities or personnel of AACS or any other Affiliate of the Seller at which or by whom the services to be performed under this Agreement will be performed.

Notwithstanding such designation, the Seller will remain ultimately responsible for fulfillment of all obligations undertaken by the Seller in this Agreement.

21.4 Transfer of Rights and Obligations upon Reorganization

In the event that the Seller is subject to a corporate restructuring having as its object the transfer of, or succession by operation of law in, all or a substantial part of its assets and liabilities, rights and obligations, including those existing under this Agreement, to a person (the "**Successor**") that is an Affiliate of the Seller at the time of that restructuring, for the purpose of the Successor carrying on the business carried on by the Seller at the time of the restructuring, such restructuring will be completed without consent of the Buyer following notification by the Seller to the Buyer in writing. The Buyer recognizes that succession of the Successor to the Agreement by operation of law that is valid under the law pursuant to which that succession occurs will be binding upon the Buyer.

22 - MISCELLANEOUS PROVISIONS

22.1 Data Retrieval

On the Seller's reasonable request, the Buyer will provide the Seller with all the necessary data, as customarily compiled by the Buyer and pertaining to the operation of the Aircraft, to assist the Seller in making an efficient and coordinated survey of all reliability, maintenance, operational and cost data with a view to improving the safety, availability and operational costs of the Aircraft.

22.2 Notices

All notices and requests required or authorized hereunder will be given in writing either by personal delivery to a authorized officer of the party to whom the same is given or by commercial courier, certified air mail (return receipt requested) or facsimile at the addresses and numbers set forth below. The date on which any such notice or request is so personally delivered, or if such notice or request is given by commercial courier, certified air mail or facsimile, the date on which sent, will be deemed to be the effective date of such notice or request.

The Seller will be addressed at:

Airbus S.A.S.

2, rond-point Emile Dewoitine,
31700 Blagnac, France
Attention: Senior Vice President Contracts

Telephone: 33 (0) 5 61 93 43 85
Facsimile: 33 (0) 5 61 93 47 27

The Buyer will be addressed at:

United Airlines, Inc.
233 South Wacker Drive,
Chicago, Illinois 60606
Attention: Head of Fleet Planning

Telephone: 1 (312) 997 8000
Email: fleet.planning@united.com

From time to time, the party receiving the notice or request may designate another address or another person.

22.3 Waiver

The failure of either party to enforce at any time any of the provisions of this Agreement, to exercise any right herein provided or to require at any time performance by the other party of any of the provisions hereof will in no way be construed to be a present or future waiver of such provisions nor in any way to affect the validity of this Agreement or any part hereof or the right of the other party thereafter to enforce each and every such provision. The express waiver by either party of any provision, condition or requirement of this Agreement will not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

22.4 International Supply Contract

The Buyer and the Seller recognize that this Agreement is an international supply contract which has been the subject of discussion and negotiation, that all its terms and conditions are fully understood by the parties, and that the Specification and price of the Aircraft and the other mutual agreements of the parties set forth herein were arrived at in consideration of, inter alia, all the provisions hereof specifically including all waivers, releases and remunerations by the Buyer set out herein.

22.5 Certain Representations of the Parties

22.5.1 Buyer's Representations

The Buyer represents and warrants to the Seller:

(i) the Buyer is a corporation organized and existing in good standing under the laws of the State of Delaware and has the corporate power and authority to enter into and perform its obligations under this Agreement;

(ii) neither the execution and delivery by the Buyer of this Agreement, nor the consummation of any of the transactions by the Buyer contemplated thereby, nor the performance by the Buyer of the obligations thereunder, constitutes a breach of any agreement to which the Buyer is a party or by which its assets are bound;

(iii) this Agreement has been duly authorized, executed and delivered by the Buyer and constitutes the legal, valid and binding obligation of the Buyer enforceable against the Buyer in accordance with its terms.

22.5.2 Seller's Representations

The Seller represents and warrants to the Buyer:

(i) the Seller is organized and existing in good standing under the laws of the Republic of France and has the corporate power and authority to enter into and perform its obligations under the Agreement;

(ii) neither the execution and delivery by the Seller of this Agreement, nor the consummation of any of the transactions by the Seller contemplated thereby, nor the performance by the Seller of the obligations there under, constitutes a breach of any agreement to which the Seller is a party or by which its assets are bound;

(iii) this Agreement has been duly authorized, executed and delivered by the Seller and constitutes the legal, valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms.

22.6 Interpretation and Law

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Each of the Seller and the Buyer (i) hereby irrevocably submits itself to the nonexclusive jurisdiction of the courts of the state of New York, New York County, of the United States District Court for the Southern District of New York, for the purposes of any suit, action or other proceeding arising out of this Agreement, the subject matter hereof or any of the transactions contemplated hereby brought by any party or parties hereto, and (ii) hereby waives, and agrees not to assert, by way of motion, as a defense or otherwise, in any such suit, action or proceeding, to the extent permitted by applicable law, any defense based on sovereign or other immunity or that the suit, action or proceeding which is referred to in clause (i) above is brought in an inconvenient forum, that the venue of such suit, action or proceeding is improper, or that this Agreement or the subject matter hereof or any of the transactions contemplated hereby may not be enforced in or by these courts.

THE PARTIES HEREBY ALSO AGREE THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS TRANSACTION.

22.6.1 The Buyer for itself and its successors and assigns hereby designates and appoints the Secretary of the Buyer duly elected from time to time as its legal agent and attorney-in-fact upon whom all processes against the Buyer in any suit, action or proceeding in respect of any matter as to which it has submitted to jurisdiction under Clause 22.6 may be served with the same effect as if the

Buyer were a corporation organized under the laws of the State of New York and had lawfully been served with such process in such state, it being understood that such designation and appointments will become effective without further action on the part of its Secretary. The Seller for itself and its successors and assigns hereby designates and appoints CT Corporation, located at CT Corporation, 111 Eighth Avenue, New York, NY 10011, as its legal agent and attorney-in-fact upon whom all processes against the Seller in any suit, action or proceeding in respect of any matter as to which it has submitted to jurisdiction under Clause 22.6 may be served with the same effect as if the Seller were a corporation organized under the laws of the State of New York and had lawfully been served with such process in such state.

22.6.2 The assumption in Clause 22.6.1 made for the purpose of effecting the service of process will not affect any assertion of diversity by either party hereto initiating a proceeding in the New York Federal Courts or seeking transfer to the New York Federal Courts on the basis of diversity.

22.6.3 Service of process in any suit, action or proceeding in respect of any matter as to which the Seller or the Buyer has submitted to jurisdiction under Clause 22.6 (i) may be made on the Seller by delivery of the same personally or by dispatching the same via Federal Express, UPS, or similar international air courier service prepaid to, CT Corporation, New York City offices as agent for the Seller, it being agreed that service upon CT Corporation will constitute valid service upon the Seller or by any other method authorized by the laws of the State of New York, and (ii) may be made on the Buyer by delivery of the same personally or by dispatching the same by Federal Express, UPS, or similar international air courier service prepaid, return receipt requested to: Corporate Secretary, located at 233 South Wacker Drive, Chicago, Illinois 60606, or by any other method authorized by the laws of the State of New York.

22.6.4 Headings

All headings in this Agreement are for convenience of reference only and do not constitute a part of this Agreement.

22.7 Waiver of Jury Trial

EACH OF THE PARTIES HERETO WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM OR CROSS-CLAIM THEREIN.

22.8 Waiver of Consequential Damages

In no circumstances shall either party claim or receive incidental or consequential damages under this Agreement.

22.9 No Representations Outside of this Agreement

The parties declare that, prior to the execution of this Agreement, they, with the advice of their respective counsel, apprised themselves of sufficient relevant data in order that they might intelligently exercise their own judgments in deciding whether to execute this Agreement and in deciding on the contents of this Agreement. Each party further declares that its decision to execute this Agreement is not predicated on or influenced by any declarations or representations by any other person, party, or any predecessors in interest, successors, assigns, officers, directors, employees, agents or attorneys of any said person or party, except as set forth in this Agreement. This Agreement resulted from negotiation involving counsel for all of the parties hereto and no term herein will be construed or interpreted against any party under the contra proferentum or any related doctrine.

22.10 Confidentiality

Subject to any legal or governmental requirements of disclosure, the parties (which for this purpose will include their employees, and legal counsel) will maintain the terms and conditions of this Agreement and any reports or other data furnished hereunder strictly confidential, including but not limited to, the Aircraft pricing (the "Confidential Information"). Without limiting the generality of the foregoing, the Buyer will use its best efforts to limit the disclosure of the contents of this Agreement to the extent legally permissible in (i) any filing required to be made by the Buyer with any governmental agency and will make such applications as will be necessary to implement the foregoing, and (ii) any press release concerning the whole or any part of the contents and/or subject matter hereof or of any future

addendum hereto. With respect to any public disclosure or filing, the Buyer agrees to submit to the Seller a copy of the proposed document to be filed or disclosed and will give the Seller a reasonable period of time in which to review said document. The Buyer and the Seller will consult with each other prior to the making of any public disclosure or filing, permitted hereunder, of this Agreement or the terms and conditions thereof.

The provisions of this Clause 22.10 will survive any termination of this Agreement.

22.11 Severability

Any provision of the Agreement determined to be unlawful or unenforceable under applicable law applied by any court of competent jurisdiction shall, to the extent required by such law, be deemed severed from the Agreement and rendered ineffective so far as is possible without modifying the remaining provisions. Where, however, the provisions of any such applicable law may be

waived, they are hereby waived by the parties hereto to the fullest extent permitted by such law, with the result that the provisions of the Agreement shall be a valid and binding and enforceable in accordance with their terms. The parties agree to replace, so far as practicable, any provision which is prohibited, unlawful or unenforceable with another provision having substantially the same effect (in its legal and commercial content) as the replaced provision, but which is not prohibited, unlawful or unenforceable. The invalidity in whole or in part of any provisions of the Agreement shall not void or affect the validity of any other provision.

22.12 Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and thereof and supersedes any previous understanding, commitments or representations whatsoever, whether oral or written. This Agreement will not be amended or modified except by an instrument in writing of even date herewith or subsequent hereto executed by both parties or by their fully authorized representatives.

22.13 Inconsistencies

In the event of any inconsistency between the terms of this Agreement and the terms contained in either (i) the Specification, or (ii) any other Exhibit, in each such case the terms of this Agreement will prevail over the terms of the Specification or any other Exhibit. For the purpose of this Clause 22.13, the term Agreement will not include the Specification or any other Exhibit hereto.

22.14 Language

All correspondence, documents and any other written matters in connection with this Agreement will be in English.

22.15 Counterparts

This Agreement has been executed in two (2) original copies.

Notwithstanding the foregoing, this Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

IN WITNESS WHEREOF, this Amended and Restated A350-900 Purchase Agreement was entered into as of the day and year first above written.

AIRBUS, S.A.S.

By: /s/ Kiran Rao
Title: Deputy to COO Customers EVP Strategy

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman
Title: Senior Vice President Finance, Procurement and Treasurer

EXHIBIT A

STANDARD SPECIFICATION

Exhibit A-1: A350-900 Standard Specification

Exhibit A-2: A350-1000 Standard Specification

EXHIBIT A-1

A350-900 STANDARD SPECIFICATION

The A350-900 Standard Specification is contained in a separate folder.

EXHIBIT A-2

A350-1000 STANDARD SPECIFICATION

The A350-1000 Standard Specification is contained in a separate folder.

EXHIBIT B

SPECIFICATION CHANGE NOTICES

Exhibit B-1: Form of Specification Change Notice

Exhibit B-2: Lists of Specification Change Notices

Part 1: A350-900 SCN Budget

Part 2: A350-1000 SCN Budget

Part 3: A350-900 ULR SCN Budget

Part 4: A350-900 *** SCNs

Part 5: A350-1000 *** SCNs

Part 6: A350-900 ULR *** SCNs

Exhibit B-3: Form of Manufacturer's Specification Change Notice

AIRBUS

SPECIFICATION CHANGE NOTICE

(SCN)

For

SCN Number
Issue
Dated
Page

Title:

Description

Remarks / References

Specification changed by this SCN

This SCN requires prior or concurrent acceptance of the following SCN (s):

Price per aircraft

US DOLLARS:

AT DELIVERY CONDITIONS:

This change will be effective on AIRCRAFT N° and subsequent.

Provided approval is received by

Buyer approval	**Seller approval**
By :	By :
Date :	Date :

AIRBUS

SPECIFICATION CHANGE NOTICE

(SCN)

For

SCN Number
Issue
Dated
Page

Specification repercussion:

After contractual agreement with respect to weight, performance, delivery, etc, the indicated part of the specification wording will read as follows:

AIRBUS

SPECIFICATION CHANGE NOTICE

(SCN)

For

SCN Number
Issue
Dated
Page

Scope of change (FOR INFORMATION ONLY)

EXHIBIT B-2

SCN LISTS

Part 1: A350-900 SCN Budget

Part 2: A350-1000 SCN Budget

Part 3: A350-900 ULR SCN Budget

Part 4: A350-900 *** SCNs

Part 5: A350-1000 *** SCNs

Part 6: A350-900 ULR *** SCNs

Part 1: A350-900 SCN Budget

***

Part 2: A350-1000 SCN Budget

***

EXHIBIT B-2

Part 3: A350-900 ULR SCN Budget

***

EXHIBIT B-2

Part 4: A350-900 * SCNs**

***

Part 5: A350-1000 * SCNs**

***

Part 6: A350-900 ULR * SCNs**

***

EXHIBIT B-3

AIRBUS

For

MANUFACTURER'S SPECIFICATION CHANGE NOTICE

(MSCN)

MSCN Number
Issue
Dated
Page

Title:

Description:

Effect on weight

Manufacturer's Weight Empty Change	:
Operational Weight Empty Change	:
Allowable Payload Change	:

Remarks / References

Specification changed by this MSCN

Price per aircraft

US DOLLARS:

AT DELIVERY CONDITIONS:

This change will be effective on AIRCRAFT N° and subsequent.

Provided MSCN is not rejected by

Buyer Approval	**Seller Approval**
By :	By :
Date :	Date :

AIRBUS

MANUFACTURER'S SPECIFICATION CHANGE NOTICE

(MSCN)

For

MSCN Number
Issue
Dated
Page

Specification repercussion:

AIRBUS

MANUFACTURER'S SPECIFICATION CHANGE NOTICE

(MSCN)

For

MSCN Number
Issue
Dated
Page

Scope of change (FOR INFORMATION ONLY)

EXHIBIT C

SELLER PRICE REVISION FORMULA

***

EXHIBIT D

FORM OF CERTIFICATE OF ACCEPTANCE

In accordance with the terms of Clause 8.3 of the Amended and Restated A350-900 Purchase Agreement dated [*day*] [*month*] [*year*] and made between United Airlines, Inc. (the "**Buyer**") and Airbus S.A.S. as amended and supplemented from time to time (the "**Purchase Agreement**"), the technical acceptance tests relating to one Airbus A350-[•] aircraft, bearing manufacturer's serial number [•], and registration mark [•](the "**Aircraft**") have taken place in Toulouse, France.

In view of said tests having been carried out with satisfactory results, the Buyer hereby approves the Aircraft as being in conformity with the provisions of the Purchase Agreement and accepts the Aircraft for delivery in accordance with the provisions of the Purchase Agreement.

Such acceptance shall not impair the rights that may be derived from the warranties relating to the Aircraft set forth in the Purchase Agreement.

Any right at law or otherwise to revoke this acceptance of the Aircraft is hereby irrevocably waived.

IN WITNESS WHEREOF, the Buyer, has caused this instrument to be executed by its duly authorized representative this day of [*month*], [*year*] in Toulouse, France.

RECEIPT AND ACCEPTANCE OF THE
ABOVE-DESCRIBED AIRCRAFT ACKNOWLEDGED

UNITED AIRLINES, INC.

Name:

Title:

Signature:

EXHIBIT E

FORM OF BILL OF SALE

Know all men by these presents that Airbus S.A.S., a *Société par Actions Simplifiée* existing under French law and having its principal office at 2, Rond-Point Emile Dewoitine, 31700 Blagnac, FRANCE (the "**Seller**"), was this [*day*] [*month*] [*year*] the owner of the title to the following airframe (the "**Airframe**"), the [engines/propulsion systems] as specified (the "[**Engines**/**Propulsion Systems**]") and [all appliances, components, parts, instruments, accessories, furnishings, modules and other equipment of any nature], [excluding buyer furnished equipment ("**BFE**"),] incorporated therein, installed thereon or attached thereto on the date hereof (the "**Parts**"):

AIRFRAME:

AIRBUS Model A3[•]-[•]

MANUFACTURER'S SERIAL NUMBER: [•]

[ENGINES/PROPULSION SYSTEMS]:

[Insert name of engine or propulsion system manufacturer] Model [•]

ENGINE SERIAL NUMBERS:
LH: [•]
RH: [•]

REGISTRATION MARK: [•]

[and [had] such title to the BFE as was acquired by it from [*insert name of vendor of the BFE*] pursuant to a bill of sale dated [month] [year] (the "**BFE Bill of Sale**")].

The Airframe, [Engines/Propulsion Systems] and Parts are hereafter together referred to as the "**Aircraft**".

The Seller did this day of [month] [year], sell, transfer and deliver all of its above described rights, title and interest in and to the Aircraft [and the BFE] to the following entity and to its successors and assigns forever, said Aircraft [and the BFE] to be the property thereof:

[*Insert Name/Address of Buyer*]
(the "**Buyer**")

The Seller hereby warrants to the Buyer, its successors and assigns that (i) the Seller had good and lawful right to sell, deliver and transfer title to the Aircraft to the Buyer and (ii) there was conveyed to the Buyer good, legal and valid title to the Aircraft, free and clear of all liens, claims, charges, encumbrances and rights of others and (iii) the Seller will warrant and defend such title forever against all claims and demands whatsoever [and (iv) the Seller had such title to the BFE as Seller has acquired from [*insert name of vendor of the BFE*] pursuant to the BFE Bill of Sale].

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized representative this day of [month], [year] in [Blagnac/Hamburg].

AIRBUS S.A.S.
Name:
Title:
Signature:

EXHIBIT F

SERVICE LIFE POLICY

LIST OF ITEMS

EXHIBIT F

SELLER SERVICE LIFE POLICY

1 The Items covered by the Service Life Policy pursuant to Clause 12.2 are those Seller Items of primary and auxiliary structure described hereunder.

***

EXHIBIT G

TECHNICAL DATA INDEX

EXHIBIT G

TECHNICAL DATA INDEX

Buyer and Seller hereby acknowledge that the Aircraft Technical Data represented in this Exhibit G is ***, such updated Technical Data shall automatically be incorporated by reference herein and shall constitute the Exhibit G to this Agreement.

Where applicable, data will be established in general compliance with ATA *i*Specification 2200 and/or S1000D Specification jointly defined by the ASD (Aerospace and Defense Industries Association of Europe), AIA (Aerospace Industries Association) and ATA (Air Transport Association of America), as applicable

AVAILABILITY

Except as specifically otherwise set forth in this Exhibit G, all Technical Data shall be available on-line through the relevant service on the Airbus customer portal "Airbus World".

The following index identifies the Technical Data provided in support of the Aircraft.

The explanation of the table is as follows:

NOMENCLATURE Self-explanatory

ABBR. Abbreviated designation of the relevant Technical Data

FORMATS:

ADVANCED CONSULTATION TOOL

Includes the relevant Technical Data and an advanced consultation and navigation software to browse the data.

SPECIFIC FORMATS

Refers to Technical Data, which are neither located in an "Advanced Consultation Tool" nor issued as XML raw data. Such Technical Data may be available as either:

- Portable Document Format (PDF), allowing data consultation, or
- Office Automation Format, such as XLS and/or Rich Text Format (Word RTF) or HyperText Markup Language (HTML), for consultation and information update, or
- Task Structure Data File (TSDF).

XML raw data

1/ Maintenance, Planning, Structural, Overhaul, Engineering Data

S1000D compliant raw data, for data processing by the Buyer.

If XML has been selected by the Buyer in the present Exhibit G, effective delivery shall only take place at the time of explicit request from the Buyer.

2/ Flight Operations Data

XML standard is yet to be defined.

TYPE	C	CUSTOMIZED. Refers to manuals that are applicable to an individual Airbus customer/operator fleet or aircraft.
	G	GENERIC. Refers to manuals that are applicable for all Airbus aircraft types/models/series.
	E	ENVELOPE. Refers to manuals that are applicable to a whole group of Airbus customers for a specific aircraft type/model/series.

QTY/QUANTITY	Self explanatory
DELIVERY (Deliv)	Delivery refers to scheduled delivery dates and is expressed in either the number of corresponding days prior to first Aircraft delivery, or nil (0) referring to the Delivery Date of corresponding Aircraft. The number of days indicated shall be rounded up to the next regular revision release date.

***

EXHIBIT H

GENERAL TERMS AND CONDITIONS OF
ACCESS TO AND USE OF AIRBUS WORLD

The general terms and conditions of access to and use of the secure area of the Airbus world / online services (as amended and supplemented from time to time) are contained in a separate folder.

LETTER AGREEMENT NO. 1

TO THE AMENDED AND RESTATED
A350-900 PURCHASE AGREEMENT

As of 1 September 2017

UNITED AIRLINES, INC.
233 South Wacker Drive
Chicago, Illinois 60606
USA

Re: SPARE PARTS PROCUREMENT

Dear Ladies and Gentlemen,

UNITED AIRLINES, INC. (the "**Buyer**"), and AIRBUS S.A.S. (the "**Seller**"), have entered into an Amended and Restated A350-900 Purchase Agreement dated as of the date hereof (the "**Agreement**"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 1 (the "**Letter Agreement**") certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

CONTENTS

PARAGRAPHS

1 - GENERAL

2 - INITIAL PROVISIONING

3 - WARRANTIES

4 - LEAD TIMES

5 - DELIVERY STATUS

6 - MATERIAL CONSUMPTION DATA

7 - OTHER MATERIAL SUPPORT

8 - COMMERCIAL CONDITIONS

9 - TITLE

10 - TERMINATION

11 - INCONSISTENCIES

12 - ASSIGNMENT

13 - TERMINATION

14 - ASSIGNMENT

1. GENERAL

1.1 Scope of Material Support

1.1.1 This Letter Agreement defines the terms and conditions for the support services offered by the Seller to the Buyer relating to the Aircraft only, in the following areas:

***

1.1.2 References made to Paragraphs shall refer to paragraphs of this Letter Agreement. Unless otherwise specified.

1.1.3 For the purposes of this Letter Agreement, the term "Supplier" shall mean any supplier providing any of the Material listed in Paragraph 1.2.1 hereunder (each item of Material supplied by a Supplier being a "Supplier Part").

1.1.4 Notwithstanding any other agreement in force between the Buyer and the Seller as of the date hereof pertaining to spare parts procurement by the Buyer in relation to Airbus aircraft, this Letter Agreement shall be the only agreement between the Buyer and the Seller governing the terms and conditions applicable to the A350 Spare Parts Procurement.

1.2 Material

1.2.1 The “Material” will be comprised of the following:

***

1.3 Term

***

1.4 Stores

***

1.4.3 Other Points of Shipment

***

1.4.4 Customer Order Desk

***

1.5 Spare Parts Representative

1.5.1 Spare Parts Representative Services

***

1.6 Commitment of the Buyer

***

1.7 Manufacture of Material by the Buyer

***

2 INITIAL PROVISIONING AND REPLENISHMENT

2.1 Initial Provisioning

2.1.1 Period

***

2.1.2 Pre-Provisioning Meeting

***

2.1.3 Initial Provisioning Conference

***

2.1.4 Initial Provisioning Data

***

2.1.5 Supplier-Supplied Data

***

2.1.6 Supplementary Data

***

2.1.7 Commercial Offer for Certain Material

***

2.1.8 Delivery of Initial Provisioning Material

***

3. WARRANTIES ON SELLER PARTS

3.1 Nature of Warranty

***

3.2 Exceptions

***

3.3 Warranty Periods

***

3.4 Limitations of Warranty

***

3.6 Duplicate Remedies

***

4. LEAD TIMES

***

4.3 Expedite Service

***

5. DELIVERY STATUS

***

5.1 Shortages, Overshipments, Non-Conformity in Orders

***

5.1.4 Packaging

***

5.1.5 Cessation of Deliveries

***

6. MATERIAL CONSUMPTION DATA

***

7 OTHER MATERIAL SUPPORT

***

7.1.1 General

***

7.1.2 Title

***

7.1.3 Warranties

***

7.1.3.2 Warranty and Notice Periods

***

7.1.3.4 Suspension and Transportation Costs

***

7.2 Tools and Ground Support Equipment

***

8 COMMERCIAL CONDITIONS

8.1 Price

8.1.1 All Material prices shall be quoted for delivery:

***

8.2 Payment Procedures and Conditions

***

8.3 Payment in Full

***

9. TITLE

The Buyer will at all times keep an amount of Material at least equal in value to the total amount of invoices for Material outstanding to the Seller at any given time free from any lien, debenture, security interest or other similar interest charge or claim in favor of any third party.

10. TERMINATION OF SPARES PROCUREMENT COMMITMENTS

Any termination of the Agreement under its terms shall ***. The Seller may, but shall not be required, to ***.

11. INCONSISTENCY

In the event of any inconsistency between *** this Letter Agreement shall prevail to the extent of such inconsistency.

12. ASSIGNMENT

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 21 of the Agreement.

13. CONFIDENTIALITY

This Letter Agreement is subject to the terms and conditions of Clause 22.10 of the Agreement.

14. COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Kiran Rao

Its: Deputy to COO Customers
EVP Product Strategy

Accepted and Agreed

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance,
Procurement and Treasurer

APPENDIX "A" TO PARAGRAPH 7.1.1

***

LETTER AGREEMENT NO. 2

TO THE AMENDED AND RESTATED
A350-900 PURCHASE AGREEMENT

As of 1 September 2017

UNITED AIRLINES, INC.
233 South Wacker Drive
Chicago, Illinois 60606
USA

Re: PREDELIVERY PAYMENTS

Dear Ladies and Gentlemen,

UNITED AIRLINES, INC. (the "**Buyer**"), and AIRBUS S.A.S. (the "**Seller**"), have entered into an Amended and Restated A350-900 Purchase Agreement dated as of the date hereof (the "**Agreement**"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 2 (the "**Letter Agreement**") certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

1. PREDELIVERY PAYMENTS

Clause 5 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

5 - PAYMENT TERMS

5.1 Seller's Account

The Buyer will pay the Predelivery Payments, the Balance of the Final Price of the Aircraft and any other amount due hereunder in immediately available funds in United States dollars to: ***, or to such other account as may be designated by the Seller in writing to the Buyer.

5.2 Predelivery Payments

5.2.1 ***

5.2.2 The Predelivery Payment Reference Price for an Aircraft to be delivered in calendar year T is determined in accordance with the following formula:

***

5.2.3 Predelivery Payments will be paid according to the following schedules.

***

5.2.3.1 For the initial firm order of forty-five (45) A350-900 Aircraft:

Payment Date		Percentage of Predelivery Payment Reference Price
***	***	***
TOTAL PAYMENT PRIOR TO DELIVERY		***%

Notwithstanding the above, it is agreed that with respect to Aircraft ***.

5.2.3.2 ***:

Payment Date		Percentage of Predelivery Payment Reference Price
***	***	***
TOTAL PAYMENT PRIOR TO DELIVERY		***%

5.2.3.3 For Converted Firm Aircraft:

Payment Date		Percentage of Predelivery Payment Reference Price
***	***	***
TOTAL PAYMENT PRIOR TO DELIVERY		***%

Notwithstanding the above, it is agreed that with respect to Aircraft ***.

***

5.5 Payment of Balance of the Final Price of the Aircraft

***

5.6 Taxes

***

"**Taxes**" means any present or future tax, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any governmental authority or any political subdivision or taxing authority thereof or therein.

5.7 Application of Payments

Notwithstanding any other rights the Seller may have at contract or at law, the Buyer and the Seller hereby agree that should any amount (whether under this Agreement or under any other agreement between the Buyer or a direct or indirect subsidiary of the Buyer on the one hand and the Seller or any of the Seller's Affiliates on the other hand) become due and payable by the Buyer or an Affiliate of the Buyer, ***

5.9 Overdue Predelivery Payments

If any Predelivery Payment due to the Seller is not received by the Seller on the date or dates agreed upon between the Buyer and the Seller, the Seller will have the right to claim from the Buyer and the Buyer will promptly pay to the Seller upon receipt of such claim, interest at the rate of ***. The Seller's right to receive such interest will be in addition to any other rights of the Seller hereunder or at law. ***.

5.10 Proprietary Interest

Notwithstanding any provision of law to the contrary, the Buyer will not, by virtue of anything contained in this Agreement (including, without limitation, any *** or Predelivery Payments hereunder, or any designation or identification by the Seller of a particular aircraft as an Aircraft to which any of the provisions of this Agreement refers) acquire any proprietary, insurable or other interest whatsoever in any Aircraft before Delivery of and payment for such Aircraft, as provided in this Agreement.

5.11 Payment in Full

***

5.12 Other Charges

***

UNQUOTE

2. ASSIGNMENT

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 21 of the Agreement.

3. CONFIDENTIALITY

This Letter Agreement is subject to the terms and conditions of Clause 22.10 of the Agreement.

4. COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Kiran Roa

Its: Deputy to COO Customers
EVP Product Strategy

Accepted and Agreed

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance,
Procurement and Treasurer

LETTER AGREEMENT NO. 3

TO THE AMENDED AND RESTATED
A350-900 PURCHASE AGREEMENT

As of 1 September 2017

UNITED AIRLINES, INC.
233 South Wacker Drive
Chicago, Illinois 60606
USA

Re: CREDIT MATTERS

Dear Ladies and Gentlemen,

UNITED AIRLINES, INC. (the "**Buyer**"), and AIRBUS S.A.S. (the "**Seller**"), have entered into an Amended and Restated A350-900 Purchase Agreement dated as of the date hereof (the "**Agreement**"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft,

under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 3 (the "**Letter Agreement**") certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

1. ***** TO ALL AIRCRAFT OF A TYPE**

***

7. ASSIGNMENT

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 21 of the Agreement.

8. CONFIDENTIALITY

This Letter Agreement is subject to the terms and conditions of Clause 22.10 of the Agreement.

9. COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Kiran Rao

Its: Deputy to COO Customers
EVP Product Strategy

Accepted and Agreed

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance,
Procurement and Treasurer

LETTER AGREEMENT NO. 4

TO THE AMENDED AND RESTATED
A350-900 PURCHASE AGREEMENT

As of 1 September 2017

UNITED AIRLINES, INC.
233 South Wacker Drive
Chicago, Illinois 60606
USA

Re: ***

Dear Ladies and Gentlemen,

UNITED AIRLINES, INC. (the "**Buyer**"), and AIRBUS S.A.S. (the "**Seller**"), have entered into an Amended and Restated A350-900 Purchase Agreement dated as of the date hereof (the "**Agreement**"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 4 (the "**Letter Agreement**") certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

1. DEFINITIONS

Clause 0 to the Agreement is amended to either modify or add the following defined terms between the "QUOTE" and "UNQUOTE":

QUOTE

*** A350XWB Aircraft – has the meaning set forth in Paragraph 3.1

*** Aircraft – has the meaning set forth in Paragraph 3.1

*** A350-900 ULR Aircraft – has the meaning set forth in Paragraph 3.1

*** A350-1000 Aircraft – has the meaning set forth in Paragraph 3.1

*** Aircraft – has the meaning set forth in Paragraph 3.1

*** A350-900 *** Aircraft – has the meaning set forth in Paragraph 3.1

*** A350-900 ULR *** Aircraft – has the meaning set forth in Paragraph 3.1

*** A350-1000 *** Aircraft – has the meaning set forth in Paragraph 3.1

***

A350-900 *** Aircraft – has the meaning set forth in Paragraph 2.1.

A350-900 *** Aircraft – has the meaning set forth in Paragraph 2.1.

A350-1000 *** Aircraft – has the meaning set forth in Paragraph 2.1.

*** Fee – has the meaning set forth in Paragraph 2.1.

UNQUOTE

***

2.2. ***

***

Such written notice will include, for each *** Aircraft, the requested (i) delivery month and year and (ii) *** Aircraft type.

***

6. INTENTIONALLY LEFT BLANK

7. ASSIGNMENT

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 21 of the Agreement.

8. CONFIDENTIALITY

This Letter Agreement is subject to the terms and conditions of Clause 22.10 of the Agreement.

9. COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Kiran Rao

Its: Deputy to COO Customers
EVP Product Strategy

Accepted and Agreed

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance,
Procurement and Treasurer

LETTER AGREEMENT NO. 5

TO THE AMENDED AND RESTATED
A350-900 PURCHASE AGREEMENT

As of 1 September 2017

UNITED AIRLINES, INC.
233 South Wacker Drive
Chicago, Illinois 60606
USA

Re: PRODUCT SUPPORT MATTERS

Dear Ladies and Gentlemen,

UNITED AIRLINES, INC. (the "**Buyer**"), and AIRBUS S.A.S. (the "**Seller**"), have entered into an Amended and Restated A350-900 Purchase Agreement dated as of the date hereof (the "**Agreement**"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 5 (the "**Letter Agreement**") certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

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1. AIRBUS WORLD

Notwithstanding anything in Exhibit H, the Buyer will have full access to Airbus World ***.

2. CLAUSE 14 – TECHNICAL DATA

Clause 14 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

14 - TECHNICAL DATA

14.1 Scope

This Clause 14 covers the terms and conditions for the supply of technical data by the Seller ("**Technical Data**") needed to support the Aircraft operation. ***.

14.1.1 The Technical Data shall be supplied in the English language using the aeronautical terminology in common use.

14.1.2 All Technical Data shall be available on-line as set forth in Clause 14.4. Range, type, format and delivery schedule of the on-line Technical Data to be provided under this Agreement are outlined in Exhibit G hereto.

14.2 Aircraft Identification for Technical Data

14.2.1 For those Technical Data that are customized to the Buyer's Aircraft, the Buyer agrees to the allocation of fleet serial numbers ("**Fleet Serial Numbers**") in the form of blocks of numbers selected in the range from 001 to 999.

14.2.2 The sequence shall not be interrupted unless two (2) different Propulsion Systems or two (2) different Aircraft models are selected.

14.2.3 The Buyer shall indicate to the Seller the Fleet Serial Number allocated to each Aircraft corresponding to the delivery schedule set forth in Clause 9.1 ***. Neither the designation of such Fleet Serial Numbers nor the subsequent allocation of the Fleet Serial Numbers to Manufacturer Serial Numbers for the purpose of producing certain customized Technical Data shall constitute any property, insurable or other interest of the Buyer in any Aircraft prior to the Delivery of such Aircraft as provided for in this Agreement.

The customized Technical Data that are affected thereby are the following:

- Aircraft Maintenance Manual,
- Illustrated Parts Catalog,
- Trouble Shooting Manual,

- Aircraft Wiring Manual,
- Aircraft Schematics Manual,
- Aircraft Wiring Lists.

14.3 Integration of Equipment Data

14.3.1 Supplier Parts

Information, including revisions, relating to Supplier Parts that are installed on the Aircraft at Delivery or through Airbus Service Bulletins thereafter will be introduced into the customized Technical Data to the extent necessary for the comprehension of the affected systems, at no additional charge to the Buyer.

14.3.2 Buyer Furnished Equipment

14.3.2.1 The Seller shall introduce data related to Buyer Furnished Equipment, for equipment that is installed on the Aircraft by the Seller ("**BFE Data**") into the customized Technical Data, at no additional charge to the Buyer for the initial issue of the Technical Data provided at first Aircraft Delivery, provided such BFE Data is provided in accordance with the conditions set forth in Clauses 14.3.2.2 through 14.3.2.6.

14.3.2.2 The Buyer shall supply the BFE Data to the Seller at least six (6) months prior to the Scheduled Delivery Month of the first Aircraft.

14.3.2.3 The BFE Data shall be supplied in English and shall be established in compliance with the then applicable revision of ATA iSpecification 2200 and/or S1000D Specification jointly defined by the ASD (Aerospace and Defense Industries Association of Europe), AIA (Aerospace Industries Association) and ATA (Air Transport Association of America), as applicable.

14.3.2.4 The Buyer and the Seller shall agree on the requirements for the provision to the Seller of BFE Data for "on-aircraft maintenance", such as but not limited to timeframe, media and format in which the BFE Data shall be supplied to the Seller, in order to manage the BFE Data integration process in an efficient, expeditious and economic manner.

14.3.2.5 The BFE Data shall be delivered in digital format (SGML or XML raw data) and/or in Portable Document Format (PDF), as agreed between the Buyer and the Seller.

14.3.2.6 All costs related to the delivery to the Seller of the applicable BFE Data shall be borne by the Buyer.

14.4 Supply

14.4.1 Except as specifically otherwise set forth in Exhibit G, all Technical Data shall be made available on-line through the relevant services on the Seller's customer portal Airbus World ("**Airbus World**"), under terms and conditions described in Exhibit H to the Agreement.

14.4.2 The Technical Data shall be delivered according to a *** schedule to correspond with the Deliveries of Aircraft. The Buyer shall provide no less than sixty (60) days notice when requesting a change to such delivery schedule.

14.4.3 It will be the responsibility of the Buyer to ***. Upon request from the Buyer's Aviation Authorities, such Aviation Authorities shall be given on-line access to the Buyer's Technical Data.

14.5 Revision Service

For each firmly ordered Aircraft covered under this Agreement, revision service for the Technical Data shall be provided *** (each a "**Revision Service Period**").

Thereafter revision service shall be provided in accordance with the terms and conditions set forth in the Seller's then

current Customer Services Catalog.

14.6 Service Bulletins (SB) Incorporation

During any Revision Service Period and upon the Buyer's request, Seller Service Bulletin information shall be incorporated into the Technical Data, provided that the Buyer notifies the Seller through the Airbus World "Service Bulletin Reporting" service that it intends to accomplish such Service Bulletin, after which post-Service Bulletin status shall be shown. ***.

14.7 Technical Data Familiarization

Upon request by the Buyer, the Seller shall provide up to *** of Technical Data familiarization training at the Seller's or the Buyer's facilities. The basic familiarization course is tailored for maintenance and engineering personnel.

14.8 Customer Originated Changes (COC)

If the Buyer wishes to introduce Buyer originated data ("**COC Data**") into any of the customized Technical Data that are identified as eligible for such incorporation in the Seller's then current Customer Services Catalog, the Buyer shall notify the Seller of such intention.

The incorporation of any COC Data shall be performed under the methods and tools for achieving such introduction and the conditions specified in the Seller's then current Customer Services Catalog.

14.9 Advanced Consultation Tool

14.9.1 Some Technical Data shall be made available through several domains listed in Paragraph 14.9.2 and shall be provided on-line through an Advanced Consultation Tool, which shall include the necessary navigation software and viewer to browse the Technical Data (together, "**Advanced Consultation Tool**").

14.9.2 The Advanced Consultation Tool encompasses the following domains:

- AirN@v / Line Maintenance,
- AirN@v /Planning,
- AirN@v / Engineering,
- AirN@v / Associated Data.

14.9.3 Further details on the Technical Data included in such Advanced Consultation Tool are set forth in Exhibit G.

14.9.4 The parties agree to negotiate in good faith license terms governing use of the Advanced Consultation Tool software prior to delivery of such Advanced Consultation Tool, but no later than six (6) months of the date of signature of this Agreement.

14.9.5 The revision service for, and the license to use, the Advanced Consultation Tool shall be *** for the duration of the corresponding Revision Service Period. At the end of such Revision Service Period, the yearly revision service for the Advanced Consultation Tool and the associated license fee shall be provided to the Buyer under the commercial conditions set forth in the Seller's then current Customer Services Catalog.

14.10 On-Line Access to Technical Data

14.10.1 Access to Airbus World shall be subject to the "General Terms and Conditions of Access to and Use of Airbus World" (the "**GTC**"), as set forth in Exhibit H.

14.10.2 Access to Airbus World shall be *** of the Buyer's users (including *** Buyer's Administrators) for the Technical Data related to the Aircraft which shall be operated by the Buyer.

14.10.3 Should Airbus World provide access to Technical Data in software format, the use of such software shall be further subject to ***.

14.11 Waiver, Release and Renunciation

The Seller warrants that the Technical Data are prepared in accordance with the state of art at the date of their conception. Should any Technical Data prepared by the Seller contain any non-conformity or defect, the sole and exclusive liability of the Seller shall be to correct such Technical Data. Notwithstanding the above, no warranties of any kind shall be given for the Customer Originated Changes.

THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF THE SELLER (AS DEFINED BELOW FOR THE PURPOSES OF THIS CLAUSE 14) AND REMEDIES OF THE BUYER SET FORTH IN THIS CLAUSE 14 ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND THE BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF THE SELLER AND RIGHTS, CLAIMS AND REMEDIES OF THE BUYER AGAINST THE SELLER, EXPRESS OR IMPLIED, ARISING BY LAW, CONTRACT OR OTHERWISE, WITH RESPECT TO ANY NON-CONFORMITY OR DEFECT OF ANY KIND, IN ANY TECHNICAL DATA OR SERVICES DELIVERED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO:

A. ANY WARRANTY AGAINST HIDDEN DEFECTS;

B. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS;

C. ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OR TRADE;

D. ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY, WHETHER IN CONTRACT OR IN TORT, WHETHER OR NOT ARISING FROM THE SELLER'S NEGLIGENCE, ACTUAL OR IMPUTED; AND

E. ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY, PART, SOFTWARE, DATA OR SERVICES DELIVERED UNDER THIS AGREEMENT, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY OTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES;

PROVIDED THAT, IN THE EVENT THAT ANY OF THE AFORESAID PROVISIONS SHOULD FOR ANY REASON BE HELD UNLAWFUL OR OTHERWISE INEFFECTIVE, THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

***

FOR THE PURPOSES OF THIS CLAUSE 14, THE "SELLER" SHALL BE UNDERSTOOD TO INCLUDE THE SELLER, ANY OF ITS SUPPLIERS AND SUBCONTRACTORS, ITS AFFILIATES AND ANY OF THEIR RESPECTIVE INSURERS.

14.12 Proprietary Rights

14.12.1 All proprietary rights, including but not limited to patent, design and copyrights, relating to Technical Data shall remain with the Seller and/or its Affiliates as the case may be. These proprietary rights shall also apply to any translation into a language or languages or media that may have been performed or caused to be performed by the Buyer.

14.12.2 Whenever this Agreement and/or any Technical Data provides for manufacturing by the Buyer, the consent given by the Seller shall not be construed as express or implicit approval howsoever neither of the Buyer nor of the manufactured products. The supply of the Technical Data shall not be construed as any further right for the Buyer to design or manufacture any Aircraft or part thereof or spare part.

14.13 Performance Engineer's Program

14.13.1 In addition to the Technical Data provided under Clause 14, the Seller shall provide to the Buyer Software Services, which shall consist of the Performance Engineer's Program ("**PEP**") for the Aircraft type covered under this Agreement. Such PEP is composed of software components and databases. The parties agree to negotiate in good faith license terms governing use of the PEP prior to delivery of the PEP, but no later than six (6) months of the date of signature of this Agreement.

14.13.2 Use of the PEP shall be limited to *** to be used on the Buyer's computers for the purpose of computing performance engineering data. The PEP is intended for use on ground only and shall not be installed on board the Aircraft.

14.13.3 The license to use the PEP and the revision service shall be provided *** of the corresponding Revision Service Period as set forth in Clause 14.5.

14.13.4 At the end of such Revision Service Period, the PEP shall be provided to the Buyer under commercial conditions set forth in the Seller's then current Customer Services Catalog.

14.14 ***

UNQUOTE

3. CLAUSE 15 – SELLER REPRESENTATIVE SERVICES

Clause 15 of the Agreement is amended as follows:

3.1 Customer Support Representative(s)

Clause 15.1.3 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

15.1.3 The Seller shall provide to the Buyer an annual written accounting of the consumed man-months and any remaining man-month balance from the allowance defined in Appendix A to this Clause 15. Such accounting shall be deemed final and accepted by the Buyer unless the Seller receives written objection from the Buyer within *** of receipt of such accounting.

UNQUOTE

3.2 Buyer's Support

3.2.1 Clause 15.2.2 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

15.2.2 The Buyer shall *** of the Seller Representatives of ***, to and from their place of assignment and Toulouse, France.

UNQUOTE

3.2.2 *** and replaced with the following quoted text:

QUOTE

15.2.3 Intentionally left blank.

UNQUOTE

3.3 Seller Representative

Paragraph 1 of Appendix A to Clause 15 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

***

UNQUOTE

4. CLAUSE 16 – TRAINING SUPPORT AND SERVICES

Clause 16 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

16 - TRAINING SUPPORT AND SERVICES

16.1 General

16.1.1 This Clause 16 sets forth the terms and conditions for the supply of training support and services for the Buyer's personnel to support the Aircraft operation.

16.1.2 The range, quantity and validity of training to be provided *** under this Agreement are covered in Appendix A to this Clause 16.

16.1.3 Scheduling of training courses covered in Appendix A shall be mutually agreed during a training conference (the "**Training Conference**") that shall be ***.

16.2 Training Location

16.2.1 The Seller shall provide training at its training center in Blagnac, France, and/or in Hamburg, Germany, or shall designate an affiliated training center in Miami, U.S.A., or Beijing, China (each a "**Seller's Training Center**").

16.2.2 If the unavailability of facilities or scheduling difficulties make training by the Seller at any Seller's Training Center impractical, the Seller shall ensure that the Buyer is provided with such training at another location designated by the Seller.

16.2.3 Upon the Buyer's request, the Seller may also provide certain training at a location other than the Seller's Training Centers, including one of the Buyer's bases, if and when practicable for the Seller, under terms and conditions to be mutually agreed upon. In such event, all additional *** charges listed in Clauses 16.5.2 and 16.5.3 shall be borne by the Buyer.

16.2.4 If the Buyer requests training at a location as indicated in Clause 16.2.3 and requires such training to be an Airbus approved course, the Buyer undertakes that the training facilities shall be approved prior to the performance of such training. The Buyer shall, as necessary and in due time prior to the performance of such training, provide access to the training facilities set forth in Clause 16.2.3 to the Seller's and the competent Aviation Authority's representatives for approval of such facilities.

16.3 Training Courses

16.3.1 Training courses shall be as described in the Seller's customer services catalog (the "**Seller's Customer Services Catalog**"). The Seller's Customer Services Catalog also sets forth the minimum and maximum number of trainees per course. ***.

All training requests or training course changes made outside of the Training Conference shall be submitted by the Buyer with a minimum of *** prior notice.

16.3.2 The following terms and conditions shall apply to training performed by the Seller:

(i) Training courses shall be the Seller's standard courses as described in the Seller's Customer Services Catalog valid at the time of execution of the course. The Seller shall be responsible for all training course syllabi, training aids and training equipment necessary for the organization of the training courses; for the purpose of performing training, such training equipment does not include aircraft.

(ii) The training equipment and the training curricula used for the training of flight, cabin and maintenance personnel shall not be fully customized but shall be configured in order to obtain the relevant Aviation Authority's approval and to support the Seller's training programs.

(iii) Training data and documentation for trainees receiving the training at the Seller's Training Centers shall be provided ***. Training data and documentation shall be marked "FOR TRAINING ONLY" and as such are supplied for the sole and express purpose of training; revisions of training data and documentation shall not be provided by the Seller.

16.3.3 When the Seller's training courses are provided by the Seller's instructors (each an "**Instructor**") the Seller shall deliver a Certificate of Recognition or a Certificate of Course Completion (each a "**Certificate**") or an attestation (an "**Attestation**"), as applicable, at the end of any such training course. Any such Certificate or Attestation shall not represent authority or qualification by any Aviation Authority but may be presented to such Aviation Authority in order to obtain relevant formal qualification.

In the event of training courses being provided by a training provider selected by the Seller as set forth in Clause 16.2.2, the Seller shall cause such training provider to deliver a Certificate or Attestation, which shall not represent authority or qualification by any Aviation Authority, but may be presented to such Aviation Authority in order to obtain relevant formal qualification.

16.3.4 Should the Buyer wish to ***

16.3.5 Should the Buyer use none or only part of the training to be provided pursuant to this Clause 16, no compensation or credit of any nature shall be provided.

16.3.6 Should the Buyer decide to cancel or reschedule, fully or partially, and irrespective of the location of the training, a training course, a minimum advance notification of *** prior to the relevant training course start date is required.

16.3.7 If the notification occurs *** prior to such training, *** shall be, as applicable, either deducted from the training allowance defined in Appendix A or invoiced at the Seller's then applicable price, ***.

16.3.8 If the notification occurs *** prior to such training, *** shall be, as applicable, either deducted from the training allowance defined in Appendix A to this Clause 16 or invoiced at the Seller's then applicable price, ***.

***

16.4 Prerequisites and Conditions

16.4.1 Training shall be conducted in English and all training aids used during such training shall be written in English using common aeronautical terminology.

16.4.2 The Buyer hereby acknowledges that all training courses conducted pursuant to this Clause 16 are "Standard Transition Training Courses" and not "Ab Initio Training Courses".

16.4.3 Trainees shall have the prerequisite knowledge and experience specified for each course in the Seller's Customer Services Catalog.

16.4.4.1 The Buyer shall be responsible for the selection of the trainees and for any liability with respect to the entry knowledge level of the trainees.

16.4.4.2 The Seller reserves the right to verify the trainees' proficiency and previous professional experience.

16.4.4.3 The Seller shall provide to the Buyer during the Training Conference an "**Airbus Pre-Training Survey**" for completion by the Buyer for each trainee.

The Buyer shall provide the Seller with an attendance list of the trainees for each course, with the validated qualification of each trainee, at the time of reservation of the training course and in no event any later than *** before the start of the training course. The Buyer shall return concurrently thereto the completed Airbus Pre-Training Survey, detailing the trainees' associated background. If the Seller determines through the Airbus Pre-Training Survey that a trainee does not match the prerequisites set forth in the Seller's Customer Services Catalog, following consultation with the Buyer, such trainee shall be withdrawn from the program or directed through a relevant entry level training (ELT) program, which shall be at the Buyer's expense. ***

16.4.4.4 If the Seller reasonably determines at any time during the training that a trainee lacks the required qualifications, following consultation with the Buyer, such trainee shall be withdrawn from the program. Upon the Buyer's request, the Seller will recommend specific additional training, which shall be at the Buyer's expense.

16.4.5 The Seller shall in no case warrant or otherwise be held liable for any trainee's performance as a result of any training provided.

16.5 Logistics

16.5.1 Trainees

16.5.1.1 Living and travel expenses for the Buyer's trainees shall be ***.

16.5.1.2 It will be the responsibility of the Buyer to make all necessary arrangements relative to authorizations, permits and/or visas necessary for the Buyer's trainees to attend the training courses to be provided hereunder. Rescheduling or cancellation of courses due to the Buyer's failure to obtain any such authorizations, permits and/or visas shall be subject to the provisions of Clauses 16.3.5.1 through 16.3.5.3.

16.5.2 Training at External Location - Seller's Instructors

16.5.2.1 If, training is provided at the Seller's request at any location other than the Seller's Training Centers, as provided for in Clause 16.2.2, the expenses of the Seller's Instructors will be borne directly by the Seller.

16.5.2.2 If, at the Buyer's request, training is provided by the Seller's Instructor(s) at any location other than the Seller's Training Centers, the Buyer *** related to the assignment of such Seller Instructors and the performance of their duties as aforesaid.

16.5.2.3 Living Expenses

Except as provided for in Clause 16.5.2.1 above, the ***

16.5.2.4 Air Travel

Except as provided for in Clause 16.5.2.1 above, the Buyer *** to and from the Buyer's designated training site and the Seller's Training Centers.

16.5.2.5 ***

16.5.3 Training Material and Equipment Availability - Training at External Location

Training material and equipment necessary for course performance at any location other than the Seller's Training Centers or the facilities of a training provider selected by the Seller shall be provided by the Buyer at its own cost in accordance with the Seller's specifications.

Notwithstanding the foregoing, should the Buyer request the performance of a course at another location as per Clause 16.2.3.1, the Seller may, upon the Buyer's request, provide the training material and equipment necessary for such course's performance. Such provision shall be at the Buyer's expense.

16.6 Flight Operations Training

The Seller shall provide training for the Buyer's flight operations personnel as further detailed in Appendix A to this Clause 16, including the courses described in this Clause 16.6. ***

16.6.1 Flight Crew Training Course

The Seller shall perform a flight crew training course program for the Buyer's flight crews, each of which shall consist of two (2) crew members, who shall be either captain(s) or first officer(s).

16.6.2 Base Flight Training

16.6.2.1 The Buyer shall provide at its own cost its delivered Aircraft, or any other aircraft it operates, for any base flight training, which shall consist of *** per pilot, performed in accordance with the related Airbus training course definition (the "**Base Flight Training**").

16.6.2.2 Should it be necessary to ferry the Buyer's delivered Aircraft to the location where the Base Flight Training shall take place, the additional flight time required for the ferry flight to and/or from the Base Flight Training field shall not be deducted from the Base Flight Training time.

16.6.2.3 If the Base Flight Training is performed outside of the zone where the Seller usually performs such training, the ferry flight to the location where the Base Flight Training shall take place shall be performed by a crew composed of the Seller's and/or the Buyer's qualified pilots, in accordance with the relevant Aviation Authority's regulations related to the place of performance of the Base Flight Training.

16.6.3 Flight Crew Line Initial Operating Experience

In order to assist the Buyer with initial operating experience after Delivery of the first Aircraft, the Seller shall provide to the Buyer pilot Instructor(s) as set forth in Appendix A to this Clause 16.

Should the Buyer request, subject to the Seller's consent, such Seller pilot Instructors to perform any other flight support during the flight crew line initial operating period, such as but not limited to line assistance, demonstration flight(s), ferry flight(s) or any flight(s) required by the Buyer during the period of entry into service of the Aircraft, it is understood that such flight(s) shall be deducted from the flight crew line initial operating experience allowance set forth in Appendix A to this Clause 16.

It is hereby understood by the Parties that the Seller's pilot Instructors shall only perform the above flight support services to the extent they bear the relevant qualifications to do so.

16.6.4 Type Specific Cabin Crew Training Course

The Seller shall provide type specific training for cabin crews, at one of the locations defined in Clause 16.2.1.

If the Buyer's Aircraft is to incorporate special features, the type specific cabin crew training course shall be performed no earlier than ***.

16.6.5 Training on Aircraft

During any and all flights performed in accordance with this Clause 16.6, the Buyer shall bear full responsibility for the aircraft upon which the flight is performed, including but not limited to any required maintenance, all expenses such as fuel, oil or landing fees and the provision of insurance in line with Clause 16.13.

The Buyer shall assist the Seller, if necessary, in obtaining the validation of the licenses of the Seller's pilots performing Base Flight Training or initial operating experience by the Aviation Authority of the place of registration of the Aircraft.

16.7 Performance / Operations Courses

The Seller shall provide performance/operations training for the Buyer's personnel as defined in Appendix A to this Clause 16.

The available courses shall be listed in the Seller's Customer Services Catalog current at the time of the course.

16.8 Maintenance Training

16.8.1 The Seller shall provide maintenance training for the Buyer's ground personnel as further set forth in Appendix A to this Clause 16.

The available courses shall be as listed in the Seller's Customer Services Catalog current at the time of the course. ***

The practical training provided in the frame of maintenance training shall be performed on the training devices in use in

the Seller's Training Centers.

16.8.2 Practical Training on Aircraft

Notwithstanding Clause 16.8.1 above, upon the Buyer's request, the Seller may provide Instructors for the performance of practical training on aircraft ("**Practical Training**").

Irrespective of the location at which the training takes place, the Buyer shall provide at its own cost an aircraft for the performance of the Practical Training.

Should the Buyer require the Seller's Instructors to provide Practical Training at facilities selected by the Buyer, such training shall be subject to prior approval of the facilities by the Seller. All costs related to such Practical Training, including but not limited to the Seller's approval of the facilities, ***.

The provision of a Seller Instructor for the Practical Training shall be deducted from the trainee days allowance defined in Appendix A to this Clause 16, subject to the conditions detailed in Paragraph 3.3.4 thereof.

16.9 Supplier and Propulsion Systems Manufacturer Training

Upon the Buyer's request, the Seller shall provide to the Buyer the list of the maintenance and overhaul training courses provided by major Suppliers and the Propulsion Systems Manufacturer on their respective products.

16.10 Proprietary Rights

All proprietary rights, including but not limited to patent, design and copyrights, relating to the Seller's training data and documentation shall remain with the Seller and/or its Affiliates and/or its Suppliers, as the case may be.

These proprietary rights shall also apply to any translation into a language or languages or media that may have been performed or caused to be performed by the Buyer.

16.11 Use of Training Materials

***

APPENDIX "A" TO CLAUSE 16

TRAINING ALLOWANCE

All quantities indicated below are the total quantities granted for the whole of the Buyer's fleet of Aircraft firmly ordered, unless otherwise specified and save for any allowances already used by the Buyer in respect of the Aircraft, as of the date hereof.

The contractual training courses defined in this Appendix A shall be provided ***.

Except with respect to EIS Training (defined below), flight operations training courses granted per firmly ordered Aircraft in this Appendix A shall be provided by the Seller ***

Any deviation to said training delivery schedule will be agreed between the Buyer and the Seller.

1. FLIGHT OPERATIONS TRAINING

1.1 Flight Crew Training (standard transition course)

The Seller shall provide flight crew training (standard transition course) *** for *** of the Buyer's flight crews for each of the forty-five (45) Aircraft firmly ordered under the Agreement, and delivered thereunder.

1.2 Extended Range For Twin Engine Aircraft Operations (ETOPS) Training

The Seller shall provide *** ETOPS training for *** of the Buyer's flight crews for each of the forty-five (45) Aircraft firmly ordered under the Agreement, and delivered thereunder.

1.3 Low Visibility Operations Training

The Seller shall provide *** Low Visibility Operations Training for *** of the Buyer's flight crews for each of the forty-five (45) Aircraft firmly ordered under the Agreement, and delivered thereunder.

1.4 Flight Crew Line Initial Operating Experience

The Seller shall provide to the Buyer pilot Instructor(s) *** for a period of ***.

Unless otherwise agreed during the Training Conference, in order to follow the Aircraft Delivery schedule, the maximum number of pilot Instructors present at any one time shall be limited to *** pilot Instructors.

1.5 Type Specific Cabin Crew Training Course

The Seller shall provide to the Buyer *** type specific training for cabin crews for *** of the Buyer's cabin crew instructors, pursers or cabin attendants.

1.6 Airbus Pilot Instructor Course (APIC)

The Seller shall provide to the Buyer transition Airbus Pilot Instructor Course(s) (APIC), for flight and synthetic instruction, *** for *** of the Buyer's flight instructors. APIC courses shall be performed in groups of *** trainees.

2. PERFORMANCE / OPERATIONS COURSE(S)

The Seller shall provide to the Buyer *** trainee days of performance / operations training *** for the Buyer's personnel.

3. MAINTENANCE TRAINING

3.1 The Seller shall provide to the Buyer *** trainee days of maintenance training *** for the Buyer's personnel.

3.2 The Seller shall provide to the Buyer *** Engine Run-up courses consisting of up to *** trainees per course.

4. TRAINEE DAYS ACCOUNTING

Trainee days are counted as follows:

4.1 For instruction at the Seller's Training Centers: *** day of instruction for *** trainee equals *** trainee day. The number of trainees originally registered at the beginning of the course shall be counted as the number of trainees to have taken the course.

4.2 For instruction outside of the Seller's Training Centers: *** day of instruction by *** Seller Instructor equals the actual number of trainees attending the course or a ***, except for structure maintenance training course(s).

4.3 For structure maintenance training courses outside the Seller's Training Center(s), *** day of instruction by *** Seller Instructor equals the actual number of trainees attending the course or the *** of trainees as indicated in the Seller's Customer Services Catalog.

4.4 For practical training, whether on training devices or on aircraft, *** day of instruction by *** Seller Instructor equals the actual number of trainees attending the course or ***.

UNQUOTE

5. CLAUSE 17 – EQUIPMENT SUPPLIER PRODUCT SUPPORT

Sub-clause (ii) of Clause 17.1.2 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

(ii) ***

UNQUOTE

6. ***

7. ASSIGNMENT

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 21 of the Agreement.

8. CONFIDENTIALITY

This Letter Agreement is subject to the terms and conditions of Clause 22.10 of the Agreement.

9. COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Kiran Rao

Its: Deputy to COO Customers EVP Product Strategy

Accepted and Agreed

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance, Procurement and Treasurer

LETTER AGREEMENT NO. 6

TO THE AMENDED AND RESTATED
A350-900 PURCHASE AGREEMENT

As of 1 September 2017

UNITED AIRLINES, INC.
233 South Wacker Drive
Chicago, Illinois 60606
USA

Re: SPECIFICATION MATTERS

Dear Ladies and Gentlemen,

UNITED AIRLINES, INC. (the "**Buyer**"), and AIRBUS S.A.S. (the "**Seller**"), have entered into an Amended and Restated A350-900 Purchase Agreement dated as of the date hereof (the "**Agreement**"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 6 (the "**Letter Agreement**") certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

1. SPECIFICATION

Clause 2 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

***

UNQUOTE

2. INTENTIONALLY LEFT BLANK

3. INTENTIONALLY LEFT BLANK

***

8. ASSIGNMENT

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 21 of the Agreement.

9. CONFIDENTIALITY

This Letter Agreement is subject to the terms and conditions of Clause 22.10 of the Agreement.

10. COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Kiran Rao

Its: Deputy to COO Customers EVP Product Strategy

Accepted and Agreed

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance, Procurement and Treasurer

LETTER AGREEMENT NO. 7

TO THE AMENDED AND RESTATED
A350-900 PURCHASE AGREEMENT

As of 1 September 2017

UNITED AIRLINES, INC.
233 South Wacker Drive
Chicago, Illinois 60606
USA

Re: ***

Dear Ladies and Gentlemen,

UNITED AIRLINES, INC. (the "**Buyer**"), and AIRBUS S.A.S. (the "**Seller**"), have entered into an Amended and Restated A350-900 Purchase Agreement dated as of the date hereof (the "**Agreement**"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 7 (the "**Letter Agreement**") certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter

Agreement will have the meanings assigned thereto in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

***

12. CONFIDENTIALITY

13. COUNTERPARTS

***

11. ASSIGNMENT

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 21 of the Agreement.

12. CONFIDENTIALITY

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 22.10 of the Agreement.

13. COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Kiran Rao

Its: Deputy to COO Customers EVP Product Strategy

Accepted and Agreed

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance, Procurement and Treasurer

APPENDIX A TO PART 1 OF LETTER AGREEMENT NO. 7

***

LETTER AGREEMENT NO. 8

TO THE AMENDED AND RESTATED
A350-900 PURCHASE AGREEMENT

As of 1 September 2017

UNITED AIRLINES, INC.
233 South Wacker Drive
Chicago, Illinois 60606
USA

Re: A350-900 ***

Dear Ladies and Gentlemen,

UNITED AIRLINES, INC. (the "**Buyer**"), and AIRBUS S.A.S. (the "**Seller**"), have entered into an Amended and Restated A350-900 Purchase Agreement dated as of the date hereof (the "**Agreement**"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 8 (the "**Letter Agreement**") certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

1. INTRODUCTION

***

3 BUYER'S OBLIGATIONS

3.1 The *** will be contingent upon the fulfilment by the Buyer of the following obligations:

***

Any failure by the Buyer to comply with the obligations set forth in Paragraph 3.1 will result in *** with respect to which such obligations are not met from the ***, for the period of time during which such obligations are not met.

***

6 REMEDIES - RECONCILIATION

***

1. The Buyer and the Seller will jointly investigate the cause(s) *** with the Buyer providing all pertinent information, data and records.

2. Provided that all conditions contained in this Letter Agreement are satisfied, at the end of the Term, the Seller will ***.

3. The Seller will make reasonable efforts to provide ***.

7 TERMINATION

***

8 COST ALLOCATION

***

11 ASSIGNMENT

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 21 of the Agreement.

12 CONFIDENTIALITY

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 22.10 of the Agreement.

13 COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Kiran Rao

Its: Deputy to COO Customers EVP Product Strategy

Accepted and Agreed

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance, Procurement and Treasurer

APPENDIX A – A350-900XWB DELIVERY SCHEDULE

Aircraft 1	*** 2022
Aircraft 2	***
Aircraft 3	***
Aircraft 4	***
Aircraft 5	***
Aircraft 6	***
Aircraft 7	***
Aircraft 8	***
Aircraft 9	***
Aircraft 10	***
Aircraft 11	***
Aircraft 12	***
Aircraft 13	***
Aircraft 14	***
Aircraft 15	***
Aircraft 16	***
Aircraft 17	***
Aircraft 18	***
Aircraft 19	***
Aircraft 20	***
Aircraft 21	***
Aircraft 22	***
Aircraft 23	***
Aircraft 24	***
Aircraft 25	***
Aircraft 26	***
Aircraft 27	***
Aircraft 28	***
Aircraft 29	***
Aircraft 30	***
Aircraft 31	***
Aircraft 32	***
Aircraft 33	***
Aircraft 34	***
Aircraft 35	***
Aircraft 36	***
Aircraft 37	***
Aircraft 38	***
Aircraft 39	***
Aircraft 40	***
Aircraft 41	***
Aircraft 42	***

Aircraft 43	***
Aircraft 44	***
Aircraft 45	*** 2027

APPENDIX B – AIRFRAME MAINTENANCE PRACTICES

***

LETTER AGREEMENT NO. 9

TO THE AMENDED AND RESTATED
A350-900 PURCHASE AGREEMENT

As of 1 September 2017

UNITED AIRLINES, INC.
233 South Wacker Drive
Chicago, Illinois 60606
USA

Re: MISCELLANEOUS MATTERS

Dear Ladies and Gentlemen,

UNITED AIRLINES, INC. (the "**Buyer**"), and AIRBUS S.A.S. (the "**Seller**"), have entered into an Amended and Restated A350-900 Purchase Agreement dated as of the date hereof (the "**Agreement**"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 9 (the "**Letter Agreement**") certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter

Agreement will have the meanings assigned thereto in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

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0. GENERAL

0.1 Definitions

Clause 0 of the Agreement is amended to add the following quoted text:

QUOTE

***

UNQUOTE

0.2 General Statement

***

1. CLAUSE 6 – MANUFACTURE PROCEDURE – INSPECTION

Clause 6.3 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

6.3 Seller's Service for Buyer's Inspector(s)

***

UNQUOTE

2. CLAUSE 7 – CERTIFICATION

Clause 7 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

7. CERTIFICATION

Except as set forth in this Clause 7, the Seller will not be required to obtain any certificate or approval with respect to the Aircraft.

7.1 Type Certification

The Aircraft have been type certificated under EASA procedures for joint certification in the transport category. The Seller will obtain or cause to be obtained an FAA type certificate (the "**Type Certificate**") to allow the issuance of the Export Certificate of Airworthiness.

7.2 Export Certificate of Airworthiness

Subject to the provisions of Clause 7.3, the Aircraft will be delivered to the Buyer with an Export Certificate of Airworthiness issued by the DGAC if Delivery occurs in Toulouse, France and in a condition enabling the Buyer (or an eligible person under then applicable law) to obtain at the time of Delivery a Standard Airworthiness Certificate issued pursuant to Part 21 of the US Federal Aviation Regulations and a Certificate of Sanitary Construction issued by the U.S. Public Health Service of the Food and Drug Administration. However, the Seller will have no obligation to make and will not be responsible for any costs of alterations or modifications to such Aircraft to enable such Aircraft to meet FAA or U.S. Department of Transportation requirements for specific operation on the Buyer's routes, whether before, at or after Delivery of any Aircraft.

If the FAA requires additional or modified data before the issuance of the Export Certificate of Airworthiness, the Seller will provide such data or implement the required modification to the data, in either case, ***.

7.3 Specification Changes before Aircraft Ready for Delivery

7.3.1 If, any time before the date on which the Aircraft is Ready for Delivery, any law, rule or regulation is enacted, promulgated, becomes effective and/or an interpretation of any law, rule or regulation is issued by the EASA that requires any change to the Specification for the purposes of obtaining the Export Certificate of Airworthiness or the Standard Airworthiness Certificate referred to in 7.2 above (a "**Change in Law**"), the Seller will make the required modification and the parties hereto will sign an SCN.

7.3.2 The Seller will as far as practicable, but at its sole discretion and without prejudice to Clause 7.3.3(ii), take into account the information available to it concerning any proposed law, rule or regulation or interpretation that could become a Change in Law, in order to minimize the costs of changes to the Specification as a result of such proposed law, regulation or interpretation becoming effective before the applicable Aircraft is Ready for Delivery.

7.3.3 The cost of implementing the required modifications referred to in Clause 7.3.1 will be:

***

7.3.4 Notwithstanding the provisions of Clause 7.3.3, if a Change in Law relates to an item of BFE or to the Propulsion Systems the costs related thereto will be borne in accordance with such arrangements as may be made separately between the Buyer and the manufacturer of the BFE or the Propulsion Systems, as applicable, and the Seller will have no obligation with respect thereto.

7.4 Specification Changes after Aircraft Ready For Delivery

Nothing in Clause 7.3 will require the Seller to make any changes or modifications to, or to make any payments or take any other action with respect to, any Aircraft that is Ready for Delivery before the compliance date of any law or regulation referred to in Clause 7.3. Any such changes or modifications made to an Aircraft after it is Ready for Delivery will be at the ***.

UNQUOTE

3. CLAUSE 8 – TECHNICAL ACCEPTANCE

Clause 8 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

8 - TECHNICAL ACCEPTANCE

8.1 Technical Acceptance Process

8.1.1 Prior to Delivery, the Aircraft will undergo a technical acceptance process developed by the Seller (the "**Technical Acceptance Process**"). Completion of the Technical Acceptance Process will demonstrate the satisfactory functioning of the Aircraft and will be deemed to demonstrate compliance with the Specification. The Seller will without hindrance from the Buyer be entitled to carry out any necessary changes and, as soon as practicable thereafter, resubmit the Aircraft to such further Technical Acceptance Process as is necessary to demonstrate the elimination of any non-compliance. ***

8.1.2 The Technical Acceptance Process will:

(i) commence on a date notified by the Seller to the Buyer by no less than ***,

(ii) take place at the Delivery Location,

(iii) be carried out by the personnel of the Seller, and

(iv) include a technical acceptance flight (the "Technical Acceptance Flight") that will not exceed ***.

8.2 Buyer's Attendance

8.2.1 The Buyer is entitled to attend the Technical Acceptance Process.

8.2.2 If the Buyer elects to attend the Technical Acceptance Process, the Buyer:

(i) will comply with the reasonable requirements of the Seller, with the intention of completing the Technical Acceptance Process within ***, and

(ii) may have a maximum of *** of its representatives (no more than *** of whom will have access to the cockpit at any one time) accompany the Seller's representatives on the Technical Acceptance Flight, during which the Buyer's representatives will comply with the instructions of the Seller's representatives.

8.2.3 If the Buyer, ***, does not attend or if the Buyer fails to cooperate in the Technical Acceptance Process, the Seller will be entitled to complete the Technical Acceptance Process and the Buyer will be deemed to have accepted that the Technical Acceptance Process has been completed, in all respects ***.

8.3 Certificate of Acceptance

Upon successful completion of the Technical Acceptance Process, the Buyer will, on or before the Delivery Date, sign and deliver to the Seller a certificate of acceptance in respect of the Aircraft in the form of Exhibit D (the **"Certificate of Acceptance**"). ***

8.4 Finality of Acceptance

The Buyer's signature of the Certificate of Acceptance for the Aircraft, ***, will constitute waiver by the Buyer of any right it may have, under the Uniform Commercial Code as adopted by the State of New York or otherwise, to revoke acceptance of the Aircraft for any reason, whether known or unknown to the Buyer at the time of acceptance.

8.5 Aircraft Utilization

The Seller will, without payment or other liability, be entitled to use the Aircraft before Delivery ***. Such use will not limit the Buyer's obligation to accept Delivery hereunder.

***

UNQUOTE

4. CLAUSE 9 – DELIVERY

Clause 9.3 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

9.3 Flyaway

9.3.1 The Buyer and the Seller will cooperate to obtain any licenses that may be required by the Aviation Authority of the Delivery Location for the purpose of exporting the Aircraft, ***.

9.3.2 All expenses of, or connected with, flying the Aircraft from the Delivery Location after Delivery will be borne by the Buyer. The *** Buyer to make arrangements with the supplying companies for the fuel and oil required for all post-Delivery flights.

UNQUOTE

5. CLAUSE 10 – EXCUSABLE DELAY

Clause 10 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

10. EXCUSABLE DELAY AND TOTAL LOSS

10.1 Scope of Excusable Delay

Neither the Seller nor any Affiliate of the Seller, will be responsible for or be deemed to be in default on account of delays in delivery of the Aircraft or failure to deliver or otherwise in the performance of this Agreement or any part hereof due to causes beyond the Seller's, or any Affiliate's control or not occasioned by the Seller's, fault or negligence ("**Excusable Delay**"), including, but not limited to: (i) acts of God or the public enemy, natural disasters, fires, floods, storms beyond ordinary strength, explosions or earthquakes; epidemics or quarantine restrictions; serious accidents; any law, decision, regulation, directive or other act (whether or not having the force of law) of any government or of the Council of the European Community or the Commission of the European Community or of any national, Federal, State, municipal or other governmental department, commission, board, bureau, agency, court or instrumentality, domestic or foreign; governmental priorities, regulations or orders affecting allocation of materials, facilities or a completed Aircraft; war, civil war or warlike operations, terrorism, insurrection or riots; failure of transportation; strikes or labor troubles causing cessation, slow down or interruption of work; delay in obtaining any airworthiness or type certification, ***; inability after due and timely diligence to procure materials, accessories, equipment or parts; failure of a subcontractor or Supplier to furnish materials, components, accessories, equipment or parts, ***, (ii) any delay caused directly by the action or inaction of the Buyer; and (iii) delay in delivery or otherwise in the performance of this Agreement by the Seller due in whole or in part to any delay in or failure of the delivery of, or any other event or circumstance relating to, the Propulsion Systems or Buyer Furnished Equipment.

10.2 Consequences of Excusable Delay

10.2.1 If an Excusable Delay occurs the Seller will:

(i) notify the Buyer of such Excusable Delay as soon as practicable after becoming aware of the same;

(ii) not be deemed to be in default in the performance of its obligations hereunder as a result of such Excusable Delay;

(iii) not be responsible for any damages arising from or in connection with such Excusable Delay suffered or incurred by the Buyer;

(iv) as soon as practicable after the removal of the cause of such Excusable Delay resume performance of its obligations under this Agreement and in particular will notify the Buyer of the revised Scheduled Delivery Month.

10.3 Termination on Excusable Delay

10.3.1 ***

10.3.2 If the Seller advises the Buyer in its notice of a revised Scheduled Delivery Month pursuant to Clause 10.2.1(iv) that there will be a delay in Delivery of an Aircraft of more than ***.

If this Agreement ***. The Seller will notify the Buyer of the new Scheduled Delivery Month after *** referred to in Clause 10.3.1 or 10.3.2, and this new Scheduled Delivery Month will be deemed to be an amendment to the applicable Scheduled Delivery Month in Clause 9.1.1.

10.4 Total Loss, Destruction or Damage

If, prior to Delivery, ***, any Aircraft is lost, destroyed or in the reasonable opinion of the Seller is damaged beyond economic repair ("Total Loss"), the Seller will notify the Buyer to this ***. The Seller will include in said notification (or as soon after the issue of the notice as such information becomes available to the Seller) the earliest date consistent with the Seller's other commitments and production capabilities that an aircraft to replace the Aircraft may be delivered to the Buyer and the Scheduled Delivery Month will be extended as specified in the Seller's notice to accommodate the delivery of the replacement aircraft; provided, however, that if the Scheduled Delivery Month is ***:

(i) the Buyer notifies the Seller ***; and

(ii) the parties execute an amendment to this Agreement recording the change in the Scheduled Delivery Month.

Nothing herein will require the Seller to manufacture and deliver a replacement aircraft if such manufacture would require the reactivation of its production line for the model or series of aircraft that includes the Aircraft.

10.5 Termination Rights Exclusive

***, such termination will discharge all obligations and liabilities of the parties hereunder with respect to such affected Aircraft and undelivered material, services, data or other items applicable thereto and to be furnished under the Agreement.

10.6 Remedies

THIS CLAUSE 10 SETS FORTH THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER FOR DELAYS IN DELIVERY OR FAILURE TO DELIVER, OTHER THAN SUCH DELAYS AS ARE COVERED BY CLAUSE 11, AND THE BUYER HEREBY WAIVES ALL RIGHTS TO WHICH IT WOULD OTHERWISE BE ENTITLED IN RESPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY RIGHTS TO INCIDENTAL AND CONSEQUENTIAL DAMAGES OR SPECIFIC PERFORMANCE. THE BUYER WILL NOT BE ENTITLED TO CLAIM THE REMEDIES AND RECEIVE THE BENEFITS PROVIDED IN THIS CLAUSE 10 WHERE THE DELAY REFERRED TO IN THIS CLAUSE 10 IS CAUSED BY THE NEGLIGENCE OR FAULT OF THE BUYER OR ITS REPRESENTATIVES.

UNQUOTE

6. CLAUSE 11 – INEXCUSABLE DELAY AND TOTAL LOSS

Clause 11 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

11. INEXCUSABLE DELAY AND TOTAL LOSS

11.1 Liquidated Damages

Should an Aircraft not be Ready for Delivery *** may be changed pursuant to Clauses 2, 7 or 10) (the **"Delivery Period**") and such delay is not as a result of an Excusable Delay or Total Loss as defined in Clause 10.4, then such delay will be termed an **"Inexcusable Delay**." ***, for each day of delay in the Delivery starting on the date which is *** after the last day of the Scheduled Delivery Month.

In no event will the total amount of liquidated damages ***.

If at any time after the date which is ***.

In no event will the total amount of liquidated damages ***.

11.2 ***

11.3 Renegotiation

If, as a result of an Inexcusable Delay, the Delivery does not occur within six (6) months after the last day of the Delivery Period the Buyer will have the right, exercisable by written notice to the Seller given between ***, to require from the Seller a renegotiation of the Scheduled Delivery Month for the affected Aircraft. Unless otherwise agreed between the Seller and the Buyer during such renegotiation, the said renegotiation will not prejudice the Buyer's right to receive liquidated damages in accordance with Clause 11.1.

11.4 Termination

If, as a result of *** Inexcusable Delays, the Delivery does not occur within an *** and the parties have not renegotiated the Scheduled Delivery Month pursuant to Clause 11.3, then both parties will have the right exercisable by written notice to the other party, given between ***.

11.5 Remedies

THIS CLAUSE 11 SETS FORTH THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER FOR DELAYS IN DELIVERY OR FAILURE TO DELIVER, OTHER THAN SUCH DELAYS AS ARE COVERED BY CLAUSE 10, AND THE BUYER HEREBY WAIVES ALL RIGHTS TO WHICH IT WOULD OTHERWISE BE ENTITLED IN RESPECT THEREOF, INCLUDING WITHOUT LIMITATION ANY RIGHTS TO INCIDENTAL AND CONSEQUENTIAL DAMAGES OR SPECIFIC PERFORMANCE. THE BUYER WILL NOT BE ENTITLED TO CLAIM THE REMEDIES AND RECEIVE THE BENEFITS PROVIDED IN THIS CLAUSE 11 WHERE THE DELAY REFERRED TO IN THIS CLAUSE 11 IS CAUSED BY THE NEGLIGENCE OR FAULT OF THE BUYER OR ITS REPRESENTATIVES.

UNQUOTE

7. CLAUSE 13 – PATENT AND COPYRIGHT INDEMNITY

Clause 13 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

13 - PATENT AND COPYRIGHT INDEMNITY

13.1 Indemnities at Delivery

13.1.1 Subject to the provisions of Clause 13.3.3, the Seller will indemnify the Buyer from and against any damages, costs and expenses (including reasonable attorneys' fees but excluding damages, costs, expenses, loss of profits and other liabilities in respect of or resulting from loss of use of the Aircraft) resulting from any infringement or claim of infringement by the Airframe or any part or software installed therein at Delivery of:

(i) any British, French, German, Spanish or U.S. patent; and

(ii) any patent issued under the laws of any other country in which the Buyer may lawfully operate the Aircraft, provided that from the time of design of such Airframe or any part or software installed therein at Delivery and until infringement claims are resolved, the country of the patent and the flag country of the Aircraft are both parties to:

(1) the Chicago Convention on International Civil Aviation of December 7, 1944, and are each fully entitled to all benefits of Article 27 thereof, or,

(2) the International Convention for the Protection of Industrial Property of March 20, 1883 (the "Paris Convention"); and

(iii) in respect of computer software installed on the Aircraft, any copyright, provided that the Seller's obligation to indemnify will be limited to infringements in countries which, at the time of design versus infringement claim are members of The Berne Union and recognize computer software as a "work" under the Berne Convention.

13.1.2 Clause 13.1.1 will not apply to:

(i) Buyer Furnished Equipment;

(ii) the Propulsion Systems;

(iii) Supplier Parts, ***; or

(iv) software not developed by the Seller.

13.1.3 If the Buyer, due to circumstances contemplated in Clause 13.1.1, is prevented from using the Aircraft (whether by a valid judgment of a court of competent jurisdiction or by a settlement arrived at among the claimant, the Seller and the Buyer), the Seller will *** at its expense either:

(i) procure for the Buyer the right to use the affected Airframe, part or software free of charge; or

(ii) replace the infringing part or software with a non-infringing substitute ***.

13.2 ***

13.3 Administration of Patent and Copyright Indemnity Claims

13.3.1 If the Buyer receives a written claim or a suit is threatened or begun against the Buyer for infringement of a patent or copyright referred to in Clause 13.1, the Buyer will

(i) forthwith notify the Seller, giving particulars thereof;

(ii) furnish to the Seller all data, papers and records within the Buyer's control or possession relating to such patent or claim;

(iii) refrain from admitting any liability or making any payment, or assuming any expenses, damages, costs or royalties, or otherwise acting in a manner prejudicial to the defense or denial of the suit or claim, it being agreed that nothing in this Clause 13.2.1(iii) will prevent the Buyer from paying the sums that may be required to obtain the release of the Aircraft, provided that payment is accompanied by a denial of liability and is made without prejudice;

(iv) ***, fully cooperate with, and render all assistance to, the Seller as may be pertinent to the defense or denial of the suit or claim; and

(v) act to *** mitigate damages and/or to reduce the amount of royalties that may be payable, and minimize costs and expenses.

13.3.2 The Seller will be entitled either in its own name or on behalf of the Buyer to conduct negotiations with the party or parties alleging infringement and may assume and conduct the defense or settlement of any suit or claim in the manner that, in the Seller's opinion, it deems proper, ***.

13.3.3 The Seller's liability hereunder will be conditioned on the strict and timely compliance by the Buyer with the terms of this Clause 13 and is in lieu of any other liability to the Buyer, whether express or implied, which the Seller might incur at law as a result of any infringement or claim of infringement of any patent or copyright.

13.4 ***

13.5 THE INDEMNITY PROVIDED IN THIS CLAUSE 13 AND THE OBLIGATIONS AND LIABILITIES OF THE SELLER UNDER THIS CLAUSE 13 ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND THE BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER INDEMNITIES, WARRANTIES, OBLIGATIONS, GUARANTEES AND LIABILITIES ON THE PART OF THE SELLER AND RIGHTS, CLAIMS AND REMEDIES OF THE BUYER AGAINST THE SELLER, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY ARISING FROM OR WITH RESPECT TO LOSS OF USE OR REVENUE OR CONSEQUENTIAL DAMAGES), WITH RESPECT TO ANY ACTUAL OR ALLEGED PATENT INFRINGEMENT OR THE LIKE BY

ANY AIRFRAME, PART OR SOFTWARE INSTALLED THEREIN AT DELIVERY, OR BY ANY TECHNICAL DATA, SUPPLIER PART OR TRAINING MATERIAL, OR THE USE OR SALE THEREOF, PROVIDED THAT, IN THE EVENT THAT ANY OF THE AFORESAID PROVISIONS SHOULD FOR ANY REASON BE HELD UNLAWFUL OR OTHERWISE INEFFECTIVE, THE REMAINDER OF THIS CLAUSE WILL REMAIN IN FULL FORCE AND EFFECT. THIS INDEMNITY AGAINST PATENT AND COPYRIGHT INFRINGEMENTS WILL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY THE SELLER AND THE BUYER.

UNQUOTE

8. CLAUSE 18 – BUYER FURNISHED EQUIPMENT

8.1 INTENTIONALLY LEFT BLANK

8.2 Clause 18.3.2 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

18.3.2 In addition, in the event of any delay or failure mentioned in 18.3.1 above, the Seller, ***:

(i) ***; or

(ii) if the BFE is delayed by more than *** beyond, or is not approved within *** of the dates specified in Clause 18.1.2.2, ***.

UNQUOTE

8.3 Clause 18.5.5 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

18.5.5 ***.

UNQUOTE

9. CLAUSE 19 – INDEMNITIES AND INSURANCE

9.1 Clause 19.3 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

19 - INDEMNITIES AND INSURANCE

The Seller and the Buyer will each be liable for Losses (as defined below) arising from the acts or omissions of their respective directors, officers, agents or employees occurring during or incidental to such party's exercise of its rights and performance of its obligations under this Agreement, except as provided in Clauses 19.1 and 19.2.

19.1 Seller's Indemnities

The Seller will, except in the case of gross negligence or willful misconduct of the Buyer, its directors, officers, agents and/or employees, be solely liable for and will indemnify and hold the Buyer, its Affiliates and each of their respective directors, officers, agents, employees and insurers harmless against all losses, liabilities, claims, damages, costs and expenses, including court costs and reasonable attorneys' fees ("**Losses**"), arising from:

(a) claims for injuries to, or death of, the Seller's directors, officers, agents or employees, or loss of, or damage to, property of the Seller or its employees when such Losses occur during or are incidental to either party's exercise of any right or performance of any obligation under this Agreement, and

(b) claims for injuries to, or death of, third parties, or loss of, or damage to, property of third parties, occurring during or incidental to the Technical Acceptance Flights.

19.2 Buyer's Indemnities

The Buyer will, except in the case of gross negligence or willful misconduct of the Seller, its directors, officers, agents and/or employees, be solely liable for and will indemnify and hold the Seller, its Affiliates, its subcontractors, and each of their respective directors, officers, agents, employees and insurers, harmless against all Losses arising from:

(a) claims for injuries to, or death of, the Buyer's directors, officers, agents or employees, or loss of, or damage to, property of the Buyer or its employees, when such Losses occur during or are incidental to either party's exercise of any right or performance of any obligation under this Agreement, and

(b) claims for injuries to, or death of, third parties, or loss of, or damage to, property of third parties, occurring during or incidental to (i) the provision of Seller Representatives services under Clause 15, or (ii) ***, or (iii) the provision of Aircraft Training Services to the Buyer.

19.3 Notice and Defense of Claims

If any claim is made or suit is brought against a party or entity entitled to indemnification under this Clause 19 (the "**Indemnitee**") for damages for which liability has been assumed by the other party under this Clause 19 (the "**Indemnitor**"), the Indemnitee will promptly give notice to the Indemnitor and the Indemnitor (unless otherwise requested by the Indemnitee) will assume and conduct the defense, or settlement, of such claim or suit, as the Indemnitor will deem prudent, ***. Notice of the claim or suit will be accompanied by all information pertinent to the matter as is reasonably available to the Indemnitee and will be followed by such cooperation by the Indemnitee as the Indemnitor or its counsel may reasonably request, at the expense of the Indemnitor.

If the Indemnitor fails or refuses to assume the defense of any claim or suit notified to it under this Clause 19, the Indemnitee will have the right to proceed with the defense or settlement of the claim or suit as it deems prudent and will have a claim against the Indemnitor for any judgments, settlements, costs or expenses, including reasonable attorneys' fees. Further, in such event, the Indemnitor will be deemed to have waived any objection or defense to the Indemnitee's claim based on the reasonableness of any settlement.

19.4 Insurance

For all Aircraft Training Services, to the extent of the Buyer's undertaking set forth in Clause 19.2, the Buyer will:

(a) cause the Seller, its Affiliates, its subcontractors and each of their respective directors, officers, agents and employees to be named as additional insured under the Buyer's Comprehensive Aviation Legal Liability insurance policies, including War Risks and *** Perils (such insurance to include the AVN 52E Extended Coverage Endorsement Aviation Liabilities or any further Endorsement replacing AVN 52E, or equivalent coverages, as may be available as well as any excess coverage in respect of War and *** Perils Third Parties Legal Liabilities Insurance), and

(b) with respect to the Buyer's Hull All Risks and Hull War Risk and *** Perils insurance, cause the insurers of the Buyer's hull insurance policies to waive all rights of subrogation against the Seller, its Affiliates, its subcontractors and each of their respective directors, officers, agents, employees and insurers, ***.

Any applicable deductible will be borne by the Buyer. The Buyer will furnish to the Seller, not less than seven (7) working days prior to the start of any Aircraft Training Services, certificates of insurance, in English, evidencing the limits of liability cover and period of insurance coverage in a form acceptable to the Seller from the Buyer's insurance broker(s), certifying that such policies have been endorsed as follows:

(i) under the Comprehensive Aviation Legal Liability Insurances, the Buyer's policies are primary and non-contributory to any insurance maintained by the Seller,

(ii) such insurance can only be cancelled or materially altered by the giving of not less than thirty (30) days (but seven (7) days or such lesser period as may be customarily available in respect of War Risks and *** Perils) prior written notice thereof to the Seller, and

(iii) under any such cover, all rights of subrogation against the Seller, its Affiliates, its subcontractors and each of their respective directors, officers, agents, employees and insurers have been waived.

UNQUOTE

10. CLAUSE 20 – TERMINATION

Clause 20 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

20 - TERMINATION

20.1 Termination Events – Buyer and Seller

20.1.1 Each of the following shall constitute a "**Termination Event**" under this Agreement and promptly upon the knowledge of the occurrence of a Termination Event by the ***.

(1) *** shall commence any case, proceeding or other action with respect to the Buyer or *** in any jurisdiction relating to bankruptcy, insolvency, reorganization, relief from debtors, an arrangement, winding-up, liquidation, dissolution or other relief *** debts and such case, proceeding or other action remains unstayed, undismissed or undischarged for ***.

(2) An action is commenced seeking the appointment of a receiver, trustee, custodian or other similar official for the Buyer or *** for all or substantially all of its assets, and such action remains unstayed, undismissed or undischarged for ***, or the Buyer or ***, makes a general assignment for the benefit of its creditors.

(3) An action is commenced against the Buyer *** any substantial part of its assets, and such action remains unstayed, undismissed or undischarged for ***.

(4) *** Buyer or *** is unable to generally pay its debts as they become due.

20.2 Termination Events – Buyer

***

20.5 Definitions

For purposes of this Clause 20, the terms "**Affected Aircraft**", "**Applicable Date**", "**Escalated Price**" and "**Escalation**" are defined as follows:

(i) "**Affected Aircraft**" means any or all Aircraft with respect to which the Seller *** has cancelled or terminated this Agreement pursuant to Clause 20.4.1 or 20.4.2,

(ii) "**Applicable Date**" means for any Affected Aircraft the date of the Termination Event specified in the Seller's notice and demand for payment of liquidated damages delivered under Clause 20.4.2(2),

(iii) "**Escalated Price**" means the sum of (a) the Base Price of the Aircraft and (b) the Base Price of SCNs and MSCNs entered into after the date of this Agreement, all as escalated to the Applicable Date in accordance with the provisions of Clause 4.

(iv) ***

UNQUOTE

11. CLAUSE 21 – ASSIGNMENTS AND TRANSFERS

Clause 21 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

21 - ASSIGNMENTS AND TRANSFERS

21.1 Assignments

Except as hereinafter provided, neither party may sell, assign or transfer its rights or obligations under this Agreement to any person without the prior written consent of the other, except that the Seller may sell, assign, or transfer its rights or obligations under this Agreement to any Affiliate without the Buyer's consent.

***

21.2 Assignments on Sale, Merger or Consolidation

21.2.1 ***

(a) ***;

(b) the surviving or acquiring entity has executed an assumption agreement, in form and substance reasonably acceptable to the Seller, agreeing to assume all of the Buyer's obligations under this Agreement;

(c) at the time, and immediately following the consummation of the merger, consolidation or sale, no Termination Event exists or will have occurred and be continuing;

(d) there exists with respect to the surviving or acquiring entity no basis for a Termination Event;

***

21.3 Designations by Seller

The Seller may at any time by notice to the Buyer designate facilities or personnel of AACS or any other Affiliate of the Seller at which or by whom the services to be performed under this Agreement will be performed. Notwithstanding such designation, the Seller will remain ultimately responsible for fulfillment of all obligations undertaken by the Seller in this Agreement.

UNQUOTE

12. CLAUSE 22 – CONFIDENTIALITY

Clause 22.10 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

22.10 Confidentiality

***

22.10.8 The provisions of this Clause 22.10 will survive termination of the Agreement.

13. ASSIGNMENT

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 21 of the Agreement.

14. CONFIDENTIALITY

This Letter Agreement is subject to the terms and conditions of Clause 22.10 of the Agreement.

15. COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Kiran Rao

Its: Deputy to COO Customers
EVP Product Strategy

Accepted and Agreed

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance,
Procurement and Treasurer

LETTER AGREEMENT NO. 10

TO THE AMENDED AND RESTATED
A350-900 PURCHASE AGREEMENT

As of 1 September 2017

UNITED AIRLINES, INC.
233 South Wacker Drive
Chicago, Illinois 60606
USA

Re: ***

Dear Ladies and Gentlemen,

UNITED AIRLINES, INC. (the "**Buyer**"), and AIRBUS S.A.S. (the "**Seller**"), have entered into an Amended and Restated A350-900 Purchase Agreement dated as of the date hereof (the "**Agreement**"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 10 (the "**Letter Agreement**") certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

1. ***

2. ASSIGNMENT

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 21 of the Agreement.

3. CONFIDENTIALITY

This Letter Agreement is subject to the terms and conditions of Clause 22.10 of the Agreement.

4 COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Kiran Rao

Its: Deputy to COO Customers
EVP Product Strategy

Accepted and Agreed

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance,
Procurement and Treasurer

LETTER AGREEMENT NO. 11

TO THE AMENDED AND RESTATED
A350-900 PURCHASE AGREEMENT

As of 1 September 2017

UNITED AIRLINES, INC.
233 South Wacker Drive
Chicago, Illinois 60606
USA

Re: ***

Dear Ladies and Gentlemen,

UNITED AIRLINES, INC. (the "**Buyer**"), and AIRBUS S.A.S. (the "**Seller**"), have entered into an Amended and Restated A350-900 Purchase Agreement dated as of even date herewith (the "**Agreement**"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 11 (the "**Letter Agreement**") certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

0. INTRODUCTION

***

1. DEFINITIONS AND INTERPRETATION

1.1 Capitalized words and terms used in this Letter Agreement that are not defined herein shall have the meaning assigned thereto in the Agreement.

1.2 The terms “herein”, “hereof” and “hereunder” and words of similar import refer to this Letter Agreement.

1.3 The following words and terms shall have the following meanings:

***

2. *** COSTS

***

3. ADJUSTMENTS

***

4. ACCOUNTING AND REPORTING

***

6. RECONCILIATION AND REMEDIES

***

7 CONDITIONS OF ***

***

10.3 ***. Notwithstanding the foregoing, nothing herein will operate to diminish or modify the Buyer’s rights and remedies under Clause 12.

11 DUPLICATE REMEDIES

Except as provided in Paragraph 10.3, the remedies provided to the Buyer under this Guarantee are not cumulative of any other remedies provided to the Buyer under any other warranty or guarantee contained in the Agreement and the Buyer will not be entitled to duplicate remedies with respect to any single defect or costs incurred for any single defect.

12 ASSIGNMENT

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 21 of the Agreement.

13 CONFIDENTIALITY

This Letter Agreement is subject to the terms and conditions of Clause 22.10 of the Agreement.

14 COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Kiran Rao

Its: Deputy to COO Customers
EVP Product Strategy

Accepted and Agreed

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance,
Procurement and Treasurer

APPENDIX 1 – ASSUMPTIONS

***

APPENDIX 2 – EXCLUSIONS

The following items are specifically excluded from the ***

APPENDIX 3 - FORMULAS

***

APPENDIX 4 –***

***

LETTER AGREEMENT NO. 12

TO THE AMENDED AND RESTATED
A350-900 PURCHASE AGREEMENT

As of 1 September 2017

UNITED AIRLINES, INC.
233 South Wacker Drive
Chicago, Illinois 60606
USA

Re: ***

Dear Ladies and Gentlemen,

UNITED AIRLINES, INC. (the "**Buyer**"), and AIRBUS S.A.S. (the "**Seller**"), have entered into an Amended and Restated A350-900 Purchase Agreement dated as of the date hereof (the "**Agreement**"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 12 (the "**Letter Agreement**") certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

0. INTRODUCTION

***

1. DEFINITIONS AND INTERPRETATION

1.1 Capitalized words and terms used in this Letter Agreement that are not defined herein shall have the meaning assigned thereto in the Agreement.

1.2 The terms "herein", "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

1.3 The following words and terms shall have the following meanings:

***

3. ADJUSTMENTS

***

4. REPORTING

***

12 ASSIGNMENT

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 21 of the Agreement.

13 CONFIDENTIALITY

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 22.10 of the Agreement.

14 COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Kiran Rao

Its: Deputy to COO Customers
EVP Product Strategy

Accepted and Agreed

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance,
Procurement and Treasurer

APPENDIX 1 – ASSUMPTIONS

***

APPENDIX 2 – EXCLUSIONS

*** due to any of the following reasons are specifically excluded from the ***:

***

APPENDIX 3 - FORMULAS

***

APPENDIX 4 – ***

***

LETTER AGREEMENT NO. 13

TO THE AMENDED AND RESTATED
A350-900 PURCHASE AGREEMENT

As of 1 September 2017

UNITED AIRLINES, INC.
233 South Wacker Drive
Chicago, Illinois 60606
USA

Re: WARRANTIES AND SERVICE LIFE POLICY

Dear Ladies and Gentlemen,

UNITED AIRLINES, INC. (the "**Buyer**"), and AIRBUS S.A.S. (the "**Seller**"), have entered into an Amended and Restated A350-900 Purchase Agreement dated as of the date hereof (the "**Agreement**"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 13 (the "**Letter Agreement**") certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

1. WARRANTIES AND SERVICE LIFE POLICY

Clause 12 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

12 - WARRANTIES AND SERVICE LIFE POLICY

12.1 Warranty

12.1.1 Nature of Warranty

Subject to the limitations and conditions hereinafter provided, and except as provided in Clause 12.1.2, the Seller warrants to the Buyer that the Aircraft and each Warranted Part will at the time of Delivery to the Buyer be free from defects:

(i) in material,

(ii) in workmanship, including, without limitation, processes of manufacture,

(iii) in design (including, without limitation, selection of materials) having regard to the State of the Art at the date of such design, and

(iv) arising from failure to conform to the Specification, except as to those portions of the Specification that are expressly stated in the Specification to be estimates or approximations or design aims.

For the purpose of this Agreement, the term "**Warranted Part**" will mean any Seller proprietary component, equipment, software, or part, that (a) is installed on an Aircraft at Delivery, (b) is manufactured to the detail design of the Seller or a subcontractor of the Seller and (c) bears a Seller's part number at the time of Delivery.

12.1.2 Exclusions

The warranties set forth in Clause 12.1.1 will not apply to Buyer Furnished Equipment, Propulsion Systems, or to any component, accessory, equipment or part purchased by the Buyer that is not a Warranted Part, provided, however, that:

(i) any defect in the Seller's workmanship in respect of the installation of such items in the Aircraft, including any failure by the Seller to conform to the installation instructions of the manufacturers of such items that invalidates any applicable warranty from such manufacturers, will constitute a defect in workmanship for the purpose of this Clause 12.1 and be covered by the warranty set forth in Clause 12.1.1(ii), and

(ii) any defect inherent in the Seller's design of the installation, considering the state of the art at the date of such design, that impairs the use of such items will constitute a defect in design for the purposes of this Clause 12.1 and be covered by the warranty set forth in Clause 12.1.1(iii).

12.1.3 Warranty Periods

The warranties described in Clauses 12.1.1 and 12.1.2 will be limited to those defects that become apparent within ***.

12.1.4 Limitations of Warranty

12.1.4.1 The Buyer's remedy and the Seller's obligation and liability under Clauses 12.1.1 and 12.1.2 are limited to, at the Seller's expense and option, the repair, replacement or correction (to include, in the case of software, supply of a comparable product with equivalent function) of any defective Warranted Part. The Seller may elect to effect such repair, replacement or correction by supplying modification kits designed to rectify the defect or by furnishing a credit to the Buyer for the future purchase of goods and services (not including Aircraft) equal to the price at which the Buyer is then entitled to acquire a replacement for the defective Warranted Part.

12.1.4.2 If the Seller corrects a defect covered by Clause 12.1.1(iii) that becomes apparent within the Warranty Period, on the Buyer's written request the Seller will correct any such defect of the same type in any Aircraft that has not already been delivered to the Buyer. The Seller will not be responsible for, nor deemed to be in default on account of any delay in Delivery of any Aircraft or otherwise, in respect of performance of this Agreement, due to the Seller's undertaking to make such correction. Alternatively, the Buyer and the Seller may agree to deliver such Aircraft with subsequent correction of the defect by the Buyer at the Seller's expense, or the Buyer may elect to accept Delivery and thereafter file a Warranty Claim as though the defect had become apparent immediately after Delivery of such Aircraft.

12.1.5 Cost of Inspection

In addition to the remedies set forth in Clauses 12.1.4.1 and 12.1.4.2, the Seller will reimburse the direct labor costs incurred by the Buyer in performing inspections of the Aircraft that are conducted to determine whether or not a defect exists in any Warranted Part within the Warranty Period subject to the following conditions:

(i) Such inspections are recommended in a Seller Service Bulletin to be performed within the Warranty Period;

(ii) Such inspections are not performed in lieu of corrective action that has been provided by the Seller prior to the dates of such inspection;

(iii) the labor rate for the reimbursements will be the In-house Warranty Labor Rate, and

(iv) the manhours used to determine such reimbursement will not exceed the Seller's *** estimate of the *** manhours required for such inspections.

12.1.6 Warranty Claim Requirements

The Buyer's remedy and the Seller's obligation and liability under this Clause 12.1 with respect to each claimed defect are subject to the following conditions:

(i) the defect has becomes apparent within the Warranty Period,

(ii) the Buyer has filed a Warranty Claim *** of a defect becoming apparent, except where the Seller has issued a Service Bulletin intended to provide a Remedy for such a defect, in which case the Warranty Claim must be filed no later than *** following embodiment of the Seller Service Bulletin in the Aircraft;

(iii) the Buyer has submitted to the Seller evidence reasonably satisfactory to the Seller that (i) the claimed defect is due to a matter covered under the provisions of this Clause 12, and (ii) that such defect did not result from any act or omission of the Buyer (except when such act or omission is in accordance with the Seller's instructions), including but not limited to, any failure to operate and maintain the affected Aircraft or part thereof in accordance with the standards set forth in Clause 12.1.11 or from any act or omission of any third party;

(iv) the Buyer returns the Warranted Part claimed to be defective to the repair facilities designated by the Seller as soon as practicable, unless the Buyer elects to repair a defective Warranted Part in accordance with the provisions of Clause 12.1.8; and

(v) the Seller's receives a Warranty Claim complying with the provisions of Clause 12.1.7(v).

12.1.7 Warranty Administration

The warranties set forth in this Clause 12.1 will be administered as hereinafter provided:

(i) Claim Determination

Determination by the Seller as to whether any claimed defect in any Warranted Part is a valid Warranty Claim will be made by the Seller, acting reasonably, and will be based on claim details, reports from the Seller's regional representative, historical data logs, inspections, tests, findings during repair, defect analysis and other relevant documents and information. The Seller will make reasonable efforts to make such determination within thirty (30) Business Days of the submission of all information required by Clause 12.1.7(v).

(ii) Transportation Costs

The cost of transporting a Warranted Part claimed to be defective to the facilities designated by the Seller will be borne by the Seller, ***.

(iii) On-Aircraft Work by the Seller

If either (a) the Seller determines that a defect subject to this Clause 12.1 requires the dispatch by the Seller of a Seller's working team to the Buyer's facilities, to repair or correct such defect through implementation of one or more Seller's Service Bulletins, or (b) the Seller accepts the return of an Aircraft to perform or have performed a repair or correction, then, the labor costs for such on-Aircraft work will be borne by the Seller at the In-House Warranty Labor Rate.

On-Aircraft work by the Seller will be undertaken only if, in the Seller's opinion, the work requires the Seller's technical expertise. In such case, the Seller and the Buyer will agree on a schedule and place for the work to be performed.

(iv) Return of an Aircraft

If the Buyer desires to return an Aircraft to the Seller for consideration of a Warranty Claim, the Buyer will notify the Seller of its intention to do so, and the Seller will, prior to such return, have the right to inspect such Aircraft, and without prejudice to the Seller's rights hereunder, to repair such Aircraft either at the Buyer's facilities or at another place acceptable to the Seller. *** Aircraft by the Buyer to the Seller and return of such Aircraft to the Buyer's facilities will be at the Buyer's expense.

(v) Warranty Claim Substantiation

For each claim under this Clause 12.1 the Buyer will give written notice (a "**Warranty Claim**") to the Seller that contains at least the data listed below with respect to an Aircraft or Warranted Part, as applicable. The Buyer will deliver the Warranty Claim *** of discovering each defect giving rise to a claim by the Buyer under this Clause 12.

The minimum data to be supplied are as follows:

(a) Description of the defect and any action taken,

(b) Date of incident and/or removal,

(c) Description of the Warranted Part claimed to be defective,

(d) Part number,

(e) Serial number (if applicable),

(f) Position on Aircraft, according to Catalog Sequence Number of the Illustrated Parts Catalog, Component Maintenance Manual or Structural Repair Manual as applicable,

(g) ***, total flying hours or dates operated, as applicable, at the date of appearance of a defect,

(h) Time since last shop visit before appearance of the defect,

(i) Manufacturer's serial number or "MSN" of the Aircraft and/or its registration number,

(j) ***, Aircraft total flying hours and/or number of landings at the date of appearance of defect,

(k) Claim number,

(l) Date of claim and

(m) Date of Delivery of an Aircraft to the Buyer.

Warranty Claims are to be addressed as follows:

AIRBUS
CUSTOMER SERVICES DIRECTORATE
WARRANTY ADMINISTRATION
ROND-POINT MAURICE BELLONTE
B.P. 33
F-31707 BLAGNAC CEDEX
FRANCE

Or electronically through Airbus World, using the contracts and warranty administration tool.

(vi) Replacements

Replaced components, equipment, accessories or parts will become the Seller's property.

Title to and risk of loss of any Aircraft, component, accessory, equipment or part returned by the Buyer to the Seller will at all times remain with the Buyer, except that (i) when the Seller has possession of a returned Aircraft, component, accessory, equipment or part to which the Buyer has title, the Seller will have such responsibility therefor as is chargeable by law to a bailee for hire, but the Seller will not be liable for loss of use, and (ii) title to and risk of loss of a returned component, accessory, equipment or part will pass to the Seller on shipment by the Seller to the Buyer of any item furnished by the Seller to the Buyer as a replacement therefor. Upon the Seller's shipment to the Buyer of any replacement component, accessory, equipment or part provided by the Seller pursuant to this Clause 12.1, title to and risk of loss of such replacement component, accessory, equipment or part will pass to the Buyer.

(vii) Rejection

The Seller will provide reasonable written substantiation in case of rejection of a Warranty Claim. The Buyer will pay to the Seller reasonable inspection and test charges incurred by the Seller in connection with the investigation and processing of a rejected Warranty Claim.

(viii) Inspection

The Seller will have the right to inspect the affected Aircraft and documents and other records relating thereto in the event of any claim under this Clause 12.1.

12.1.8 In-house Warranty

(i) Authorization

The Buyer is hereby authorized to repair Warranted Parts, subject to the terms of this Clause 12.1.8 (**"In-house Warranty Repair**"). ***, when the estimated cost of an In-house Warranty Repair ***, the Buyer will notify the Resident Customer Support Representative, of its decision to perform any in-house repairs before such repairs are commenced. *** the Buyer's notice will include sufficient detail regarding the defect, estimated labor hours and material to allow the Seller to ascertain the reasonableness of the estimate. The Seller will use reasonable efforts to ensure a prompt response and will not unreasonably withhold authorization.

(ii) Conditions of Authorization

The Buyer will be entitled to the benefits under this Clause 12.1.8 for repair of Warranted Parts:

(a) if the Buyer complies with the terms of Clause 12.1.8(i);

(b) if adequate facilities and qualified personnel are available to the Buyer.

(c) provided that repairs are to be performed in accordance with the Seller's written instructions set forth in applicable Technical Data and

(d) only to the extent specified by the Seller, or, in the absence of the Seller's specifying, to the extent reasonably necessary to correct the defect, in accordance with the standards set forth in Clause 12.1.10.

(iii) Seller's Rights

The Seller will have the right to require the return to Seller of any Warranted Part, or any part removed therefrom, that is claimed to be defective, if, in the Seller's judgment, the nature of the claimed defect requires technical investigation. Such delivery will be subject to the provisions of Clause 12.1.7(ii).

The Seller will have the right to have a representative present during the disassembly, inspection and testing of any Warranted Part claimed to be defective.

(iv) In-house Warranty Claim Substantiation

Claims for In-house Warranty Repair credit must be submitted to the Seller no later than *** after completion of such In-house Warranty Repair, and will comply with the requirements for Warranty Claims under Clause 12.1.6(v) and in addition will include:

(a) a report of technical findings with respect to the defect,

(b) for parts required to remedy the defect:

(c) part numbers, serial numbers (if applicable), description of the parts, quantity of parts, unit price of parts, copies of related Seller's or third party's invoices (if applicable), total price of parts

(d) detailed number of labor hours,

(e) In-house Warranty Labor Rate, and

(f) total claim value.

(v) Credit

The Buyer's sole remedy, and the Seller's sole obligation and liability, in respect of In-house Warranty Repair claims, will be a credit to the Buyer's account. Such credit will be equal to the sum of the direct labor cost expended in performing such repair, plus the direct cost of materials incorporated in the repair. Such costs will be determined as set forth below.

(a) To determine direct labor costs, only the man-hours spent on removal from the Aircraft disassembly, inspection, repair, reassembly, and final inspection and test of the Warranted Part, and reinstallation thereof on the Aircraft will be counted. The hours required for maintenance work concurrently being carried out on the Aircraft or other Warranted Part will not be included.

(b) The hours counted as set forth in Clause 12.1.8 (v)(a) above will be ***, which is deemed to represent the Buyer's composite average hourly labor rate (excluding all fringe benefits, premium time allowances, social security charges, business taxes and similar items) paid to the Buyer's employees or to a third party that the Buyer has authorized to perform the repair, whose jobs, in both cases, are directly related to the performance of the repair. This labor rate is *** (the "In-house Warranty Labor Rate").

The In-house Warranty Labor Rate is subject to adjustment *** Labor Index defined in the Seller Price Revision Formula.

(c) Direct material costs are determined by the prices at which the Buyer acquired such material, excluding any parts and materials used for overhaul furnished free of charge by the Seller.

(vi) Limitation on Credit

The Buyer will in no event be credited for repair costs (labor or material) for any Warranted Part to the extent such repair costs exceed in the *** for a replacement of such defective Warranted Part provided such replacement part is available for purchase.

The Seller will substantiate such Seller costs in writing on reasonable request by the Buyer.

(vii) Scrapped Material

The Buyer may, with the agreement of the Seller's Resident Customer Support Representative, scrap any defective Warranted Parts that are beyond economic repair and not required for technical evaluation.

If the Buyer does not obtain the agreement of the Seller's Resident Customer Support Representative to scrap a Warranted Part immediately, the Buyer will retain such Warranted Part and any defective part removed from a Warranted Part during repair for a period of either *** after the date of completion of repair or *** after submission of a claim for In-house Warranty Repair credit relating thereto, whichever is longer. Such parts will be returned to the Seller *** of receipt of the Seller's request therefor, made within such retention periods.

A record of scrapped Warranted Parts, certified by an authorized representative of the Buyer, will be kept in the Buyer's file for at least the duration of the Warranty Period.

(viii) DISCLAIMER OF SELLER LIABILITY FOR BUYER'S REPAIR

THE SELLER WILL NOT BE LIABLE FOR, AND THE BUYER WILL INDEMNIFY THE SELLER AGAINST, THE CLAIMS OF ANY THIRD PARTIES FOR LOSSES DUE TO ANY DEFECT, NONCONFORMANCE OR PROBLEM OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH ANY REPAIR OF WARRANTED PARTS UNDERTAKEN BY THE BUYER UNDER THIS CLAUSE 12.1.8 OR ANY OTHER ACTIONS UNDERTAKEN BY THE BUYER UNDER THIS CLAUSE 12.1.8, WHETHER SUCH CLAIM IS ASSERTED IN CONTRACT OR IN TORT, OR IS PREMISED ON ALLEGED, ACTUAL, IMPUTED, ORDINARY OR INTENTIONAL ACTS OR OMISSIONS OF THE BUYER OR THE SELLER, ***.

12.1.9 Warranty Transferability

Notwithstanding the provisions of Clause 21.1, the warranties provided for in this Clause 12.1 for any Warranted Part will accrue to the benefit of any airline in revenue service other than the Buyer, if the Warranted Part enters into the possession of any such airline as a result of a pooling agreement between such airline and the Buyer, in accordance with the terms and subject to the limitations and exclusions of the foregoing warranties and to applicable laws or regulations.

12.1.9.1 Warranty for Corrected, Replacement or Repaired Warranted Parts

Whenever any Warranted Part that contains a defect for which the Seller is liable under this Clause 12.1 has been corrected, repaired or replaced pursuant to the terms hereof, the period of the Seller's warranty with respect to such corrected, repaired or replacement Warranted Part, will be the remaining portion of the original warranty in respect of such corrected, repaired or replaced Warranted Part or twelve (12) months, whichever is longer. If a defect is attributable to a defective repair or replacement by the Buyer, a Warranty Claim with respect to such defect will be rejected, notwithstanding any subsequent correction or repair, and will immediately terminate the remaining warranties under this Clause 12.1 in respect of the affected Warranted Part.

12.1.10 Good Airline Operation - Normal Wear and Tear

The Buyer's rights under this Clause 12.1 are subject to the Aircraft and each component, equipment, accessory and part thereof being maintained, overhauled, repaired and operated in accordance with good commercial airline practice, all technical documentation and any other instructions issued by the Seller, the Suppliers or the Propulsion Systems Manufacturer and all applicable rules, regulations and directives of the relevant Aviation Authorities.

The Seller's liability under this Clause 12.1 will not extend to normal wear and tear or to

(i) any Aircraft or component, equipment, accessory or part thereof that has been repaired, altered or modified after Delivery in a manner other than that approved by the Seller;

(ii) any Aircraft or component, equipment, accessory or part thereof that has been operated in a damaged state; or

(iii) any component, equipment, accessory or part from which the trademark, trade name, part or serial number or other identification marks have been removed,

****.

12.2 Service Life Policy

12.2.1 Scope and Definitions

In addition to the warranties set forth in Clause 12.1, the Seller agrees that should a Failure occur in any Item (as these terms are defined below), then, subject to the general conditions and limitations set forth in Clause 12.2.4, the provisions of this Clause 12.2 will apply.

For the purposes of this Clause 12.2:

(i) "Item" means any of the Seller components, equipment, accessories or parts listed in Exhibit F that are installed on an Aircraft at any time during the period of effectiveness of the Service Life Policy specified in Clause 12.2.2.

(ii) "Failure" means any breakage of, or defect in, an Item that materially impairs the utility or safety of the Item, provided that (a) any such breakage of, or defect in, such Item did not result from any breakage or defect in any other Aircraft part or component or from any other extrinsic force and (b) has occurred or can reasonably be expected to occur on a repetitive or fleetwide basis.

The Seller's obligations under this Clause 12.1.2 are referred to as the "Service Life Policy."

12.2.2 Periods and Seller's Undertaking

Subject to the general conditions and limitations set forth in Clause 12.2.4, the Seller agrees that if a Failure occurs in an Item within fifteen (15) years after the Delivery of the Aircraft in which such Item is installed, the Seller will, at its discretion, as promptly as practicable and for a price that reflects the Seller's financial participation as hereinafter provided, either:

(i) design and furnish to the Buyer a correction for such Item and provide any parts required for such correction (including Seller designed standard parts but excluding industry standard parts), or

(ii) replace such Item.

12.2.3 ***

Any part or Item or part that the Seller is required to furnish to the Buyer under this Service Life Policy will be furnished to the Buyer at the ***, which will be determined in accordance with the following formula:

***

12.2.4 General Conditions and Limitations

12.2.4.1 Notwithstanding any provision of this Clause 12.2, during the Warranty Period, all Items will be covered by the provisions of Clause 12.1 of this Agreement and not by the provisions of this Clause 12.2.

12.2.4.2 The Buyer's remedies and the Seller's obligations and liabilities under this Service Life Policy are subject to the following conditions:

(i) The Buyer maintains log books and other historical records with respect to each Item adequate to enable the Seller to determine whether the alleged Failure is covered by this Service Life Policy and, if so, to define the portion of the cost to be borne by the Seller in accordance with Clause 12.2.3.

(ii) The Buyer complies with the conditions of Clause 12.1.11.

(iii) The Buyer implements specific structural inspection programs for monitoring purposes as may be established from time to time by the Seller. Such programs will be, to the extent possible, compatible with the Buyer's operational requirements and will be carried out at the Buyer's expense, reports relating thereto to be regularly furnished to the Seller.

(iv) The Buyer reports in writing any breakage or defect to the Seller within *** after any breakage or defect in an Item becomes apparent, whether or not the breakage or defect can reasonably be expected to occur in any other Aircraft, and the Buyer provides the Seller with sufficient detail about the breakage or defect to enable the Seller to determine whether said breakage or defect is subject to this Service Life Policy.

12.2.4.3 Except as otherwise provided in this Clause 12.2, any claim under this Service Life Policy will be administered as provided in, and will be subject to the terms and conditions of, Clause 12.1.6. All claims under this Service Life Policy will include all information reasonably available to the Buyer regarding significant incidents relating to the relevant Aircraft.

12.2.4.4 If the Seller has issued a service bulletin modification applicable to an Aircraft, the purpose of which is to avoid a Failure, the Seller may elect to supply the necessary modification kit free of charge or under a pro rata formula established by the Seller. If such a kit is so offered to the Buyer, then, in respect of such Failure and any Failures that could ensue therefrom, the validity of the Seller's commitment under this Clause 12.2 will be subject to the Buyer's incorporating such modification in the relevant Aircraft, within a reasonable time, in accordance with the Seller's instructions.

12.2.4.5 THIS SERVICE LIFE POLICY IS NEITHER A WARRANTY, PERFORMANCE GUARANTEE, NOR AN AGREEMENT TO MODIFY ANY AIRCRAFT OR AIRFRAME COMPONENTS TO CONFORM TO NEW DEVELOPMENTS OCCURRING IN THE STATE OF AIRFRAME DESIGN AND MANUFACTURING ART. THE SELLER'S OBLIGATION UNDER THIS CLAUSE 12.2 IS TO MAKE ONLY THOSE CORRECTIONS TO THE ITEMS OR FURNISH REPLACEMENTS THEREFOR AS PROVIDED IN THIS CLAUSE 12.2. THE BUYER'S SOLE REMEDY AND RELIEF FOR THE NONPERFORMANCE OF ANY OBLIGATION OR LIABILITY OF THE SELLER ARISING UNDER OR BY VIRTUE OF THIS SERVICE LIFE POLICY WILL BE IN A CREDIT FOR GOODS AND SERVICES, LIMITED TO THE AMOUNT THE BUYER REASONABLY EXPENDS IN PROCURING A CORRECTION OR REPLACEMENT FOR ANY ITEM THAT IS THE SUBJECT OF A FAILURE COVERED BY THIS SERVICE LIFE POLICY AND TO WHICH SUCH NONPERFORMANCE IS RELATED, LESS THE AMOUNT THAT THE BUYER OTHERWISE WOULD HAVE BEEN REQUIRED TO PAY UNDER THIS CLAUSE 12.2 IN RESPECT OF SUCH CORRECTED OR REPLACEMENT ITEM. WITHOUT LIMITING THE EXCLUSIVITY OF WARRANTIES AND GENERAL LIMITATIONS OF LIABILITY PROVISIONS SET FORTH IN CLAUSE 12.5, THE BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ALL CLAIMS TO ANY FURTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES, ARISING UNDER OR BY VIRTUE OF THIS SERVICE LIFE POLICY.

12.3 Supplier Warranties and Service Life Policies

12.3.1 Seller's Support

Before Delivery of the first Aircraft, the Seller will provide the Buyer with the warranties and service life policies that the Seller has obtained pursuant to the Supplier Product Support Agreements.

12.3.2 Supplier's Default

12.3.2.1 ***

12.3.2.2 If any Supplier under any Supplier service life policy referred to in to Clause 12.3.1 defaults in the performance of any material obligation under such service life policy, and (i) the Buyer has used its *** efforts to enforce its rights under such service life policy, and (ii) the Buyer submits within reasonable time to the Seller reasonable evidence that such default has occurred, then Clause 12.2 of this Agreement will apply to the extent the same would have applied had such component, equipment, accessory or part been listed in Exhibit F hereto, to the extent that the Seller can reasonably perform said Supplier's service life policy.

12.3.2.3 At the Seller's request, the Buyer will assign to the Seller, and the Seller will be subrogated to, all of the Buyer's rights against the relevant Supplier with respect to, and arising by reason of, such default and the Buyer will provide reasonable assistance to enable the Seller to enforce the rights so assigned.

12.4 Interface Commitment

12.4.1 Interface Problem

If the Buyer experiences any technical problem in the operation of an Aircraft or its systems due to a malfunction, the cause of which, after due and reasonable investigation, is not readily identifiable by the Buyer, but which the Buyer reasonably believes to be attributable to the design characteristics of one or more components of the Aircraft (an **"Interface Problem**"), the Seller will, if requested by the Buyer, and without additional charge to the Buyer, except for *** transportation of the Seller's or its designee's personnel to the Buyer's facilities, promptly conduct or have conducted an investigation and analysis of such problem to determine, if possible, the cause or causes of the problem and to recommend such corrective action as may be feasible. The Buyer will furnish to the Seller all data and information in the Buyer's possession relevant to the Interface Problem and will cooperate with the Seller in the conduct of the Seller's investigations and such tests as may be required. At the conclusion of such investigation the Seller will promptly advise the Buyer in writing of the Seller's opinion as to the cause or causes of the Interface Problem and the Seller's recommendations as to corrective action.

12.4.2 Seller's Responsibility

If the Seller determines that the Interface Problem is primarily attributable to the design of a Warranted Part, the Seller will, if requested by the Buyer, correct the design of such Warranted Part pursuant to the terms and conditions of Clause 12.1.

12.4.3 Supplier's Responsibility

If the Seller determines that the Interface Problem is primarily attributable to the design of any Supplier Part, the Seller will at the Buyer's request, assume the management of the resolution of the interface problem and make reasonable efforts to find a solution satisfactory to the Buyer.

12.4.4 Joint Responsibility

If the Seller determines that the Interface Problem is attributable partially to the design of a Warranted Part and partially to the design of any Supplier Part, the Seller will, if requested by the Buyer, ***. The Seller will promptly advise the

Buyer of any corrective action proposed by the Seller and any such Supplier. Such proposal will be consistent with any then existing obligations of the Seller hereunder and of any such Supplier to the Buyer. Such corrective action, unless reasonably rejected by the Buyer, will constitute full satisfaction of any claim the Buyer may have against either the Seller or any such Supplier with respect to such Interface Problem.

12.4.5 General

12.4.5.1 All requests under this Clause 12.4 will be directed both to the Seller and to the affected Suppliers.

12.4.5.2 Except as specifically set forth in this Clause 12.4, this Clause 12.4 will not be deemed to impose on the Seller any obligations not expressly set forth elsewhere in this Agreement.

12.4.5.3 All reports, recommendations, data and other documents furnished by the Seller to the Buyer pursuant to this Clause 12.4 will be deemed to be delivered under this Agreement and will be subject to the terms, covenants and conditions set forth in this Clause 12 and in Clause 22.10.

12.5 Exclusivity of Warranties

THIS CLAUSE 12 SETS FORTH THE EXCLUSIVE WARRANTIES, EXCLUSIVE LIABILITIES AND EXCLUSIVE OBLIGATIONS

OF THE SELLER, AND THE EXCLUSIVE REMEDIES AVAILABLE TO THE BUYER, WHETHER UNDER THIS AGREEMENT OR OTHERWISE, ARISING FROM ANY DEFECT OR NONCONFORMITY OR PROBLEM OF ANY KIND IN ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY, PART, SOFTWARE, DATA OR SERVICE DELIVERED BY THE SELLER UNDER THIS AGREEMENT.

THE BUYER RECOGNIZES THAT THE RIGHTS, WARRANTIES AND REMEDIES IN THIS CLAUSE 12 ARE ADEQUATE AND SUFFICIENT TO PROTECT THE BUYER FROM ANY DEFECT OR NONCONFORMITY OR PROBLEM OF ANY KIND IN THE GOODS AND SERVICES SUPPLIED UNDER THIS AGREEMENT. THE BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF THE SELLER AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF THE BUYER AGAINST THE SELLER, WHETHER EXPRESS OR IMPLIED BY CONTRACT, TORT, OR STATUTORY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMITY OR DEFECT OR PROBLEM OF ANY KIND IN ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY, PART, SOFTWARE, DATA OR SERVICE DELIVERED BY THE SELLER UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO:

ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR ANY GENERAL OR PARTICULAR PURPOSE;

ANY IMPLIED OR EXPRESS WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;

ANY RIGHT, CLAIM OR REMEDY FOR BREACH OF CONTRACT;

ANY RIGHT, CLAIM OR REMEDY FOR TORT, UNDER ANY THEORY OF LIABILITY, HOWEVER ALLEGED, INCLUDING, BUT NOT LIMITED TO, ACTIONS AND/OR CLAIMS FOR NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL ACTS, WILLFUL DISREGARD, IMPLIED WARRANTY, PRODUCT LIABILITY, STRICT LIABILITY OR FAILURE TO WARN;

ANY RIGHT, CLAIM OR REMEDY ARISING UNDER THE UNIFORM COMMERCIAL CODE OR ANY OTHER STATE OR FEDERAL STATUTE;

ANY RIGHT, CLAIM OR REMEDY ARISING UNDER ANY REGULATIONS OR STANDARDS IMPOSED BY ANY INTERNATIONAL, NATIONAL, STATE OR LOCAL STATUTE OR AGENCY;

ANY RIGHT, CLAIM OR REMEDY TO RECOVER OR BE COMPENSATED FOR:

LOSS OF USE OR REPLACEMENT OF ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY OR PART PROVIDED UNDER THIS AGREEMENT;

(I) LOSS OF, OR DAMAGE OF ANY KIND TO, ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY OR PART PROVIDED UNDER THIS AGREEMENT;

(II) LOSS OF PROFITS AND/OR REVENUES;

(III) ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE.

THE WARRANTIES AND SERVICE LIFE POLICY PROVIDED BY THIS AGREEMENT WILL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY THE SELLER AND THE BUYER. IN THE EVENT THAT ANY PROVISION OF THIS CLAUSE 12 SHOULD FOR ANY REASON BE HELD UNLAWFUL, OR OTHERWISE UNENFORCEABLE, THE REMAINDER OF THIS CLAUSE 12 WILL REMAIN IN FULL FORCE AND EFFECT.

CLAIMS BY THE BUYER AGAINST THE SELLER FOR CONTRIBUTION TO THIRD PARTY CLAIMS BROUGHT AGAINST THE BUYER FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE EXCLUDED FROM THIS CLAUSE 12.5 IF, AND ONLY TO THE EXTENT THAT, SUCH CONTRIBUTION CLAIMS ARISE OUT OF THE SELLER'S ACTIVITIES AS DESIGNER OR MANUFACTURER OF THE AIRCRAFT.

FOR THE PURPOSE OF THIS CLAUSE 12.5, "SELLER" WILL BE UNDERSTOOD TO INCLUDE THE SELLER, Seller AFFILIATES AND SUPPLIERS.

12.6 Duplicate Remedies

The remedies provided to the Buyer under Clause 12.1 and Clause 12.2 as to any defect in respect of the Aircraft or any part thereof are mutually exclusive and not cumulative. The Buyer will be entitled to the remedy that provides the maximum benefit to it, as the Buyer may elect, pursuant to the terms and conditions of this Clause 12 for any particular defect for which remedies are provided under this Clause 12; provided, however, that the Buyer will not be entitled to elect a remedy under both Clause 12.1 and Clause 12.2 for the same defect. The Buyer's rights and remedies herein for the nonperformance of any obligations or liabilities of the Seller arising under these warranties will be in monetary damages limited to the amount the Buyer expends in procuring a correction or replacement for any covered part subject to a defect or nonperformance covered by this Clause 12, and the Buyer will not have any right to require specific performance by the Seller.

12.8 Negotiated Agreement

The Parties each acknowledge that:

(i) the Specification has been agreed upon after careful consideration by the Buyer using its judgment as a professional operator of, and maintenance provider with respect to, aircraft used in public transportation and as such is a professional within the same industry as the Seller;

(ii) this Agreement, and in particular this Clause 12, has been the subject of discussion and negotiation and is fully understood by the Buyer; and

(iii) the price of the Aircraft and the other mutual agreements of the Buyer set forth in this Agreement were arrived at in consideration of, inter alia, the provisions of this Clause 12, specifically including the Exclusivity of Warranties set forth in Clause 12.

UNQUOTE

2 ASSIGNMENT

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 21 of the Agreement.

3 CONFIDENTIALITY

This Letter Agreement is subject to the terms and conditions of Clause 22.10 of the Agreement.

4 COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Kiran Rao

Its: Deputy to COO Customers
EVP Product Strategy

Accepted and Agreed

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance,
Procurement and Treasurer

LETTER AGREEMENT NO. 14

TO THE AMENDED AND RESTATED
A350-900 PURCHASE AGREEMENT

As of 1 September 2017

UNITED AIRLINES, INC.
233 South Wacker Drive
Chicago, Illinois 60606
USA

Re: AIRCRAFT ORDER MATTERS

Dear Ladies and Gentlemen,

UNITED AIRLINES, INC. (the "**Buyer**"), and AIRBUS S.A.S. (the "**Seller**"), have entered into an Amended and Restated A350-900 Purchase Agreement dated as of the date hereof (the "**Agreement**"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 14 (the "**Letter Agreement**") certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

1. ***

1.1 The Seller offers the Buyer the *** certain Aircraft under the Agreement (the "***"), subject to the following terms and conditions:

(i) The *** is only granted to the Buyer for *** of the Aircraft which are included in the Buyer's *** order of forty-five (45) Aircraft, as follows (each a "***"):

a. Aircraft ***,

b. *** Aircraft with a Scheduled Delivery ***,

c. *** Aircraft with a Scheduled Delivery ***,

d. *** Aircraft with a Scheduled Delivery ***,

e. *** Aircraft with a Scheduled Delivery ***,

f. *** Aircraft with a Scheduled Delivery ***,

g. *** Aircraft with a Scheduled Delivery ***.

(ii) The Buyer will give *** a one-time written notice of its desire to *** on a date falling between *** and *** (the "**Decision Window**"). Such notice shall identify all of the *** with respect to which the Buyer wishes to ***.

(iii) Any *** for which the Buyer has exercised its *** under the conditions set out in this Clause 1 shall be referred to as "***" and the order for such particular Aircraft will be deemed ***, and the terms of Clauses 1 and 3 hereof shall apply.

Any *** for which the Buyer has *** under the conditions set out in this Clause 1 shall remain an Aircraft under the Agreement, and the Buyer's *** with respect to such Aircraft shall lapse.

(iv) Should the Buyer not exercise its *** pursuant to this Clause, the Buyer's *** will lapse with respect to all ***, and the Buyer and ***.

1.2 Should the Buyer exercise its *** with respect to ***, which shall in such case be Aircraft ***, then:

(i) *** made by the Buyer with respect to such ***, and

(ii) the *** advanced under the *** of even date hereof at the *** (as such terms are defined in such Financing Letter Agreement) shall ***.

1.3 Should the Buyer exercise its *** with respect to ***, then *** made by the Buyer with respect to any such ***.

2. ***

2.1 The Seller offers the Buyer the ***, in lieu of the ***, to renounce its *** and *** its firm order for the *** under this Agreement ***, subject to the following terms and conditions:

(i) The *** is only granted to the Buyer with respect to the ***, and for a number of *** that is ***.

(ii) The Buyer will give the Seller a one-time written notice of its desire to exercise its *** in lieu of its ***, on a date falling during the Decision Window. Such notice shall identify all of the *** with respect to which the Buyer wishes to exercise its ***. The Buyer and the Seller shall then formalize the firm order for the *** by way of a purchase agreement (the "***"), subject to Clause 2.2.

(iii) Exercise by the Buyer of its *** with respect to ***.

(iv) Any *** for which the Buyer has exercised its *** under the conditions set out in this Clause 2 shall be referred to as a "*** **Aircraft**" and will be *** and ordered under the ***, subject to the conditions of Clause 2.2 below being met. Should such conditions not be met, the *** Aircraft shall be deemed to be a ***, and the terms and conditions of Clauses 1 and 3 hereof shall apply.

Any *** for which the Buyer has not exercised its *** under the conditions set out in this Clause 2 shall remain an Aircraft under the Agreement, and the Buyer's *** with respect to such Aircraft shall lapse.

(v) Should the Buyer not exercise its *** pursuant to this Clause, the Buyer's *** will lapse with respect to ***, and the Buyer and the Seller will have no more rights or obligations with respect to the ***.

2.2 The *** shall meet the following conditions:

(i) The *** shall enter in full force and effect no later than on ***, and

(ii) The *** shall include applicable commercial conditions agreed between the Buyer and the Seller with respect to the sale by the Seller and the purchase by the Buyer of the ***, and

***

3. A350 ***

3.1 Should the Buyer, at any time and for any reason, have less than *** Aircraft *** under the Agreement *** then, in addition to any other remedies available to Seller under the Agreement, ***

4. ***

Should the Buyer exercise its *** or its *** with respect to any of the *** in accordance with this Letter Agreement, then all *** based on a fleet size of *** A350-900 Aircraft shall be adjusted to reflect the revised fleet size, in a methodologically consistent manner.

5. ASSIGNMENT

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 21 of the Agreement.

6. CONFIDENTIALITY

This Letter Agreement is subject to the terms and conditions of Clause 22.10 of the Agreement.

7. COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Kiran Rao

Its: Deputy to COO Customers
EVP Product Strategy

Accepted and Agreed

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance,
Procurement and Treasurer

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

AIRCRAFT GENERAL TERMS AGREEMENT

AGTA-CAL

between

THE BOEING COMPANY

and

CONTINENTAL AIRLINES, INC.

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AIRCRAFT GENERAL TERMS AGREEMENT AGTA-CAL

between

The Boeing Company

and

Continental Airlines, Inc.

Relating to

BOEING AIRCRAFT

This Aircraft General Terms Agreement AGTA-CAL (AGTA) between The Boeing Company (Boeing) and Continental Airlines, Inc. (Customer) will apply to all Boeing aircraft contracted for purchase from Boeing by Customer after the date shown below except this AGTA will not apply to Boeing aircraft purchased, whether by amendment or otherwise, under contracts between Boeing and Customer that were executed prior to the date shown below.

Article 1. Subject Matter of Sale.

1.1 Aircraft. Boeing will manufacture and sell to Customer and Customer will purchase from Boeing aircraft under purchase agreements which incorporate the terms and conditions of this AGTA.

1.2 Buyer Furnished Equipment. Exhibit A, Buyer Furnished Equipment Provisions Document to this AGTA, contains the obligations of Customer and Boeing with respect to equipment purchased and provided by Customer, which Boeing will receive, inspect, store and install in an aircraft before delivery to Customer. This equipment is defined in Exhibit A as Buyer Furnished Equipment (BFE).

1.3 Customer Support. Exhibit B, Customer Support Document to this AGTA, contains the obligations of Boeing relating to Materials (as defined in Part 3 thereof), training, services and other things in support of aircraft.

1.4 Product Assurance. Exhibit C, Product Assurance Document to this AGTA, contains the obligations of Boeing and the suppliers of equipment installed in each aircraft at delivery relating to warranties, patent indemnities, software copyright indemnities and service life policies.

Article 2. Price, Taxes and Payment.

2.1 Price.

2.1.1 Airframe Price is defined as the price of the airframe for a specific model of aircraft described in a purchase agreement. (For Models 737-600, 737-700 and 737-800, the Airframe Price includes Engine Price.)

2.1.2 Optional Features Prices are defined as the prices for optional features selected by Customer for a specific model of aircraft described in a purchase agreement.

2.1.3 Engine Price is defined as the price set by the engine manufacturer for a specific engine to be installed on the model of aircraft described in a purchase agreement (not applicable to Models 737-600, 737-700 and 737-800).

2.1.4 Aircraft Basic Price is defined as the sum of the Airframe Price, Optional Features Prices and the Engine Price, if applicable.

2.1.5 Escalation Adjustment is defined as the price adjustment to the Airframe Price and the Optional Features Prices (and the Engine Price for Models 737-600, 737-700 and 737-800) resulting from the calculation using the economic price formula contained in Exhibit D, Escalation Adjustment to the AGTA. The price adjustment to the Engine Price for all other models of aircraft will be calculated using the economic price formula in the Engine Escalation Adjustment to the applicable purchase agreement.

2.1.6 Advance Payment Base Price is defined as the estimated price of an aircraft as of the date of signing a purchase agreement for the scheduled month of delivery of such aircraft using commercial forecasts of the Escalation Adjustment.

2.1.7 Aircraft Price is defined as the total amount Customer is to pay for an aircraft at the time of delivery, which is the sum of the Aircraft Basic Price, the Escalation Adjustment and other price adjustments made pursuant to the purchase agreement.

2.2 Taxes.

2.2.1 Taxes are defined as all taxes, fees, charges or duties and any interest, penalties, fines or other additions to tax, including, but not limited to sales, use, value added, gross receipts, stamp, excise, transfer and similar taxes, imposed by any domestic or foreign taxing authority arising out of or in connection with the performance of the applicable purchase agreement or the sale, delivery, transfer or storage of any aircraft, BFE, or other things furnished under the applicable purchase agreement. Except for U.S. federal income taxes and Washington State business and occupation taxes imposed on Boeing or

Boeing's assignee, Customer will be responsible for and pay all Taxes. Customer is responsible for filing all tax returns, reports and declarations and payment of any taxes related to or imposed on BFE.

2.2.2 Reimbursement of Boeing. Customer will promptly reimburse Boeing on demand, net of additional taxes thereon, for any Taxes that are imposed on and paid by Boeing or for which Boeing is responsible for collecting and for which Customer is responsible as set forth above.

2.3 Payment.

2.3.1 Advance Payment Schedule. Customer will make advance payments to Boeing for each aircraft in the amounts and on the dates indicated in the schedule set forth in the applicable purchase agreement.

2.3.2 Payment at Delivery. Customer will pay any unpaid balance of the Aircraft Price at the time of

delivery of each aircraft.

2.3.3 Form of Payment. Customer will make all payments to Boeing by unconditional deposit of United States Dollars in a bank account in the United States designated by Boeing.

2.3.4 Monetary and Government Regulations. Customer is responsible for complying with all monetary control regulations and for obtaining necessary governmental authorizations related to payments.

Article 3. Regulatory Requirements and Certificates.

3.1 Certificates. Boeing will manufacture each aircraft to conform to the appropriate Type Certificate issued by the United States Federal Aviation Administration (FAA) for the specific model of aircraft and will obtain from the FAA and furnish to Customer at delivery of each aircraft either a Standard Airworthiness Certificate or an Export Certificate of Airworthiness issued pursuant to Part 21 of the Federal Aviation Regulations, as appropriate.

3.2 FAA or Applicable Regulatory Authority Manufacturer Changes.

3.2.1 A Manufacturer Change is defined as any change to an aircraft, data relating to an aircraft, or testing of an aircraft required by the FAA or any other United States governmental agency having jurisdiction, to obtain a Standard Airworthiness Certificate or by the country of import and/or registration to obtain an Export Certificate of Airworthiness.

3.2.2 A Manufacturer Change will be incorporated at no charge to Customer unless:

(i) the FAA issues the requirement after the date of the applicable purchase agreement in which case Customer shall pay for any Manufacturer Change which is incorporated into any aircraft which delivers more than 18 months after the date of the purchase agreement or 18 months after the date of the Type Certificate, whichever is later; or

(ii) the requirement is solely necessary to comply with a requirement of the country of import and/or registration, other than the United States.

3.2.3 Customer will pay Boeing's charge for validation of an aircraft required by any governmental agency of the country of import and/or registration, other than the United States.

3.3 FAA Operator Changes.

3.3.1 An Operator Change is defined as a change in equipment that is required by Federal Aviation Regulations which (i) is generally applicable to transport category aircraft to be used in United States certified air carriage and (ii) the required compliance date is on or before the scheduled delivery month of the aircraft.

3.3.2 Boeing will deliver each aircraft with Operator Changes incorporated or, at Boeing's option, with suitable provisions for the incorporation of such equipment and Customer will pay Boeing's applicable charges.

3.4 Export License. If an export license is required by United States law or regulation for any aircraft or any other things delivered under the purchase agreement, it is Customer's obligation to obtain such license. If requested, Boeing will assist Customer in applying for any such export license. Customer will furnish any required supporting documents.

Article 4. Detail Specification; Changes.

4.1 Configuration Changes. The Detail Specification is defined as the Boeing document that describes the configuration of each aircraft purchased by Customer. The Detail Specification for each aircraft may be amended by (i) Boeing to reflect the incorporation of Manufacturer Changes and Operator Changes or (ii) the agreement of the parties. In either case the amendment will describe the particular changes to be made and any effect on design, performance, weight, balance, scheduled delivery month, Aircraft Basic Price, Aircraft Price and Advance Payment Base Price.

4.2 Development Changes. Development Changes are defined as changes to aircraft that do not affect the Aircraft Price or scheduled delivery month, and do not adversely affect guaranteed weight, guaranteed performance or compliance with the interchangeability or replaceability requirements set forth in the applicable Detail Specification. Boeing may, at its option, incorporate Development Changes into the Detail Specification and into an aircraft prior to delivery to Customer.

4.3 Notices. Boeing will promptly notify Customer of any amendments to the Detail Specification.

Article 5. Representatives, Inspection, Demonstration Flights, Test Data and Performance Guarantee Compliance.

5.1 Office Space. Twelve months before delivery of the first aircraft purchased, and continuing until the delivery of the last aircraft on firm order, Boeing will furnish, free of charge, suitable office space and equipment for the accommodation of up to three representatives of Customer in or conveniently located near the assembly plant.

5.2 Inspection. Customer's representatives may inspect each aircraft at any reasonable time provided such inspection does not interfere with Boeing's performance.

5.3 Demonstration Flights. Prior to delivery, Boeing will fly each aircraft not less than 1 1/2 hours and up to 4 hours to demonstrate to Customer the function of the aircraft and its equipment using Boeing's production flight test procedures. Customer may designate up to five representatives to participate as observers.

5.4 Test Data; Performance Guarantee Compliance. Performance Guarantees are defined as the written guarantees in a purchase agreement regarding the operational performance of an aircraft. Boeing will furnish to Customer flight test data obtained on an aircraft of the same model to evidence compliance with the Performance Guarantees. Performance Guarantees will be met if reasonable engineering interpretations and calculations based on the flight test data establish that the particular aircraft being delivered under the applicable purchase agreement would, if actually flown, comply with the guarantees.

5.5 Special Aircraft Test Requirements. Boeing may use an aircraft for flight and ground tests prior to delivery, without reduction in the Aircraft Price, if the tests are considered necessary by Boeing (i) to obtain or maintain the Type Certificate or Certificate of Airworthiness for the aircraft; or (ii) to evaluate potential improvements that may be offered for production or retrofit incorporation.

Article 6. Delivery.

6.1 Notices of Delivery Dates. Boeing will (i) notify Customer of the approximate delivery date of each aircraft at least 30 days before the scheduled month of delivery and (ii) notify Customer of the scheduled delivery date at least 14 days before such date.

6.2 Place of Delivery. Each aircraft will be delivered at a facility selected by Boeing in the State of Washington.

6.3 Bill of Sale. At delivery of an aircraft, Boeing will provide Customer a bill of sale conveying good title, free of encumbrances.

6.4 Delay. If Customer delays acceptance of an aircraft beyond the scheduled delivery date, Customer will reimburse Boeing for all costs incurred by Boeing as a result of the delay.

Article 7. Excusable Delay.

7.1 General. Boeing will not be liable for any delay in the scheduled delivery month of an aircraft or other performance under a purchase agreement caused by: (i) acts of God; (ii) war or armed hostilities; (iii) government acts or priorities; (iv) fires, floods, or earthquakes; (v) strikes or labor troubles causing cessation, slowdown, or interruption of work; or (vi) any other cause to the extent such cause is beyond Boeing's control and not occasioned by Boeing's fault or negligence. A delay resulting from any such cause is defined as an Excusable Delay.

7.2 Notice. Boeing will give written notice to Customer (i) of a delay as soon as Boeing concludes that an aircraft will be delayed beyond the scheduled delivery month due to an Excusable Delay; and (ii) of a revised delivery month based on Boeing's appraisal of the facts.

7.2.1 If after Boeing gives Customer a written notice specifying a revised delivery month Boeing concludes that an aircraft will be further delayed beyond such revised delivery month, Boeing shall provide Customer with a revised written notice specifying a new revised delivery month.

7.2.2 If an Excusable Delay occurs after Boeing has provided Customer with the scheduled delivery date, Boeing will give prompt verbal and written notice to Customer of the delay and of the revised delivery date based on Boeing's appraisal of the facts.

7.3 Anticipated Delay in Delivery of Twelve Months or Less. If the revised delivery month is 12 months or less after the scheduled delivery month, Customer will accept such aircraft when tendered for delivery, subject to the following:

7.3.1 The calculation of the Escalation

Adjustment will be based on the scheduled delivery month.

7.3.2 The advance payment schedule will be adjusted to reflect the revised delivery month.

7.3.3 All other provisions of the applicable purchase agreement, including the BFE on dock dates for the delayed aircraft, are unaffected by an Excusable Delay.

7.4 Anticipated Delay in Delivery of More Than Twelve Months. If the revised delivery month is more than 12 months after the scheduled delivery month, or more than 12 months after a revised delivery month in the case of the occurrence of a second event of Excusable Delay, either party may terminate the applicable purchase agreement with respect to such aircraft within 30 days of the notice. If either party does not terminate the applicable purchase agreement with respect to such aircraft, all terms and conditions of the applicable purchase agreement will remain in effect.

7.5 Aircraft Damaged Beyond Repair. If an aircraft is destroyed or damaged beyond repair for any reason before delivery, Boeing will give written notice to Customer specifying the earliest month possible, consistent with Boeing's other contractual commitments and production capabilities, in which Boeing can deliver a replacement. Customer will have 30 days from receipt of such notice to elect to have Boeing manufacture a replacement aircraft under the same terms and conditions of purchase, except that the calculation of the Escalation Adjustment will be based upon the scheduled delivery month in effect immediately prior to the date of such notice, or, failing such election, the applicable purchase agreement will terminate with respect to such aircraft. Boeing will not be obligated to manufacture a replacement aircraft if reactivation of the production line for the specific model of aircraft would be required.

7.6 Termination. Termination under this Article will discharge all obligations and liabilities of Boeing and Customer with respect to any aircraft and all related undelivered Materials, as defined in Exhibit B, Customer Support Document, training, services and other things terminated under the applicable purchase agreement, except that Boeing will return to Customer, without interest, an amount equal to all advance payments paid by

Customer for the aircraft. If Customer terminates the applicable purchase agreement as to any aircraft pursuant to this Article 7, Boeing may elect, by written notice to Customer within 30 days of such termination, to purchase from Customer any BFE related to the aircraft at the invoice prices paid, or contracted to be paid, by Customer.

7.7 Exclusive Rights. The termination rights in this Article are in substitution for all other rights of termination or any claim arising by operation of law due to delays in performance covered by this Article.

Article 8. Risk Allocation/Insurance.

8.1 Title and Risk with Boeing.

8.1.1 Boeing's Indemnification of Customer. Until transfer of title to an aircraft to Customer, Boeing will indemnify and hold harmless Customer and Customer's observers from and against all claims and liabilities, including all expenses and attorneys' fees incident thereto or incident to establishing the

right to indemnification, for injury to or death of any person(s), including employees of Boeing but not employees of Customer, or for loss of or damage to any property, including an aircraft, arising out of or in any way related to the operation of an aircraft during all demonstration and test flights conducted under the provisions of the applicable purchase agreement, whether or not arising in tort or occasioned by the negligence of Customer or any of Customer's observers.

8.1.2 Definition of Customer. For the purpose of this Article, "Customer" is defined as Continental Airlines, Inc., its divisions, subsidiaries, affiliates, the assignees of each, and their respective directors, officers, employees and agents.

8.2 Insurance.

8.2.1 Insurance Requirements. Customer will purchase and maintain insurance acceptable to Boeing and will provide a certificate of such insurance that names Boeing as an additional insured for any and all claims and liabilities for injury to or death of any person or persons, including employees of Customer but not employees of Boeing, or for loss of or damage to any property, including any aircraft, arising out of or in any way relating to Materials, training, services or other things provided under Exhibit B of the AGTA, which will be incorporated by reference into the applicable purchase agreement, whether or not arising in tort or occasioned by the negligence of Boeing, except with respect to legal liability to persons or parties other than Customer or Customer's assignees arising out of an accident caused solely by a product defect in an aircraft. Customer will provide such certificate of insurance at least thirty (30) days prior to the scheduled delivery of the first aircraft under a purchase agreement. The insurance certificate will reference each aircraft delivered to Customer pursuant to each applicable purchase agreement. Annual renewal certificates will be submitted to Boeing before the expiration of the policy periods. Appendix I states the terms, limits, provisions and coverages required by this Article 8.2.1. The failure of Boeing to demand compliance with this 8.2.1 in any year will not in any way relieve Customer of its obligations hereunder nor constitutes a waiver by Boeing of these obligations.

8.2.2 Noncompliance with Insurance Requirements. If Customer fails to comply with any of the insurance requirements of Article 8.2.1 or if any of the insurers fails to pay a claim covered by the insurance or otherwise fails to meet any of insurer's obligations required by Appendix I, Customer will provide the same protection to Boeing as that required by Article 8.2.1 above.

8.2.3 Definition of Boeing. For purposes of this article, "Boeing" is defined as The Boeing Company, its divisions, subsidiaries, affiliates, assignees of each and their respective directors, officers, employees and agents.

Article 9. Assignment, Resale or Lease.

9.1 Assignment. The applicable purchase agreement is for the benefit of the parties and their respective successors and assigns. No rights or duties of either party may be assigned or delegated, or contracted to be assigned or delegated, without the prior written consent of the other party, except:

9.1.1 Either party may assign its interest to a corporation that (i) results from any merger or reorganization

of such party or (ii) acquires substantially all the assets of such party;

9.1.2 Boeing may assign its rights to receive money; and

9.1.3 Boeing may assign any of its rights and duties to any wholly-owned subsidiary of Boeing, provided that Boeing will remain fully responsible to Buyer for all obligations that Boeing assigns to a wholly-owned subsidiary and Buyer may continue to deal exclusively with Boeing.

9.1.4 Boeing may assign any of its rights and duties with respect to Part 1, Articles 1, 2, 4 and 5 of Exhibit B, Customer Support Document to the AGTA, to the extent it relates to maintenance and flight training, to FlightSafety Boeing Training International L.L.C, provided that Boeing will remain fully responsible to Buyer for all obligations that Boeing assigns to FlightSafety Boeing Training International L.L.C. and Buyer may continue to deal exclusively with Boeing.

9.2 Transfer by Customer at Delivery. Boeing will take any requested action reasonably required for the purpose of causing an aircraft, at time of delivery, to be subject to an equipment trust, conditional sale, lien or other arrangement for Customer to finance the aircraft. However, no such action will require Boeing to divest itself of title to or possession of the aircraft until delivery of and payment for the aircraft.

9.3 Transfer of Unexpired Rights. If, following delivery of an aircraft, Customer sells or leases the aircraft (including any sale and lease back for financing purposes), all of Customer's rights with respect to the aircraft under the applicable purchase agreement will inure to the benefit of the purchaser or lessee of such aircraft, effective upon Boeing's receipt of the written agreement of the purchaser or lessee, in a form reasonably satisfactory to Boeing, to comply with all applicable terms and conditions of the applicable purchase agreement. Sample forms of agreements acceptable to Boeing are attached as Appendices II and III.

9.4 Notice of Sale or Lease After Delivery. Customer will give notice to Boeing as soon as practicable of the sale or lease of an aircraft including in the notice the name of the entity with title and/or possession of such aircraft.

9.5 Exculpatory Clause in Post-Delivery Sale or Lease. If, following the delivery of an aircraft, Customer sells or leases such aircraft and obtains from the transferee any form of exculpatory clause protecting Customer from liability for loss of or damage to the aircraft, and/or related incidental or consequential damages, including without limitation loss of use, revenue or profit, Customer shall obtain for Boeing from the purchaser or lessee the same protection.

9.6 Appointment of Agent - Warranty Claims. If, following delivery of an aircraft, Customer appoints an agent to act directly with Boeing for the administration of claims relating to the warranties under the applicable purchase agreement, Boeing will deal with the agent for that purpose, effective upon Boeing's receipt of the agent's written agreement, in a form satisfactory to Boeing, to comply with all applicable terms and conditions of the applicable purchase agreement. A sample form of agreement acceptable to Boeing is attached as Appendix V.

9.7 No Increase in Boeing Liability. No action taken by Customer or Boeing relating to the resale or lease of an aircraft or the assignment of Customer's rights under the applicable purchase agreement will subject Boeing to any liability beyond that in the applicable purchase agreement or modify in any way Boeing's obligations under the applicable purchase agreement.

Article 10. Termination for Certain Events.

10.1 Termination. If either party

(i) ceases doing business as a going concern, suspends all or substantially all its business operations, or makes an assignment for the benefit of creditors, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts; or

(ii) petitions for or acquiesces in the

(ii) petitions for or acquiesces in the appointment of any receiver, trustee or similar officer to liquidate or conserve its business or any substantial part of its assets; commences any legal proceeding such as bankruptcy, reorganization, readjustment of debt, dissolution or liquidation available for the relief of financially distressed debtors; or becomes the object of any such proceeding, unless the proceeding is dismissed or stayed within a reasonable period, not to exceed 60 days,

the other party may terminate any purchase agreement with respect to any undelivered aircraft, Materials, training, services and other things by giving written notice of termination.

10.2 Repayment of Advance Payments. If Customer terminates the applicable purchase agreement under this Article, Boeing will repay to Customer, without interest, an amount equal to any advance payments received by Boeing from Customer with respect to undelivered aircraft.

Article 11. Notices.

All notices required by this AGTA or by any applicable purchase agreement will be in English, will be effective on the date of receipt and will be transmitted by any customary means of written communication addressed as follows:

Customer: Continental Airlines, Inc.
2929 Allen Parkway
Suite 2010
Houston, TX 77019

Attention: V.P. Fleet Management

Boeing: Boeing Commercial Airplane Group
P.O. Box 3707
Seattle, Washington 98124-2207
U.S.A.

Attention: Vice President - Contracts
Mail Stop 75-38

Article 12. Miscellaneous.

12.1 Government Approval. Boeing and Customer will assist each other in obtaining any governmental consents or approvals required to effect certification and sale of aircraft under the applicable purchase agreement.

12.2 Headings. Article and paragraph headings used in this AGTA and in any purchase agreement are for convenient reference only and are not intended to affect the interpretation of this AGTA or any purchase agreement.

12.3 GOVERNING LAW. THIS AGTA AND ANY PURCHASE AGREEMENT WILL BE INTERPRETED UNDER AND GOVERNED BY THE LAW OF THE STATE OF WASHINGTON, U.S.A., EXCEPT THAT WASHINGTON'S CHOICE OF LAW RULES SHALL NOT BE INVOKED FOR THE PURPOSE OF APPLYING THE LAW OF ANOTHER JURISDICTION.

12.4 Waiver/Severability. Failure by either party to enforce any provision of this AGTA or any purchase agreement will not be construed as a waiver. If any provision of this AGTA or any provision of any purchase agreement are held unlawful or otherwise ineffective by a court of competent jurisdiction, the remainder of the AGTA or the applicable purchase agreement will remain in effect.

12.5 Survival of Obligations. The Articles and Exhibits of this AGTA including but not limited to those relating to insurance, DISCLAIMER AND RELEASE and the EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES will survive termination or cancellation of any purchase agreement or part thereof.

DATED AS OF October 10, 1997

CONTINENTAL AIRLINES, INC. THE BOEING COMPANY

By /s/ Brian Davis By /s/ Gunar O. Clem

Its Vice President Its Attorney in Fact

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EXHIBIT A

to

AIRCRAFT GENERAL TERMS AGREEMENT

AGTA-CAL

between

THE BOEING COMPANY

and

CONTINENTAL AIRLINES, INC.

BUYER FURNISHED EQUIPMENT PROVISIONS DOCUMENT

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BUYER FURNISHED EQUIPMENT PROVISIONS DOCUMENT

The parties acknowledge Boeing intends to implement a new Buyer Furnished Equipment Process for Buyer Furnished Equipment in 1998. New documentation reflecting the new process will be offered to Customers as soon as practicable. It is the intention of the parties to replace this Exhibit with a mutually agreeable new process when such a new process becomes available.

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BUYER FURNISHED EQUIPMENT PROVISIONS DOCUMENT

1. General.

Certain equipment to be installed in the Aircraft is furnished to Boeing by Customer at Customer's expense. This equipment is designated "Buyer Furnished Equipment" (BFE) and is listed in the Detail Specification. Boeing will provide to Customer a BFE Requirements On-Dock/Inventory Document (BFE Document) or an electronically transmitted BFE Report which may be periodically revised, setting forth the items, quantities, on-dock dates and shipping instructions relating to the in sequence installation of BFE as described in the applicable Supplemental Exhibit to this Exhibit A in a purchase agreement at the time of aircraft purchase.

2. Supplier Selection.

Customer will:

2.1 Select and notify Boeing of the suppliers of BFE items by those dates appearing in Supplemental Exhibit BFE1to the applicable purchase agreement at the time of aircraft purchase.

2.2 Meet with Boeing and such selected BFE suppliers promptly after such selection to:

2.2.1 complete BFE configuration design requirements for such BFE; and

2.2.2 confirm technical data submittal dates for BFE certification.

3. Customer's Obligations.

Customer will:

3.1 comply with and cause the supplier to comply with the provisions of the BFE Document or BFE Report;

3.1.1 deliver technical data (in English) to Boeing as required to support installation and FAA certification in accordance with the schedule provided by Boeing or as mutually agreed upon during the BFE meeting referred to above;

3.1.2 deliver BFE including production and/or flight training spares to Boeing in accordance with the quantities and schedule provided therein; and

3.1.3 deliver appropriate quality assurance documentation to Boeing as required with each BFE part (D6-56586, "BFE Product Acceptance Requirements");

3.2 authorize Boeing to discuss all details of the BFE directly with the BFE suppliers;

3.3 authorize Boeing to conduct or delegate to the supplier quality source inspection and supplier hardware acceptance of BFE at the supplier location;

3.3.1 require supplier's contractual compliance to Boeing defined source inspection and supplier delegation programs, including availability of adequate facilities for Boeing resident personnel; and

3.3.2 assure that Boeing identified supplier's quality systems be approved to Boeing document D1-9000;

3.4 use reasonable commercial efforts to obtain from the supplier's thereof, a non-exclusive, perpetual, royalty-free, irrevocable license for Boeing to copy BFE Aircraft Software to enable Boeing to load the software copies in (i) the aircraft's mass storage device (MSD), (ii) media (e.g., diskettes, CD-ROMs, etc.), (iii) the BFE hardware and/or (iv) an intermediate device or other media to facilitate copying of the BFE Aircraft Software into the aircraft's MSD, BFE hardware and/or media, including media as Boeing may deliver to Customer with the aircraft;

3.5 grant Boeing a license, extending the same rights set forth in paragraph 3.4 above, to copy: (i) BFE Aircraft Software and data Customer has modified and/or (ii)) other software and data Customer has added to the BFE Aircraft Software;

3.6 provide necessary field service representation at Boeing's facilities to support Boeing on all issues related to the installation and certification of BFE;

3.7 deal directly with all BFE suppliers to obtain overhaul data, provisioning data, related product support documentation and any warranty provisions applicable to the BFE;

3.8 work closely with Boeing and the BFE suppliers to resolve any difficulties, including defective equipment, that arise;

3.9 be responsible for modifying, adjusting and/or calibrating BFE as required for FAA approval and for all related expenses;

3.10 warrant that the BFE will meet the requirements of the Detail Specification; and

3.11 be responsible for providing equipment which is FAA certifiable at time of Aircraft delivery, or for obtaining waivers from the applicable regulatory agency for non-FAA certifiable equipment.

4. Boeing's Obligations.

Other than as set forth below, Boeing will provide for the installation of and install the BFE and obtain certification of the Aircraft with the BFE installed.

5. Nonperformance by Customer.

If Customer's nonperformance of obligations in this Exhibit or in the BFE Document causes a delay in the delivery of the Aircraft or causes Boeing to perform out-of-sequence or additional work, Customer will reimburse Boeing for all resulting expenses and be deemed to have agreed to any such delay in Aircraft delivery. In addition Boeing will have the right to:

5.1 provide and install specified equipment or suitable alternate equipment and increase the price of the Aircraft accordingly; and/or

5.2 deliver the Aircraft to Customer without the BFE installed.

6. Return of Equipment.

BFE not installed in the Aircraft will be returned to Customer in accordance with Customer's instructions and at Customer's expense.

7. Title and Risk of Loss.

Title to and risk of loss of BFE will at all times remain with Customer or other owner. Boeing will have only such liability for BFE as a bailee for mutual benefit would have, but will not be liable for loss of use.

8. Indemnification of Boeing.

Customer hereby indemnifies and holds harmless Boeing from and against all claims and liabilities, including costs and expenses (including attorneys' fees) incident thereto or incident to successfully establishing the right to indemnification, for injury to or death of any person or persons, including employees of Customer but not employees of Boeing, or for loss of or damage to any property, including any Aircraft, arising out of or in any way connected with any nonconformance or defect in any BFE and whether or not arising in tort or occasioned by the negligence of Boeing. This indemnity will not apply with respect to any nonconformance or defect caused solely by Boeing's installation of the BFE.

9. Patent Indemnity.

Customer hereby indemnifies and holds harmless Boeing from and against all claims, suits, actions, liabilities, damages and costs arising out of any actual or alleged infringement of any patent or other intellectual property rights by BFE or arising out of the installation, sale or use of BFE by Boeing.

10. Definitions.

For the purposes of the above indemnities, the term "Boeing" includes The Boeing Company, its divisions, subsidiaries and affiliates, the assignees of each, and their directors, officers, employees and agents.

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EXHIBIT B

to

AIRCRAFT GENERAL TERMS AGREEMENT

AGTA-CAL

between

THE BOEING COMPANY

and

CONTINENTAL AIRLINES, INC.

CUSTOMER SUPPORT DOCUMENT

This document contains:

Part 1: Maintenance and Flight Training Programs; Operations Engineering Support

Part 2: Field Services and Engineering Support Services

Part 3: Technical Information and Materials

Part 4: Alleviation or Cessation of Performance

Part 5: Protection of Proprietary Information and Proprietary Materials

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CUSTOMER SUPPORT DOCUMENT

PART 1:BOEING MAINTENANCE AND FLIGHT TRAINING PROGRAMS; OPERATIONS ENGINEERING SUPPORT

1. Boeing Training Programs.

1.1 Boeing will provide maintenance training and flight training programs to support the introduction of a specific model

of aircraft into service. The training programs will consist of general and specialized courses and will be described in a Supplemental Exhibit to the applicable purchase agreement.

1.2 Boeing will conduct all training in the Seattle area unless otherwise agreed.

1.3 All training will be presented in the English language. If translation is required, Customer will provide interpreters.

1.4 Customer will be responsible for all living expenses of Customer's personnel. Boeing will transport Customer's personnel between their local lodging and Boeing's training facility.

2. Training Planning Conferences.

Customer and Boeing will conduct planning conferences approximately 12 months before the scheduled delivery month of the first aircraft of a model to define and schedule the maintenance

and flight training programs.

3. Operations Engineering Support.

3.1 As long as an aircraft purchased by Customer from Boeing is operated by Customer in scheduled revenue service, Boeing will provide operations engineering support. Such support will include:

3.1.1 assistance with the analysis and preparation of performance data to be used in establishing operating practices and policies for Customer's operation of aircraft;

3.1.2 assistance with interpretation of the minimum equipment list, the definition of the configuration deviation list and the analysis of individual aircraft performance;

3.1.3 assistance with solving operational problems associated with delivery and route-proving flights;

3.1.4 information regarding significant service items relating to aircraft performance or flight operations; and

3.1.5 if requested by Customer, Boeing will provide operations engineering support during an aircraft ferry flight.

4. Training at a Facility Other Than Boeing's.

If requested by Customer, Boeing will conduct the classroom portions of the maintenance and flight training (except for the Performance Engineer training courses) at a mutually acceptable alternate training site, subject to the following conditions:

4.1 Customer will provide acceptable classroom space, simulators (as necessary for flight training) and training equipment required to present the courses;

4.2 Customer will pay Boeing's then-current per diem charge for each Boeing instructor for each day, or fraction thereof, that the instructor is away from the Seattle area, including travel time;

4.3 Customer will reimburse Boeing for the actual costs of round-trip transportation for Boeing's instructors and the shipping costs of training Materials between the Seattle area and the alternate training site;

4.4 Customer will be responsible for all taxes, fees, duties, licenses, permits and similar expenses incurred by Boeing and its employees as a result of Boeing's providing training at the alternate site or incurred as a result of Boeing providing revenue service training; and

4.5 Those portions of training that require the use of training devices not available at the alternate site will be conducted at Boeing's facility or at some other alternate site.

5. General Terms and Conditions.

5.1 Boeing flight instructor personnel will not be required to work more than 5 days per week, or more than 8 hours in any one 24-hour period, of which not more than 5 hours per 8-hour workday will be spent in actual flying. These foregoing restrictions will not apply to ferry assistance or revenue service

training services, which will be governed by FAA rules and regulations.

5.2 Normal Line Maintenance is defined as line maintenance that Boeing might reasonably be expected to furnish for flight crew training at Boeing's facility, and will include ground support and aircraft storage in the open, but will not include provision of spare parts. Boeing will provide Normal Line Maintenance services for any aircraft while the aircraft is used for flight crew training at Boeing's facility. Customer will provide such services if flight crew training is conducted elsewhere. Regardless of the location of such training, Customer will be responsible for providing all maintenance items (other than those included in Normal Line Maintenance) required during the training, including, but not limited to, fuel, oil, landing fees and spare parts.

5.3 If the training is based at Boeing's facility, and the aircraft is damaged during such training, Boeing will make all necessary repairs to the aircraft as promptly as possible. Customer will pay Boeing's reasonable charge, including the price of parts and materials, for making the repairs. If Boeing's estimated labor charge for the repair exceeds $25,000, Boeing and Customer will enter into an agreement for additional services before beginning the repair work.

5.4 If the flight training is based at Boeing's facility, several airports in the states of Washington, Montana and Oregon, as well as the services of the fixed base operator at Grant County Airport at Moses Lake, Washington, may be used. Unless otherwise agreed in the flight training planning conference, it will be Customer's responsibility to make arrangements for the use of such airports.

5.5 If Boeing agrees to make arrangements on behalf of Customer for the use of airports for flight training, Boeing will pay on Customer's behalf any landing fees charged by any airport used in conjunction with the flight training. At least 30 days before flight training, Customer will provide Boeing an open purchase order against which Boeing will invoice Customer for any landing fees Boeing paid on Customer's behalf. The invoice will be submitted to Customer approximately 60 days after flight training is completed, when all landing fee charges have been received and verified. Customer will pay to Boeing within 30 days of the date of the invoice.

5.6 If requested by Boeing, in order to provide the flight training or ferry flight assistance, Customer will make available to Boeing an aircraft after delivery to familiarize Boeing instructor or ferry flight crew personnel with such aircraft. If flight of the aircraft is required for any Boeing instructor or ferry flight crew member to maintain an FAA license for flight proficiency or landing currency, Boeing will be responsible for the costs of fuel, oil, landing fees and spare parts attributable to that portion of the flight.

5.7 If any part of the training described in paragraph 1.1 of this Exhibit is not used by Customer within 12 months after the delivery of the last aircraft under the relevant purchase agreement, Boeing will not be obligated to provide such training.
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CUSTOMER SUPPORT DOCUMENT

PART 2: FIELD AND ENGINEERING SUPPORT SERVICES

1. Field Service Representation.

Boeing will furnish field service representation to advise Customer with respect to the maintenance and operation of an aircraft (Field Service Representatives).

1.1 Field Service Representatives will be available at a facility designated by Customer beginning before the scheduled delivery month of the first aircraft and ending 12 months after delivery of the last aircraft covered by a specific purchase agreement.

1.2 Customer will provide, at no charge to Boeing, suitable furnished office space and office equipment at the location where Boeing is providing Field Service Representatives. As required, Customer will assist each Field Service Representative with visas, work permits, customs, mail handling, identification passes and formal introduction to local airport authorities.

1.3 Boeing Field Service Representatives are assigned to various airports around the world. Whenever Customer's aircraft are operating through any such airport, the services of Boeing's Field Service Representatives are available to Customer.

2. Engineering Support Services.

Boeing will, if requested by Customer, provide technical advisory assistance for any aircraft and Boeing Product (as defined in Part I of Exhibit C). Technical advisory assistance, provided from the Seattle area or at a base designated by Customer as appropriate, will include:

2.1 Operational Problem Support. If Customer experiences operational problems with an aircraft, Boeing will analyze the information provided by Customer to determine the probable nature and cause of the problem and to suggest possible solutions.

2.2 Schedule Reliability Support. If Customer is not satisfied with the schedule reliability of a specific model of aircraft, Boeing will analyze information provided by Customer to determine the nature and cause of the problem and to suggest possible solutions.

2.3 Maintenance Cost Reduction Support. If Customer is concerned that actual maintenance costs of a specific model of aircraft are excessive, Boeing will analyze information provided by Customer to determine the nature and cause of the problem and to suggest possible solutions.

2.4 Aircraft Structural Repair Support. If Customer is designing structural repairs and desires Boeing's support, Boeing will analyze and comment on Customer's engineering releases relating to structural repairs not covered by Boeing's Structural Repair Manual.

2.5 Aircraft Modification Support. If Customer is designing aircraft modifications and requests Boeing's support, Boeing will analyze and comment on Customer's engineering proposals for changes in, or replacement of, systems, parts, accessories or equipment manufactured to Boeing's detailed design. Boeing will not analyze or comment on any major structural change unless Customer's request for such analysis and comment includes complete detailed drawings, substantiating information (including any

information required by applicable government agencies), all stress or other appropriate analyses, and a specific statement from Customer of the substance of the review and the response requested.

2.6 Facilities, Ground Equipment and Maintenance Planning Support. Boeing will, at Customer's request, evaluate Customer's technical facilities, tools and equipment for servicing and maintaining aircraft, to recommend changes where necessary and to assist in the formulation of an overall maintenance plan.

2.7 Post-Delivery Service Support. Boeing will, at Customer's request, perform work on an aircraft after delivery but prior to the initial departure flight or upon the return of the aircraft to Boeing's facility prior to completion of that flight. In that event the following provisions will apply.

2.7.1 Boeing may rely upon the commitment authority of the Customer's personnel requesting the work.

2.7.2 As title and risk of loss has passed to Customer, the insurance provisions of Article 8.2 of the AGTA apply.

2.7.3 The provisions of the Boeing Warranty in Part 2 of Exhibit C of this AGTA apply.

2.7.4 Customer will pay Boeing for requested work not covered by the Boeing Warranty, if any.

2.7.5 The DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions in Article 12 of Part 2 of Exhibit C of this AGTA apply.

2.8 Additional Services. Boeing may, at Customer's request, provide additional services for an aircraft after delivery, which may include retrofit kit changes (kits and/or information), training, maintenance and repair of aircraft. Such additional services will be subject to a mutually acceptable price, schedule and scope of work. The DISCLAIMER AND RELEASE and the EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions in Article 12 of Part 2 of Exhibit C of this AGTA and the insurance provisions in Article 8.2 of this AGTA will apply to any such work. Title to and risk of loss of any such aircraft will always remain with Customer.

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CUSTOMER SUPPORT DOCUMENT

PART 3: TECHNICAL INFORMATION AND MATERIALS

1. General.

Materials are defined as any and all items that are created by Boeing or a third party, which are provided pursuant to this AGTA, directly or indirectly from Boeing and serve primarily to contain, convey or embody information. Materials may include either tangible embodiments (for example, documents or drawings), or intangible embodiments (for example, software and other electronic forms) of information but excludes Aircraft Software. Aircraft Software is defined as software that is installed on and used in the operation of the aircraft.

Boeing will furnish to Customer certain Materials to support the maintenance and operation of the aircraft at no additional charge to Customer, except as otherwise provided herein.

Such Materials will, if applicable, be prepared generally in accordance with Air Transport Association of America (ATA) Specification No. 100, entitled "Specification for Manufacturers' Technical Data". Materials will be in English and in the units of measure used by Boeing to manufacture an aircraft.

Digitally-produced Materials will, if applicable, be prepared generally in accordance with ATA Specification No. 2100, dated January 1994, "Digital Data Standards for Aircraft Support."

2. Materials Planning Conferences.

Customer and Boeing will conduct planning conferences approximately 12 months before the scheduled delivery month of the first aircraft of a model in order to mutually determine the proper format and quantity of Materials to be furnished to Customer in support of the aircraft.

When available, Customer may select Boeing standard digital format as the delivery medium or, alternatively, Customer may select a reasonable quantity of printed and 16mm microfilm formats. When Boeing standard digital format is selected, Customer may also select up to 5 copies of printed or microfilm format copies, with the exception of the Illustrated Parts Catalog, which will be provided in one selected format only.

3. Information and Materials - Incremental Increase.

Until one year after the month of delivery of the last aircraft covered by a specific purchase agreement, Customer may annually request in writing a reasonable increase in the quantity of Materials with the exception of microfilm master copies, digital formats, and others for which a specified number of copies are provided. Boeing will provide the additional quantity at no additional charge beginning with the next normal revision cycle. Customer may request a decrease in revision quantities at any time.

4. Advance Representative Copies.

All advance representative copies of Materials will be selected by Boeing from available sources. Such advance copies will be for advance planning purposes only.

5. Customized Materials.

All customized Materials will reflect the configuration of each aircraft as delivered.

6. Revisions.

6.1 Revision Service. Boeing will provide revisions free of charge to certain Materials to be identified in the planning conference conducted for a specific model of aircraft, reflecting changes developed by Boeing, as long as Customer operates an aircraft of that model.

6.2 Revisions Based on Boeing Service Bulletin Incorporation. If Boeing receives written notice that Customer intends to incorporate, or has incorporated, any Boeing service bulletin in an aircraft, Boeing will at no charge issue revisions to Materials with revision service reflecting the effects of such incorporation into such aircraft.

7. Computer Software Documentation for Boeing Manufactured Airborne Components and Equipment.

Boeing will provide to Customer a Computer Software Index containing a listing of (i) all programmed airborne avionics components and equipment manufactured by Boeing or a Boeing subsidiary, designed and developed in accordance with Radio Technical Commission for Aeronautics Document No. RTCA/DO-178 dated January 1982, No. RTCA/DO-178A dated March 1985, or later as available, and installed by Boeing in aircraft covered by the applicable purchase agreement and (ii) specific software documents (Software Documentation) available to Customer from Boeing for the listed components and equipment.

Two copies of the Computer Software Index will be furnished to Customer at no charge, with the first aircraft of a model. Revisions to the Computer Software Index applicable to such model of aircraft will be issued to Customer at no charge, as revisions are developed by Boeing for so long as Customer operates the aircraft.

Software Documentation will be provided to Customer upon written request. The charge to Customer for Software Documentation will be Boeing's price to reproduce the Software Documentation requested. Software Documentation will be prepared generally in accordance with ATA Specification No. 102 revised April 20, 1983, "Specification for Computer Software Manual" but Software Documentation will not include, and Boeing will not be obligated to provide, any code (including, but not limited to, original source code, assembled source code, or object code) on computer sensible media.

8. Supplier Technical Data.

8.1 For supplier-manufactured programmed airborne avionics components and equipment classified as Seller Furnished Equipment (SFE) or Seller Purchased Equipment (SPE) which contain computer software designed and developed in accordance with Radio Technical Commission for Aeronautics Document No. RTCA/DO-178 dated January 1982, No. RTCA/DO-178A dated March 1985, or later as available, Boeing will request that each supplier of the components and equipment make software documentation available to Customer in a manner similar to that described in Article 7 above.

8.2 The provisions of this Article will not be applicable to items of BFE.

8.3 Boeing will furnish to Customer a document identifying the terms and conditions of the product support agreements between Boeing and its suppliers requiring the suppliers to fulfill Customer's requirements for information and services in support of the specific model of aircraft.

9. Buyer Furnished Equipment Data.

Boeing will incorporate BFE information into the customized Materials providing Customer makes the information available to Boeing at least nine months prior to the scheduled delivery month of Customer's first aircraft of a specific model. Customer agrees to furnish the information in Boeing standard digital format if Materials are to be delivered in Boeing standard digital format.

10. Materials Shipping Charges.

Boeing will pay the reasonable transportation costs of the Materials. Customer is responsible for any customs clearance charges, duties, and taxes.

11. Customer's Shipping Address.

The Materials furnished to Customer hereunder are to be sent to a single address to be specified. Customer will promptly notify Boeing of any change to the address.
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CUSTOMER SUPPORT DOCUMENT

PART 4: ALLEVIATION OR CESSATION OF PERFORMANCE

Boeing will not be required to provide any Materials, services, training or other things at a facility designated by Customer if any of the following conditions exist:

1. a labor stoppage or dispute in progress involving Customer;

2. [illegible] operations, riots or insurrections

2. wars or warlike operations, riots or insurrections in the country where the facility is located;

3. any condition at the facility which, in the opinion of Boeing, is detrimental to the general health, welfare or safety of its personnel or their families;

4. the United States Government refuses permission to Boeing personnel or their families to enter into the country where the facility is located, or recommends that Boeing personnel or their families leave the country; or

5. the United States Government refuses permission to Boeing to deliver Materials, services, training or other things to the country where the facility is located.

After the location of Boeing personnel at the facility, Boeing further reserves the right, upon the occurrence of any of such events, to immediately and without prior notice to Customer relocate its personnel and their families.

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CUSTOMER SUPPORT DOCUMENT

PART 5: PROTECTION OF PROPRIETARY INFORMATION AND PROPRIETARY MATERIALS

1. General.

Title to all Materials containing, conveying or embodying confidential, proprietary or trade secret information (Proprietary Information) belonging to Boeing or a third party (Proprietary Materials), will at all times remain with Boeing or such third party. Customer will treat all Proprietary Materials and all Proprietary Information in confidence and use and disclose the same only as specifically authorized in this AGTA or the CSGTA, and except to the extent required by law.

2. License Grant.

Boeing grants to Customer a worldwide, non-exclusive, non-transferable license to use and disclose Proprietary Materials in accordance with the terms and conditions of this AGTA. Customer is authorized to make copies of Materials (except for Materials bearing the copyright legend of a third party), and all copies of Proprietary Materials will belong to Boeing and be treated as Proprietary Materials under this AGTA. Customer will preserve all proprietary legends, and all copyright notices on all Materials and insure the inclusion of those legends and notices on all copies.

3. Use of Proprietary Materials and Proprietary Information.

Customer is authorized to use Proprietary Materials and Proprietary Information for the purpose of: (a) operation, maintenance, repair, or modification of Customer's aircraft for which the Proprietary Materials and Proprietary Information have been specified by Boeing and (b) development and manufacture of training devices for use by Customer.

4. Providing of Proprietary Materials to Contractors.

Customer is authorized to provide Proprietary Materials to Customer's contractors for the sole purpose of maintenance, repair, or modification of Customer's aircraft for which the Proprietary Materials have been specified by Boeing. In addition, Customer may provide Proprietary Materials to Customer's contractors for the sole purpose of developing and manufacturing training devices for Customer's use. Before providing Proprietary Materials to its contractor, Customer will first obtain a written agreement from the contractor by which the contractor agrees (a) to use the Proprietary Materials only on behalf of Customer, (b) to be bound by all of the restrictions and limitations of this Part 5, and (c) that Boeing is a third party beneficiary under the written agreement. Customer agrees to provide copies of all such written agreements to Boeing upon request. A sample agreement acceptable to Boeing is attached as Appendix VII.

5. Providing of Proprietary Materials and Proprietary Information to Regulatory Agencies.

When and to the extent required by a government regulatory agency having jurisdiction over Customer or an aircraft, Customer is authorized to provide Proprietary Materials and to disclose Proprietary Information to the agency for use in connection with Customer's operation, maintenance, repair, or modification of such aircraft. Customer agrees to take all reasonable steps to prevent the agency from making any distribution, disclosure, or additional use of the Proprietary Materials and Proprietary Information

provided or disclosed. Customer further agrees to notify Boeing immediately upon learning of any (a) distribution, disclosure, or additional use by the agency, (b) request to the agency for distribution, disclosure, or additional use, or (c) intention on the part of the agency to distribute, disclose, or make additional use of Proprietary Materials or Proprietary Information.

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EXHIBIT C

to

AIRCRAFT GENERAL TERMS AGREEMENT

AGTA-CAL

between

THE BOEING COMPANY

and

CONTINENTAL AIRLINES, INC.

PRODUCT ASSURANCE DOCUMENT

This document contains:

Part 1: Exhibit C Definitions

Part 2: Boeing Warranty

Part 3: Boeing Service Life Policy

Part 4: Supplier Warranty Commitment

Part 5: Boeing Interface Commitment

Part 6: Boeing Indemnities against Patent and Copyright Infringement

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PRODUCT ASSURANCE DOCUMENT

PART 1: EXHIBIT C DEFINITIONS

Authorized Agent - Agent appointed by Customer to perform corrections and to administer warranties (see Appendix VI to the AGTA for a form acceptable to Boeing).

Average Direct Hourly Labor Rate - the average hourly rate (excluding all fringe benefits, premium-time allowances, social charges, business taxes and the like) paid by Customer to its Direct Labor employees.

Boeing Product - any system, accessory, equipment, part or Aircraft Software that is manufactured by Boeing or manufactured to Boeing's detailed design with Boeing's authorization.

Correct - to repair, modify, provide modification kits or replace with a new product.

Correction - a repair, a modification, a modification kit or replacement with a new product.

Corrected Boeing Product - a Boeing Product which is free of defect as a result of a Correction.

Direct Labor - Labor spent by Customer's direct labor employees to remove, disassemble, modify, repair, inspect and bench test a defective Boeing Product, and to reassemble, reinstall a Corrected Boeing Product and perform final inspection.

Direct Materials - Items such as parts, gaskets, grease, sealant and adhesives, installed or consumed in performing a Correction, excluding allowances for administration, overhead, taxes, customs duties and the like.

Source Control Drawing (SCD) - a Boeing document defining specifications for certain Supplier Products.

Supplier - the manufacturer of a Supplier Product.

Supplier Product - any system, accessory, equipment, part or Aircraft Software that is not manufactured to Boeing's detailed design. This includes but is not limited to parts manufactured to a SCD, all standards, and other parts obtained from non-Boeing sources.

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PRODUCT ASSURANCE DOCUMENT

PART 2: BOEING WARRANTY

1. Warranty Applicability.

This warranty applies to all Boeing Products and other items as specified. Additional warranties applicable to Supplier Products are in Part 4. Additional warranties applicable to engines will be provided by Supplemental Exhibits to individual purchase agreements.

2. Warranty.

2.1 Coverage. Boeing warrants that at the time of aircraft delivery:

(i) the aircraft, including all Boeing Products, engines, and Supplier Products will conform to the Detail Specification except for portions stated to be estimates, approximations or design objectives;

(ii) all Boeing Products in the aircraft will be free from defects in material and workmanship, including process of manufacture;

(iii) all Boeing Products in the aircraft will be free from defects in design, including selection of materials and the process of manufacture, in view of the state of the art at the time of design, and

(iv) the workmanship utilized to install Supplier Products, engines and BFE will be free from defects.

2.2 Exceptions. The following conditions do not constitute a defect under this warranty:

(i) conditions resulting from normal wear and tear;

(ii) conditions resulting from acts or omissions of Customer; and

(iii) conditions resulting from failure to properly service and maintain the aircraft.

3. Warranty Periods.

3.1 Warranty. The warranty period begins on the date of aircraft delivery and ends: (i) after 48 months for Boeing aircraft models 777-200, -300 or 737-600, -700, -800, or new aircraft models designed and manufactured with similar, new technology; or, (ii) after 36 months for any other Boeing aircraft model.

3.2 Warranty on Corrected Boeing Products. The warranty period applicable to a Corrected Boeing Product, including the workmanship to Correct and install, resulting from a defect in material or workmanship is the remainder of the warranty period for the defective Boeing Product it replaced. The warranty period for a Corrected Boeing Product resulting from a defect in design is (i) 18 months or the remainder of the initial warranty period, whichever is longer; or (ii) 6 months following the initial installation of the Corrected Boeing Product provided that such time period shall not be greater than 6 months past the initial warranty period, whichever is longer. The 18 month period begins on the date of delivery of the Corrected Boeing Product or date of delivery of the kit or kits furnished to correct the Boeing Product.

3.3 Survival of Warranties. All warranty periods are stated above. The Performance Guarantees will not survive delivery of the aircraft.

4. Remedies.

4.1 Defect Correction. At Customer's option, Boeing will either Correct or reimburse Customer to Correct defects in Boeing Products discovered during the warranty period.

4.2 Warranty Labor Rate. If Customer or its Authorized Agent Corrects a defective Boeing Product, reimbursement to Customer for Direct Labor hours will be provided at Customer's established Warranty Labor Rate. Customer's established Warranty Labor Rate will be the greater of the standard labor rate or 150% of Customer's Average Direct Hourly Rate. The standard labor rate paid by Boeing to its customers is established and published annually. Prior to or concurrently with submittal of Customer's first claim for Direct Labor reimbursement, Customer will notify Boeing of Customer's then-current Average Direct Hourly Labor rate, and thereafter notify Boeing of any material change in such rate. Boeing will require information from Customer to substantiate such rates.

4.3 Warranty Inspections. In addition to the remedies to Correct defects in Boeing Products, Boeing will reimburse Customer for cost of Direct Labor to perform inspections of the aircraft to determine whether or not a covered defect exists in a Boeing Product, provided:

4.3.1 the inspections are recommended by a service bulletin or service letter issued by Boeing during the warranty period; and

4.3.2 such reimbursement will not apply to any inspections performed after a Correction is available to Customer.

4.4 Credit Memorandum Reimbursement. Boeing will make all reimbursements by credit memoranda which may be applied toward the purchase of Boeing goods and services.

4.5 Maximum Reimbursement. Unless previously agreed, the maximum reimbursement for Direct Labor and Direct Materials used to Correct a defective Boeing Product will not exceed 65% of Boeing's then-current sales price for a new replacement Boeing Product or such other percentage as may be mutually established in an AOG situation.

5. Discovery and Notice.

5.1 For a claim to be valid:

(i) the defect must be discovered during the warranty period; and

(ii) Boeing Product Assurance Contracts must receive written notice of the discovery no later than 90 days after expiration of the warranty period. The notice must include sufficient information to substantiate the claim.

5.2 Receipt of Customer's or its Authorized Agent's notice of the discovery of a defect secures Customer's rights to remedies under this Exhibit C, even though a Correction is performed after the expiration of the warranty period.

5.3 Once Customer has given valid notice of the discovery of a defect, a claim should be submitted as soon as practicable after performance of the Correction.

5.4 Boeing may release service bulletins or service letters advising Customer of the availability of certain warranty remedies. When such advice is provided, Customer will be deemed to have fulfilled the requirements for discovery of the defect and submittal of notice under this Exhibit C as of the date specified in the service bulletin or service letter.

6. Filing a Claim.

6.1 Authority to File. Claims may be filed by Customer or its Authorized Agent. Appointment of an Authorized Agent will only be effective upon Boeing's receipt of the Authorized Agent's express written agreement, in a form satisfactory to Boeing, to be bound by and to comply with all applicable terms and conditions of this Aircraft General Terms Agreement.

6.2 Claim Information.

6.2.1 Claimant is responsible for providing sufficient information to substantiate Customer's rights to remedies under this Exhibit C. Boeing may reject a claim for lack of sufficient information. At a minimum, such information must include:

(i) identity of claimant;

(ii) serial or block number of the aircraft on which the defective Boeing Product was delivered;

(iii) part number and nomenclature of defective Boeing Product;

(iv) purchase order number and date of delivery of the defective spare part

(v) description and substantiation of the defect;

(vi) date the defect was discovered; and,

(vii) date the Correction was completed.

6.2.2 Additional information may be required based on the nature of the defect and the remedies requested.

6.3 Boeing Claim Processing.

6.3.1 Any claim for a Boeing Product returned by Customer or its Authorized Agent to Boeing for Correction must accompany the Boeing Product. Any claim not associated with the return of a Boeing Product must be signed and submitted in writing directly by Customer or its Authorized Agent to Boeing Product Assurance Contracts.

6.3.2 Boeing will promptly review the claim and will give notification of claim approval or rejection. If the claim is rejected, Boeing will provide a written explanation and reasonable substantiation of such rejection.

7. Limited Warranty for Certain Materials.

7.1 Boeing warrants that, at the time of delivery, all Materials created by Boeing will be free from errors and defects in media.

7.2 Warranty Periods and Claims. The warranty period with respect to an error or a defect in any Materials created by Boeing begins at delivery of the Materials in which the error or defect is discovered and ends 48 months after delivery of the Materials.

The claimed error or defect must become apparent to Customer within the applicable warranty period, and Boeing Product Assurance Contracts must receive written notice of such error or defect at the earliest practicable time after the error or defect is discovered by Customer, but in no event, later than 90 days after expiration of the applicable warranty period.

7.3 Remedy. Customer's remedy for an error or a defect in media is replacement of the erroneous or defective Materials created by Boeing with Materials free from such error or defect.

8. Corrections Performed by Customer or Its Authorized Agent.

8.1 Facilities Requirements. Customer or its Authorized Agent may, at its option, Correct defective Boeing Products at its facilities, or may subcontract Corrections to a third party contractor certified by Customer's Civil Aviation Authority or the Federal Aviation Authority.

8.2 Technical Requirements. All Corrections done by Customer, its Authorized Agent or a third party contractor must be performed in accordance with Boeing's applicable service manuals, bulletins or other written instructions, using parts and materials furnished or approved by Boeing.

8.3 Reimbursement.

8.3.1 Boeing will reimburse for reasonable costs of Direct Materials and Direct Labor (excluding time expended for overhaul) at Customer's Warranty Labor Rate to Correct a defective Boeing Product. Claims for reimbursement must contain sufficient information to substantiate Direct Labor hours expended and Direct Materials consumed. Customer or its Authorized Agent may be required to produce invoices for materials.

8.3.2 Reimbursement for Direct Labor hours to perform Corrections stated in a service bulletin will be based on

the labor estimates in the service bulletin. Boeing will review the rembursement amount if Customer's actual Direct Labor hours exceed the service bulletin estimates by 25%.

8.3.3 Boeing will reimburse Customer's freight charges associated with a Correction of a defect on a Boeing Product performed by its Authorized Agent or a third party contractor.

8.4 Disposition of Defective Boeing Products Beyond Economical Repair.

8.4.1 A defective Boeing Product with a value of U.S. $2000 or less may be scrapped without notification to Boeing. If such Product has a value greater than U.S. $2000, Customer must obtain confirmation of unrepairability by Boeing's on-site Customer Services Representative prior to scrapping. Confirmation may be in the form of the Representative's signature on Customer's claim or through direct communication between the Representative and Boeing Product Assurance Contracts.

8.4.2 A defective Boeing Product with a value greater than $2000 found to be beyond economical repair will be retained for a period of 60 days from the date Boeing receives Customer's claim unless previously approved to be scrapped as provided in paragraph 8.4.1. Customer may scrape such defective Boeing Product after 60 days. Boeing may request return of such defective Boeing Product during the 60 day period for inspection and confirmation of a defect.

9. Corrections Performed by Boeing.

9.1 Freight Charges. Customer or its Authorized Agent will pay shipping charges to return a Boeing Product to Boeing. Boeing will reimburse Customer or its Authorized Agent for the charge for any item determined to be defective under this AGTA. Boeing will pay shipping charges to return the Corrected Boeing Product.

9.2 Customer Instructions. The documentation shipped with the returned defective Boeing Product may include specific technical instructions for work to be performed on the Boeing Product. The absence of such instructions will evidence Customer's authorization for Boeing to perform all necessary Corrections and work required to return the Boeing Product to a serviceable condition.

9.3 Correction Time Objectives.

9.3.1 Boeing's objective for making Corrections is 10 working days for avionics and electronic Boeing Products, 30 working days for Corrections of other Boeing Products performed at Boeing's facilities, and 40 working days for Corrections of other Boeing Products performed at a Boeing subcontractor's facilities. The objectives are measured from the date Boeing receives the defective Boeing Product and a valid claim to the date Boeing ships the Correction.

9.3.2 If Customer has a critical parts shortage because Boeing has exceeded a Correction time objective and Customer has procured spare Boeing Products for the defective Boeing Product in quantities shown in Boeing's Recommended Spare Parts List (RSPL) as agreed to by Customer, then Boeing will either expedite the Correction or provide a similar Boeing Product on a no charge loan or lease basis until a Corrected Boeing Product is

returned.

9.4 Title Transfer and Risk of Loss.

9.4.1 Title to and risk of loss of any Boeing Product returned to Boeing will at all times remain with Customer or any other title holder of such Boeing Product. While Boeing has possession of the returned Boeing Product, Boeing will have only such liabilities as a bailee for mutual benefit would have, but will not be liable for loss of use.

9.4.2 If a Correction requires shipment of a new Boeing Product, then at the time Boeing ships the new Boeing Product, title to and risk of loss for the returned Boeing Product will pass to Boeing, and title to and risk of loss for the new Boeing Product will pass to Customer.

10. Returning an Aircraft.

10.1 Conditions. An aircraft may be returned to Boeing

10.1 Conditions. An aircraft may be returned to Boeing's facilities for Correction only if:

(i) Boeing and Customer agree a defect exists;

(ii) Customer lacks access to adequate facilities, equipment or qualified personnel to perform the Correction; and

(iii) it is not practical, in Boeing's estimation, to dispatch Boeing personnel to perform the Correction at a remote site.

10.2 Correction Costs. Boeing will perform the Correction at no charge to Customer. Subject to the conditions of Article 10.1, Boeing will reimburse Customer for the costs of fuel, oil and landing fees incurred in ferrying the aircraft to Boeing and back to Customer's facilities. Customer will minimize the length of both flights.

10.3 Separate Agreement. Boeing and Customer will enter into a separate agreement covering return of the aircraft and performance of the Correction. Authorization by Customer for Boeing to perform additional work that is not part of the Correction must be received within 24 hours of Boeing's request. If such authorization is not received within 24 hours, Customer will be invoiced for work performed by Boeing that is not part of the Correction at Boeing's standard rates.

11. Insurance.

The provisions of Article 8.2 "Insurance", of this AGTA, will apply to any work performed by Boeing in accordance with Customer's specific technical instructions, to the extent any legal liability of Boeing is based upon the content of such instructions.

12. Disclaimer and Release; Exclusion of Liabilities.

12.1 DISCLAIMER AND RELEASE. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF BOEING AND THE REMEDIES OF CUSTOMER IN THIS EXHIBIT C ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF BOEING AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST BOEING, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY AIRCRAFT, MATERIALS, TRAINING, SERVICES OR OTHER

THING PROVIDED UNDER THIS AGTA AND THE APPLICABLE PURCHASE AGREEMENT, INCLUDING, BUT NOT LIMITED TO:

(A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS;

(B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;

(C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF BOEING; AND

(D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY AIRCRAFT.

12.2 EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES. BOEING WILL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF BOEING, OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY AIRCRAFT, MATERIALS, TRAINING, SERVICES OR OTHER THING PROVIDED UNDER THIS AGTA AND THE APPLICABLE PURCHASE AGREEMENT.

12.3 Definitions. For the purpose of this Article, "BOEING" or "Boeing" is defined as The Boeing Company, its divisions, subsidiaries, affiliates, the assignees of each, and their respective directors, officers, employees and agents.

PRODUCT ASSURANCE DOCUMENT

PART 3: BOEING SERVICE LIFE POLICY

1. Definitions.

SLP Component - any of the primary structural elements (excluding industry standard parts) of the landing gear, wing, fuselage, vertical or horizontal stabilizer listed in the applicable purchase agreement for a specific model of aircraft that is installed in the aircraft at time of delivery or is

purchased from Boeing by Customer as a spare part. The detailed SLP Component listing will be in Supplemental Exhibit SLP1 to each Purchase Agreement.

2. Service Life Policy.

2.1 SLP Commitment. If a failure or defect is discovered in a SLP Component within the time periods specified in Article 2.2 below, Boeing will, at a price calculated pursuant to Article 3 below, Correct the SLP Component.

2.2 SLP Policy Periods.

2.2.1 The policy period for SLP Components initially installed on an aircraft is 12 years after the date of delivery of the aircraft.

2.2.2 The policy period for SLP Components purchased from Boeing by Customer as spare parts is 12 years from delivery of such SLP Component, or 12 years from delivery of a replacement SLP Component, or 12 years from the date of delivery of

the last aircraft produced by Boeing of a specific model, whichever first expires.

3. Price.

The price that Customer will pay for the Correction of a defective or failed SLP Component will be calculated pursuant to the following formula:

$$P = \frac{CT}{144}$$

where:

P = price to Customer

C = SLP Component sales price at time of Correction

T = total age in months of the defective or failed SLP Component from the date of delivery to Customer to the date of discovery of such condition.

4. Conditions.

Boeing's obligations under this Policy are conditioned upon the following:

4.1 Customer must notify Boeing in writing of the defect or failure within three months after it becomes apparent.

4.2 Customer must provide reasonable evidence that the claimed defect or failure is covered by this Policy and if requested by Boeing, that such defect or failure was not the result of (i) a defect or failure in a component not covered by this Policy, (ii) an extrinsic force, (iii) an act or omission of Customer, or (iv) operation or maintenance contrary to applicable governmental regulations or Boeing's instructions.

4.3 If return of a defective or failed SLP Component is practicable and requested by Boeing, Customer will return such SLP Component to Boeing at Boeing's expense.

4.4 Customer's rights and remedies under this Policy are limited to the receipt of a Correction at prices calculated pursuant to Article 3 above.

5. Disclaimer and Release; Exclusion of Liabilities.

This Part 3 and the rights and remedies of Customer and the obligations of Boeing are subject to the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions of Article 12 of Part 2 of this Exhibit C.

PRODUCT ASSURANCE DOCUMENT

PART 4: SUPPLIER WARRANTY COMMITMENT

1. Supplier Warranties and Supplier Patent and Copyright Indemnities.

Boeing will use diligent efforts to obtain adequate warranties and indemnities against patent and copyright

infringement enforceable by Customer from Suppliers of Supplier Products (except for engines) installed on the aircraft at the time of delivery that were selected and purchased by Boeing, but not manufactured to Boeing's detailed design. Boeing will furnish copies of the warranties and patent and copyright indemnities to Customer in Boeing Document D6-56115, Product Support and Product Assurance Supplier Defined Equipment Information, prior to the scheduled delivery month of the first aircraft under the initial purchase agreement to the AGTA.

2. Boeing Assistance in Administration of Supplier Warranties.

Customer will be responsible for submitting warranty claims directly to Suppliers; however, if Customer experiences problems enforcing any Supplier warranty obtained by Boeing for Customer, Boeing will conduct an investigation of the problem and assist Customer in the resolution of those claims.

3. Boeing Support in Event of Supplier Default.

3.1 If the Supplier defaults in the performance of a material obligation under its warranty, and Customer provides evidence to Boeing that a default has occurred, then Boeing will furnish the equivalent warranty terms as provided by this AGTA.

3.2 At Boeing's request, Customer will assign to Boeing, and Boeing will be subrogated to, Customer's rights against the Supplier provided by the Supplier warranty.

PRODUCT ASSURANCE DOCUMENT

PART 5: BOEING INTERFACE COMMITMENT

1. Interface Problems.

An Interface Problem is defined as a technical problem in the operation of an aircraft or its systems experienced by Customer, the cause of which is not readily identifiable by Customer but which Customer believes to be attributable to the design characteristics of the aircraft or its systems. In the event Customer experiences an Interface Problem, Boeing will, without additional charge to Customer, promptly conduct an investigation and analysis to determine the cause or causes of the Interface Problem. Boeing will promptly advise Customer at the conclusion of its investigation of Boeing's opinion as to the causes of the Interface Problem and Boeing's recommendation as to corrective action.

2. Boeing Responsibility.

If Boeing determines that the Interface Problem is primarily attributable to the design of any Boeing Product, Boeing will Correct the design to the extent of any then-existing obligations of Boeing under the provisions of the applicable Boeing Warranty or Boeing Service Life Policy.

3. Supplier Responsibility.

If Boeing determines that the Interface Problem is primarily attributable to the design of a Supplier Product, Boeing will assist Customer in processing a warranty claim against the Supplier.

4. Joint Responsibility.

If Boeing determines that the Interface Problem is partially attributable to the design of a Boeing Product and partially to the design of a Supplier Product, Boeing will seek a solution to the Interface Problem through the cooperative efforts of Boeing and the Supplier and will promptly advise Customer of the resulting corrective actions and recommendations.

5. General.

Customer will, if requested by Boeing, assign to Boeing any of Customer's rights against any Supplier as Boeing may require to fulfill its obligations hereunder.

6. Disclaimer and Release; Exclusion of Liabilities.

This Part 5 and the rights and remedies of Customer and the obligations of Boeing herein are subject to the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions of Articles 12 of Part 3 of this Exhibit C.

of Article 12 of Part 2 of this Exhibit C.

PRODUCT ASSURANCE DOCUMENT

PART 6: BOEING INDEMNITIES AGAINST PATENT AND COPYRIGHT INFRINGEMENT

1. Indemnity Against Patent Infringement.

Boeing will defend, indemnify and hold harmless Customer with respect to all claims, suits, costs and liabilities arising out of any actual or alleged patent infringement through Customer's use, lease or resale of any aircraft or any Boeing Product installed on an aircraft at delivery.

2. Indemnity Against Copyright Infringement.

Boeing will defend, indemnify and hold harmless Customer with respect to all claims, suits, costs and liabilities arising out of any actual or alleged copyright infringement through Customer's use, lease or resale of any Boeing created Materials and Aircraft Software installed on an aircraft at delivery.

3. Exceptions, Limitations and Conditions.

3.1 Boeing's obligation to indemnify Customer for patent infringement will extend only to infringements in countries which, at the time of the infringement, were party to and fully bound by either (a) Article 27 of the Chicago Convention on International Civil Aviation of December 7, 1944, or (b) the International Convention for the Protection of Industrial Property (Paris Convention).

3.2 Boeing's obligation to indemnify Customer for copyright infringement is limited to infringements in countries which, at the time of the infringement, are members of The Berne Union and recognize computer software as a "work" under The Berne Convention.

3.3 The indemnities provided under this Part 6 will not apply to any (i) BFE, (ii) engines, (iii) Supplier Product (iv) Boeing Product used other than for its intended purpose, or (v) Aircraft Software not created by Boeing.

3.4 Customer must deliver written notice to Boeing (i) within 10 days after Customer first receives notice of any suit or other formal action against Customer and (ii) within 20 days after Customer first receives any other written allegation or written claim of infringement covered by this Part 6.

3.5 At any time, Boeing will have the right at its option and expense to: (i) negotiate with any party claiming infringement, (ii) assume or control the defense of any infringement allegation, claim, suit or formal action, (iii) intervene in any infringement suit or formal action , and/or (iv) attempt to resolve any claim of infringement by replacing an allegedly infringing Boeing Product, Materials or Aircraft Software with a noninfringing equivalent.

3.6 Customer will promptly furnish to Boeing all information, records and assistance within Customer's possession or control which Boeing considers relevant or material to any alleged infringement covered by this Part 6.

3.7 Except as required by a final judgment entered against Customer by a court of competent jurisdiction from which no appeals can be or have been filed, Customer will obtain Boeing's written approval prior to paying, committing to pay, assuming any obligation or making any material concession relative to any infringement covered by these indemnities.

3.8 BOEING WILL HAVE NO OBLIGATION OR LIABILITY UNDER THIS PART 6 FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OF CUSTOMER. THE OBLIGATIONS OF BOEING AND REMEDIES OF CUSTOMER IN THIS PART 6 ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER INDEMNITIES, OBLIGATIONS AND LIABILITIES OF BOEING AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST BOEING, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY ACTUAL OR ALLEGED PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT OR THE LIKE BY ANY AIRCRAFT, AIRCRAFT SOFTWARE, MATERIALS, TRAINING, SERVICES OR OTHER THING PROVIDED UNDER THIS AGTA AND THE APPLICABLE PURCHASE AGREEMENT.

3.9 For the purposes of this Part 6, "BOEING or Boeing" is defined as The Boeing Company, its divisions, subsidiaries, affiliates, the assignees of each and their respective directors, officers, employees and agents.

3.10 For the purposes of this Part 6, "Customer" is

defined as Continental Airlines, Inc, its divisions, subsidiaries, affiliates, the assignees of each and their respective directors, officers, employees and agents.

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EXHIBIT D

to

AIRCRAFT GENERAL TERMS AGREEMENT

AGTA-CAL

between

THE BOEING COMPANY

and

CONTINENTAL AIRLINES, INC.

ESCALATION ADJUSTMENT

AIRFRAME AND OPTIONAL FEATURES

(For Model 737-600, 737-700 and 737-800, Airframe Price Includes the Engine Price)

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EXHIBIT D

ESCALATION ADJUSTMENT

1. Formula.

Airframe and Optional Features price adjustments (Airframe Price Adjustment); are used to allow prices to be stated in current year dollars at the signing of the applicable purchase agreement and to adjust the amount to be paid by Customer at delivery for the effects of economic fluctuation. The Airframe Price Adjustment will be determined at the time of aircraft delivery in accordance with the following formula:

Pa = (P)(L + M - 1)

Where:

Pa = Airframe Price Adjustment. (For Model 737-600, 737-700 and 737-800, the Airframe Price includes the Engine Price.)

L = .65 x ECI / ECIb — where ECIb is the base year index (as set forth in Table 1 of the applicable purchase agreement)

M = .35 x ICI / ICIb — where ICIb is the base year index (as set forth in Table 1 of the applicable purchase agreement)

P = Airframe Price plus Optional Features Price (as set forth in the applicable purchase agreement).

ECI is a value determined using the U.S. Department of Labor, Bureau of Labor Statistics "Employment Cost Index for workers in aerospace manufacturing" (ECI code 3721), calculated by establishing a three-month arithmetic average value (expressed as a decimal and rounded to the nearest tenth) using the values for the fifth, sixth and seventh months prior to the month of scheduled delivery of the applicable aircraft. As the Employment Cost Index values are only released on a quarterly basis, the value released for the month of March will be used for the months of January and February; the value for June used for April and May; the value for September used for July and August; and the value for December used for October and November.

ICI is a value determined using the U.S. Department of Labor, Bureau of Labor Statistics "Producer Prices and Price Index - Industrial Commodities Index ", calculated as a 3-month arithmetic average of the released monthly values (expressed as a decimal and rounded to the nearest tenth) using the values for the 5th, 6th and 7th months prior to the month of scheduled delivery of the applicable aircraft.

As an example, for an aircraft scheduled to be delivered in the month of January, the months June, July and August of the preceding year will be utilized in determining the value of ECI and ICI.

Note: i. In determining the values of L and M, all calculations and resulting values will be expressed as a decimal rounded to the nearest ten-thousandth.

ii. .65 is the numeric ratio attributed to labor in the Airframe Price Adjustment formula.

iii. .35 is the numeric ratio attributed to materials in the Airframe Price Adjustment formula.

iv. The denominators (base year indices) are the actual average values reported by the U.S. Department of Labor, Bureau of Labor Statistics (base year June 1989 = 100). The applicable base year and corresponding denominator will be provided by Boeing in the applicable purchase agreement.

2. Values to be Utilized in the Event of Unavailability.

2.1 If the Bureau of Labor Statistics substantially revises the methodology used for the determination of the values to be used to determine the ECI and ICI values (in contrast to benchmark adjustments or other corrections of previously released values), or for any reason has not released values needed to determine the applicable Airframe Price Adjustment, the parties will, prior to the delivery of any such aircraft, select a substitute from other Bureau of Labor Statistics data or similar data reported by non-governmental organizations. Such substitute will result in the same adjustment, insofar as possible, as would have been calculated utilizing the original values adjusted for fluctuation during the applicable time period. However, if within 24 months after delivery of the aircraft, the Bureau of Labor Statistics should resume releasing values for the months needed to determine the Airframe Price Adjustment, such values will be used to determine any increase or decrease in the Airframe Price Adjustment for the aircraft from that determined at the time of delivery of the aircraft.

2.2 Notwithstanding Article 2.1 above, if prior to the scheduled delivery month of an aircraft the Bureau of Labor Statistics changes the base year for determination of the ECI and ICI values as defined above, such re-based values will be incorporated in the Airframe Price Adjustment calculation.

2.3 In the event escalation provisions are made non-enforceable or otherwise rendered void by any agency of the United States Government, the parties agree, to the extent they may lawfully do so, to equitably adjust the Purchase Price of any affected aircraft to reflect an allowance for increases or decreases in labor compensation and material costs occurring since February, 1995, which is consistent with the applicable provisions of paragraph 1 of this Exhibit D.

Note: i. The values released by the Bureau of Labor Statistics and available to Boeing 30 days prior to the scheduled delivery month of an aircraft will be used to determine the ECI and ICI values for the applicable months (including those noted as preliminary by the Bureau of Labor Statistics) to calculate the Airframe Price Adjustment for the aircraft invoice at the time of delivery. The values will be considered final and no Aircraft Price Adjustments will be made after Aircraft delivery for any subsequent changes in published Index values.

ii. The maximum number of digits utilized in any part of the Airframe Price Adjustment equation will be 4, where rounding of the fourth digit will be increased to the next highest digit when the 5th digit is equal to 5 or greater.

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Listing of Insurance Requirements

The following is a listing of the terms, limits, provisions and coverages required by Article 8.2.1.

ISSUED TO: The Boeing Company
Post Office Box 3707
Mail Stop 13-57
Seattle, Washington 98124
Attn: Manager - Aviation Insurance for
Vice President - Employee Benefits,
Insurance and Taxes

CC: Boeing Commercial Airplane Group
P.O. Box 3707
Mail Stop 75-38
Seattle, Washington 98124-2207
U.S.A.
Attn: Vice President - Contracts

NAMED INSURED: Continental Airlines, Inc.

We hereby certify that in our capacity as Brokers to the Named Insured, the following described insurance is in force on this date:

Insurer Policy No. Participation

POLICY PERIOD: From [date and time of inception of the Policy(ies)] to [date and time of expiration].

GEOGRAPHICAL LIMITS: Worldwide (however, as respects "Aircraft Hull War and Allied Perils" Insurance, as agreed by Boeing).

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AIRCRAFT INSURED: All Boeing manufactured aircraft owned or operated by the Named Insured which are the subject of the following purchase agreement(s), entered into between The Boeing Company and _____ (hereinafter "Aircraft"):

Purchase Agreement No. ____ dated _____
Purchase Agreement No. ____ dated _____

COVERAGES:

1. Aircraft "all risks" Hull (Ground and Flight)
2. Aircraft Hull War and Allied Perils (as per LSW 555, or its successor wording)
3. Airline Liability

Including, but not limited to, Bodily Injury, Property Damage, Aircraft Liability, Liability War Risks, Passenger Legal Liability, Premises/Operations Liability, Completed Operations/Products Liability, Baggage Legal Liability (checked and unchecked), Cargo Legal Liability, Contractual Liability and Personal Injury.

The above-referenced Airline Liability insurance coverage is subject to War and Other Perils Exclusion Clause (AV48B) but all sections, other than section (b) are reinstated as per AV52C, or their successor endorsements.

LIMITS OF LIABILITY:

To the fullest extent of the Policy limits that the Named Insured carries from the time of delivery of the first Aircraft under the first Purchase Agreement listed under "Aircraft Insured" and thereafter at the inception of each policy period, but in any event no less than the following:

Combined Single Limit Bodily Injury and Property Damage: U.S.$ any one occurrence each Aircraft (with aggregates as applicable).

(737-500/600)	US$350,000,000
(737-300/700)	US$400,000,000
(737-400)	US$450,000,000
(737-800)	US$500,000,000
(757-200)	US$450,000,000
(757-300)	US$550,000,000
(767-200)	US$550,000,000
(767-300)	US$700,000,000
(767-400ER)	US$750,000,000
(777-200/300)	US$800,000,000
(777-200X)	US$750,000,000
(777-300X)	US$900,000,000
(747-400)	US$900,000,000

(In regard to all other models and/or derivatives, to be specified by Boeing).

(In regard to Personal Injury coverage, limits are US$25,000,000 any one offense/aggregate.)

DEDUCTIBLES / SELF-INSURANCE

Any deductible and/or self-insurance amount (other than standard market deductibles) are to be disclosed and agreed by Boeing.

SPECIAL PROVISIONS APPLICABLE TO BOEING:

It is certified that Insurers are aware of the terms and conditions of AGTA-CAL and the following purchase agreements:

PA _____ dated _____
PA _____ dated _____
PA _____ dated _____

Each Aircraft manufactured by Boeing which is delivered to the Insured pursuant to the applicable purchase agreement during the period of effectivity of the policies represented by this

Certificate will be covered to the extent specified herein.

Insurers have agreed to the following:

A. In regard to Aircraft "all risks" Hull Insurance and Aircraft Hull War and Allied Perils Insurance, Insurers agree to waive all rights of subrogation or recourse against Boeing in accordance with AGTA-CAL which was incorporated by reference into the applicable purchase agreement.

B. In regard to Airline Liability Insurance, Insurers agree:

(1) To include Boeing as an additional insured in accordance with Customer's undertaking in Article 8.2.1 of AGTA-CAL which was incorporated by reference into the applicable purchase agreement.

(2) To provide that such insurance will be primary and not contributory nor excess with respect to any other insurance available for the protection of Boeing;

(3) To provide that with respect to the interests of Boeing, such insurance shall not be invalidated or minimized by any action or inaction, omission or misrepresentation by the Insured or any other person or party (other than Boeing) regardless of any breach or violation of any warranty, declaration or condition contained in such policies;

(4) To provide that all provisions of the insurance coverages referenced above, except the limits of liability, will operate to give each Insured or additional insured the same protection as if there were a separate Policy issued to each.

C. In regard to all of the above referenced policies:

(1) Boeing will not be responsible for payment, set-off, or assessment of any kind or any premiums in connection with the policies, endorsements or coverages described herein;

(2) If a policy is canceled for any reason whatsoever, or any substantial change is made in the coverage which affects the interests of Boeing or if a policy is allowed to lapse for nonpayment of premium, such cancellation, change or lapse shall not be effective as to Boeing for thirty (30) days (in the case of war risk and allied perils coverage seven (7) days after sending, or such other period as may from time to time be customarily obtainable in the industry) after receipt by Boeing of written notice from the Insurers or the authorized representatives or Broker of such cancellation, change or lapse; and

(3) For the purposes of the Certificate, "Boeing" is defined as The Boeing Company, its divisions, subsidiaries, affiliates, the assignees of each and their respective directors, officers, employees and agents.

Subject to the terms, conditions, limitations and exclusions of the relative policies.

Boeing Commercial Airplane Group
P.O. Box 3707
Seattle, Washington 98124-2207

Attention: Vice President - Contracts
Mail Stop 75-38

Ladies and Gentlemen:

In connection with the sale by Continental Airlines, Inc. (Seller) to _____ (Purchaser) of the aircraft identified below, reference is made to Purchase Agreement No. _____ dated as of _____, 19__, between The Boeing Company (Boeing) and Seller (the Purchase Agreement) under which Seller purchased certain Boeing Model _____ aircraft, including the aircraft bearing Manufacturer's Serial No.(s) _____ (the Aircraft). The Purchase Agreement incorporated by reference Aircraft General Terms Agreement AGTA-CAL (AGTA).

Capitalized terms used herein without definition will have the same meaning as in the Purchase Agreement.

Seller has sold the Aircraft, including in that sale the transfer to Purchaser of all remaining rights related to the Aircraft under the Purchase Agreement. To accomplish this transfer of rights, as authorized by the provisions of the Purchase Agreement:

(1) Purchaser acknowledges it has reviewed the Purchase Agreement and agrees to be bound by and comply with all applicable terms and conditions of the Purchase Agreement, including, without limitation, the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES in Article 12 of Part 2 of Exhibit C to the AGTA and the insurance provisions in Article 8.2 of the AGTA. Purchaser further agrees upon the written request of Boeing, to promptly execute and deliver such further assurances and documents and take such further action as Boeing may reasonably request in order to obtain the full benefits of Purchaser's agreements in this paragraph; and

(2) Seller will remain responsible for any payments due Boeing as a result of obligations relating to the Aircraft incurred by Seller to Boeing prior to the effective date of this letter.
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We request that Boeing acknowledge receipt of this letter and confirm the transfer of rights set forth above by signing the acknowledgment and forwarding one copy of this letter to each of the undersigned.

Very truly yours,

Continental Airlines, Inc. Purchaser

By _____ _____

Its _____ Its _____

Dated _____ Dated _____

Receipt of the above letter is acknowledged and transfer of rights under the Purchase Agreement with respect to the Aircraft is confirmed, effective as of this date.

THE BOEING COMPANY

By _____

Its Attorney-in-Fact

Dated _____

Aircraft Manufacturer's Serial Number _____

<PAGE>
Boeing Commercial Airplane Group
P.O. Box 3707
Seattle, Washington 98124-2207

Attention: Vice President - Contracts
Mail Stop 75-38

Ladies and Gentlemen:

In connection with the lease by # (Lessor) to _____ (Lessee) of the aircraft identified below, reference is made to Purchase Agreement No. ____ dated as of _____, 19__, between

The Boeing Company (Boeing) and Lessor (the Purchase Agreement) under which Lessor purchased certain Boeing Model _____ aircraft, including the aircraft bearing Manufacturer's Serial No.(s) _____ (the Aircraft). The Purchase Agreement incorporated by reference Aircraft General Terms Agreement AGTA-CAL (AGTA).

Capitalized terms used herein without definition will have the same meaning as in the Purchase Agreement.

Lessor has leased the Aircraft, including in that lease the transfer to Lessee of all remaining rights related to the Aircraft under the Purchase Agreement. To accomplish this transfer of rights, as authorized by the provisions of the Purchase Agreement:

(1) Lessor authorizes Lessee to exercise, to the exclusion of Lessor, all rights and powers of Lessor with respect to the remaining rights related to the Aircraft under the Purchase Agreement. This authorization will continue until Boeing receives written notice from Lessor to the contrary, addressed to Vice President - Contracts, Mail Stop 75-38, Boeing Commercial Airplane Group, P.O. Box 3707, Seattle, Washington 98124-2207. Until Boeing receives such notice, Boeing is entitled to deal exclusively with Lessee with respect to the Aircraft under the Purchase Agreement. With respect to the rights and obligations of Lessor under the Purchase Agreement, all actions taken or agreements entered into by Lessee during the period prior to Boeing's receipt of this notice are final and binding on Lessor. Further, any payments made by Boeing as a result of claims made by Lessee will be made to the credit of Lessee.

(2) Lessee accepts the authorization above, acknowledges it has reviewed the Purchase Agreement and agrees to be bound by and comply with all applicable terms and conditions of the Purchase Agreement including, without limitation, the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES in Article 12 of Part 2 of Exhibit C AGTA and the insurance provisions in Article 8.2 of the AGTA. Lessee further agrees, upon the written request of Boeing, to promptly execute and deliver such further assurances and documents and take such further action as Boeing may reasonably request in order to obtain the full benefits of Lessee's agreements in this paragraph.

(3) Lessor will remain responsible for any payments due Boeing

as a result of obligations relating to the Aircraft incurred by Lessor to Boeing prior to the effective date of this Notice.

We request that Boeing acknowledges receipt of this letter and confirm the transfer of rights set forth above by signing the acknowledgment and forwarding one copy of this letter to each of the undersigned.

Very truly yours,

#	Lessee
By _____	By _____
Its _____	Its _____
Dated _____	Dated _____

Receipt of the above letter is acknowledged and transfer of rights under the Purchase Agreement with respect to the Aircraft is confirmed, effective as of this date.

THE BOEING COMPANY

By _____

Its _____

Dated _____

Aircraft Manufacturer's Serial Number _____

Boeing Commercial Airplane Group
P.O. Box 3707
Seattle, Washington 98124-2207

Attention: Vice President - Contracts
Mail Stop 75-38

Ladies and Gentlemen:

1. Reference is made to Purchase Agreement No. ____ dated as of _____, 19__, between The Boeing Company (Boeing) and Continental Airlines, Inc. (Customer) (the Purchase Agreement), under which Customer purchased certain Boeing Model _____ aircraft including the aircraft bearing Manufacturer's Serial No.(s) _____ (the Aircraft). The Purchase Agreement incorporated by reference Aircraft General Terms Agreement AGTA-CAL (AGTA).

Capitalized terms used herein without definition will have the same meaning as in the Purchase Agreement.

To accomplish the appointment of an agent, Customer confirms:

A. Customer has appointed _____ as agent (Agent) to act directly with Boeing with respect to the remaining warranties under the Purchase Agreement with respect to the Aircraft and requests Boeing to treat Agent as Customer for the administration of claims with respect to such warranties;

provided however, Customer remains liable to Boeing to perform the obligations of Customer under the Purchase Agreement.

B. Boeing may continue to deal exclusively with Agent concerning the matters described herein unless and until Boeing receives written notice from Customer to the contrary, addressed to Vice President - Contracts, Mail Stop 75-38, Boeing Commercial Airplane Group, P.O. Box 3707, Seattle, Washington 98124-2207, U.S.A. With respect to the rights and obligations of Customer under the Purchase Agreement, all actions taken by Agent or agreements entered into by Agent relating to the administration of such warranty claims during the period prior to Boeing's receipt of such notice are final and binding on Customer. Further, any payments made by Boeing as a result of claims made by Agent will be made to the credit of Agent unless otherwise specified when each claim is submitted.

C. Customer will remain responsible for any payments due Boeing as a result of obligations relating to the Aircraft incurred by Customer to Boeing prior to the effective date of this Notice.

We request that Boeing acknowledge receipt of this letter and confirm the appointment of Agent as stated above by signing the acknowledgment and forwarding one copy of this letter to each of the undersigned.

Very truly yours,

Continental Airlines, Inc.

By _____

<PAGE>

AGENT'S AGREEMENT

Agent accepts the appointment as stated above, acknowledges it has reviewed the Purchase Agreement and agrees that, in exercising any rights or making any claims thereunder, Agent will be bound by and comply with all applicable terms and conditions of the Purchase Agreement including, without limitation, the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES in Article 12 of Part 2 of Exhibit C to the AGTA. Agent further agrees, upon the written request of Boeing, to promptly execute and deliver such further assurances and documents and take such further action as Boeing may reasonably request in order to obtain the full benefits of the warranties under the Purchase Agreement.

Very truly yours,

Agent

By _____

Its _____

Dated _____

Receipt of the above letter is acknowledged and the appointment of Agent with respect to the above-described rights under the Purchase Agreement is confirmed, effective as of this date.

THE BOEING COMPANY

By _____

Its _____

Dated _____

Aircraft Manufacturer's Serial Number _____
<PAGE>
Boeing Commercial Airplane Group
P.O. Box 3707
Seattle, Washington 98124-2207

Attention: Vice President - Contracts
Mail Stop 75-38

Ladies and Gentlemen:

This Agreement is entered into between _____ (Contractor) and Continental Airlines, Inc. (Customer) and will be effective as of the date stated below.

In connection with Customer's provision to Contractor of certain Materials, Proprietary Materials and Proprietary Information, reference is made to Purchase Agreement No. _____ dated as of _____ , 19___ between The Boeing Company (Boeing) and Customer.

Capitalized terms used herein without definition will have the same meaning as in the Purchase Agreement.

Boeing has agreed to permit Customer to make certain Materials, Proprietary Materials and Proprietary Information relating to Customer's Boeing Model _____ aircraft, Manufacturer's Serial Number _____, Registration No. _____ (the Aircraft) available to Contractor in connection with Customer's contract with Contractor (the Contract) to maintain/repair/modify the Aircraft. As a condition of receiving the Proprietary Materials and Proprietary Information, Contractor agrees as follows:

1. For purposes of this Agreement:

"Aircraft Software" means software that is installed and used in the operation of an Aircraft.

"Materials" are defined as any and all items that are created by Boeing or a third party, which are provided directly or indirectly from Boeing and serve primarily to contain, convey or embody information. Materials may include either tangible embodiments (for example, documents or drawings), or intangible embodiments (for example, software and other electronic forms) of information but excludes Aircraft Software.

"Proprietary Information" means any and all proprietary, confidential and/or trade secret information owned by Boeing or a Third Party which is contained, conveyed or embodied in Proprietary Materials.

"Proprietary Materials" means Materials that contain, convey, or embody Proprietary Information.

"Third Party" means anyone other than Boeing, Customer and Contractor.

2. Boeing has authorized Customer to grant to Contractor a worldwide, non-exclusive, personal and nontransferable license to use Proprietary Materials and Proprietary Information, owned by Boeing, internally in connection with performance of the Contract or as may otherwise be authorized by Boeing in writing. Contractor will keep confidential and protect from disclosure to any person, entity or government agency, including any person or entity affiliated with Contractor, all Proprietary Materials and Proprietary Information, except to the extent such disclosure is required by law. Individual copies of all Materials are provided to Contractor subject to copyrights therein, and all such copyrights are retained by Boeing or, in some cases, by Third Parties. Contractor is authorized to make copies of Materials (except for Materials bearing the copyright legend of a Third Party) provided, however, Contractor preserves the restrictive legends and proprietary notices on all copies. All copies of

legends and proprietary notices on all copies. All copies of Proprietary Materials will belong to Boeing and be treated as Proprietary Materials under this Agreement.

3. Contractor specifically agrees not to use Proprietary Materials or Proprietary Information in connection with the manufacture or sale of any part or design, excluding ground support equipment and related tools that Boeing has specifically designed for Customer use. Unless otherwise agreed with Boeing in writing, Proprietary Materials and Proprietary Information may be used by Contractor only for work on the Aircraft for which such Proprietary Materials have been specified by Boeing. Customer and Contractor recognize and agree that they are responsible for ascertaining and ensuring that all Materials are appropriate for the use to which they are put.

4. Contractor will not attempt to gain access to information by reverse engineering, decompiling, or disassembling any portion of any software provided to Contractor pursuant to this Agreement.

5. Upon Boeing's request at any time, Contractor will promptly return to Boeing (or, at Boeing's option, destroy) all Proprietary Materials, together with all copies thereof and will certify to Boeing that all such Proprietary Materials and copies have been so returned or destroyed.

6. To the extent required by a government regulatory agency having jurisdiction over Contractor, Customer or the Aircraft, Contractor is authorized to provide Proprietary Materials and disclose Proprietary Information to the agency for the agency's use in connection with Contractor's, authorized use of such Proprietary Materials and/or Proprietary Information in connection with Contractor's maintenance, repair, or modification of the Aircraft. Contractor agrees to take reasonable steps to prevent such agency from making any distribution or disclosure, or additional use of the Proprietary Materials and Proprietary Information so provided or disclosed. Contractor further agrees to promptly notify Boeing upon learning of any (i) distribution, disclosure, or additional use by such agency, (ii) request to such agency for distribution, disclosure, or additional use, or (iii) intention on the part of such agency to distribute, disclose, or make additional use of the Proprietary Materials or Proprietary Information.

7. Boeing is a third-party beneficiary under this Agreement, and Boeing may enforce any and all of the provisions of the

Agreement directly against Contractor. Contractor hereby submits to the jurisdiction of the Washington state courts and the United States District Court for the Western District of Washington with regard to any claims Boeing may make under this Agreement. It is agreed that Washington law (excluding Washington's conflict-of-law principles) governs this Agreement.

8. No disclosure or physical transfer by Boeing or Customer to Contractor, of any Proprietary Materials or Proprietary Information covered by this Agreement will be construed as granting a license, other than as expressly set forth in this Agreement or any ownership right in any patent, patent application, copyright or proprietary information.

9. The provisions of this Agreement will apply notwithstanding any markings or legends, or the absence thereof, on any Proprietary Materials.

10. This Agreement is the entire agreement of the parties regarding the ownership and treatment of Proprietary Materials and Proprietary Information, and no modification of this Agreement will be effective as against Boeing unless in writing signed by authorized representatives of Contractor, Customer and Boeing.

11. Failure by either party to enforce any of the provisions of this Agreement will not be construed as a waiver of such provisions. If any of the provision of this Agreement is held unlawful or otherwise ineffective by a court of competent jurisdiction, the remainder of the Agreement will remain in full force.

ACCEPTED AND AGREED TO this

Date: _____, 19___

Continental Airlines, Inc. Contractor

By _____ _____

Its _____ _____

<PAGE>
October 10, 1997
6-1162-GOC-117

Continental Airlines, Inc.
2929 Allen Parkway
Houston, TX 77019

Subject: Special Aircraft General Terms Agreement Provisions

Reference: Aircraft General Terms Agreement (the AGTA) between The Boeing Company (Boeing) and Continental Airlines, Inc. (Customer)

Ladies and Gentlemen:

This Letter Agreement amends and supplements the AGTA. All terms used but not defined in this Letter Agreement have the same meaning as in the AGTA.

Boeing and Customer agree that the following provisions shall apply in lieu of the provisions currently contained in the referenced AGTA.

1. Article 2 - Price, Taxes and Payment

Remove and replace, in their entirety, Articles 2.2.1 and 2.2.2, with the following:

"In addition to the Purchase Price, Customer shall pay to Boeing upon demand, which shall be accompanied by appropriate documentation and invoice, (a) the amount of any sales, use, value added or other similar transfer taxes, together with any penalties, fines or interest thereon (other than any such penalties, fines or interest resulting from the failure of Boeing seasonably to pay any such tax which it has reason to believe is applicable, unless such nonpayment is directed by Customer) imposed by any federal, state or local taxing authority within the United States and the amount of all taxes imposed by any taxing authority outside the United States, required to be paid by Boeing as a result of any sale, use, delivery, storage or transfer of any Aircraft, accessory, equipment, part, Buyer Furnished Equipment (as defined in paragraph 1.2 to the AGTA), services, instructions or data furnished or delivered under any Purchase Agreement incorporating this AGTA, and (b) if any such Purchase Agreement has been assigned as to any Aircraft, pursuant to Article 9.2 of this AGTA, the amount of any other fees, taxes and related penalties, fines or interest thereon (other than any such penalties, fines or interest resulting from the failure of Boeing seasonably to pay any such fee or tax which it has reason to believe is applicable, unless such nonpayment is directed by Customer) imposed by any federal, state or local taxing authority within the United States required to be paid by Boeing as a result of the sale or delivery of any such Aircraft, accessory, equipment, part, Buyer Furnished Equipment, services, instructions or data furnished or delivered under any Purchase Agreement incorporating this AGTA to the assignee. If Boeing has reason to believe that any such tax is applicable, Boeing shall separately state the amount of such tax in its invoice. If claim is made against Boeing for any such tax, Boeing shall promptly notify Customer. If seasonably requested by Customer in writing, Boeing shall, at Customer's expense, take such action as Customer may reasonably direct with respect to such claim, and any payment by Boeing of such tax shall be made under protest, if protest is necessary and proper. If payment is made, Boeing shall, at Customer's expense, take such action as Customer may reasonably direct to recover such payment and shall, if requested, permit Customer in Boeing's name to file a claim or prosecute an action to recover such payment."

2. ***

3. Article 5 - Representatives, Inspection, Demonstration Flights, Test Data and Performance Guarantee Compliance

Revise Article 5.5 - Special Aircraft Test Requirements, to read as follows:

"Boeing and Customer shall mutually agree on the number of aircraft that Boeing may use for flight and ground tests prior to delivery if such tests are deemed necessary by Boeing

(a) to obtain the certificates required under Article 3.1, and

(i) other aircraft of the type purchased under the applicable Purchase Agreement incorporating this AGTA are not available for such tests, or

(ii) special features incorporated in the aircraft (but not incorporated in other aircraft of the type purchased under the applicable Purchase Agreement incorporating this AGTA) necessitate such tests, or

(iii) the Engines (as defined in Exhibit A to the applicable Purchase Agreement) to be installed on the aircraft are of different manufacture or type from those installed on other aircraft of the type purchased under the applicable Purchase Agreement incorporating this AGTA; or

(b) with Customer's prior written consent, to evaluate actual or contemplated changes for the improvement of aircraft of the type purchased under the applicable Purchase Agreement incorporating this AGTA which may be offered for incorporation, in production or by retrofit, in any aircraft.

Customer shall accept delivery of any aircraft used for such flight and ground tests without any reduction in price for depreciation or wear and tear resulting therefrom."

4. ***

5. ***

6. Article 9 - Exculpatory Clause in Post-Delivery Sale or Lease

Revise Article 9.5, Exculpatory Clause in Post-Delivery Sale or Lease, to read as follows:

"If Customer, at any time up to three (3) years following delivery of any Aircraft, sells or leases such Aircraft and obtains from the transferee any exculpatory or indemnity clause protecting Customer, Customer shall include in such clause equal protection for Boeing (as Boeing is defined in Article 12.3 of Part 2 to Exhibit C to the AGTA)."

7. Article 12 - Miscellaneous

Add a new Article 12.6, Amendments, that reads as follows:

"This AGTA may be changed only in writing signed by authorized representatives of Boeing and Customer."

Add a new Article 12.7, Sample Certificates and Forms, that reads as follows:

"The Certificates and Forms attached to this AGTA as Appendix II through Appendix V are samples which illustrate a form that is acceptable to Boeing. The actual form of any required Certificate or Form is subject to future negotiation to establish terms and conditions and Boeing agrees to accept reasonable changes requested by Customer."

8. ***

9. ***

9.3 Warranty Claim Processing. Notwithstanding the provisions of paragraph 6.3.2 of Part 2 of Exhibit C to the AGTA, Boeing agrees to give written disposition of warranty claims to Customer, and acknowledging Customer's request that such written disposition occur within twenty (20) days of receipt of a warranty claim from Customer, Boeing hereby agrees to give best reasonable efforts to provide such disposition within 30 calendar days or 20 business days.

9.4 Correction Time Objective. Revise the last sentence of paragraph 9.2.1 of Part 2 of Exhibit C to the AGTA to read

of paragraph 9.3.1 of Part 2 of Exhibit C to the AGTA to read "The objectives are measured from the date Boeing receives the defective Boeing Product and a valid claim or repair order describing the work to the date Boeing ships the correction."

10. ***

11. Confidential Treatment

Boeing and Customer understand that certain information contained in this Letter Agreement is considered by both parties to be confidential. Boeing and Customer agree that each party will treat this Letter Agreement and the information contained herein as confidential and will not, without the other party's prior written consent, disclose this Letter Agreement or any information contained herein to any other person or entity except (i) as may be required by applicable law or governmental regulations, or (ii) in connection with the financing of the Aircraft in accordance with the requirements of any Purchase Agreement.

Very truly yours,

THE BOEING COMPANY

By /s/ Gunar O. Clem

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: October 10, 1997

CONTINENTAL AIRLINES, INC.

By /s/ Brian Davis

Its Vice President

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

PURCHASE AGREEMENT NUMBER PA-03776

between

THE BOEING COMPANY

and

United Continental Holdings, Inc.

Relating to Boeing Model 737-9 Aircraft

BOEING/UNITED CONTINENTAL HOLDINGS, INC. PROPRIETARY

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Purchase Agreement No. PA-03776

between

The Boeing Company

and

United Continental Holdings, Inc.

This Purchase Agreement No. PA-03776 between The Boeing Company, a Delaware corporation, (**Boeing**) and United Continental Holdings, Inc., a Delaware corporation, (**Customer**) relating to the purchase and sale of Model 737 aircraft together with all tables, exhibits, supplemental exhibits, letter agreements and other attachments thereto, if any, (**Purchase Agreement**) incorporates the terms and conditions (except as specifically set forth below) of the Aircraft General Terms Agreement dated as of July 12, 2012 between the parties, identified as UCH-AGTA (**AGTA**), as amended.

1. Quantity, Model and Description.

The aircraft to be delivered to Customer will be designated as Model 737 aircraft (**Aircraft**). Boeing will manufacture and sell to Customer Aircraft conforming to the configuration described in Exhibit A in the quantities listed in Table 1 to the Purchase Agreement.

2. Delivery Schedule.

The scheduled months of delivery of the Aircraft are listed in the attached Table 1. Exhibit B describes certain responsibilities for both Customer and Boeing in order to accomplish the delivery of the Aircraft.

3. Price.

3.1 Aircraft Basic Price. The Aircraft Basic Price is listed in Table 1 and is subject to escalation in accordance with the terms of this Purchase Agreement.

3.2 Advance Payment Base Prices. The Advance Payment Base Prices listed in Table 1 were calculated using the *** and *** as of the date of this Purchase Agreement escalated at a rate of *** percent (***%) per year to the scheduled delivery year.

4. Payment.

4.1 Upon execution of this Purchase Agreement, Customer will be responsible for payment of a deposit in the amount shown in Table 1 for each Aircraft (**Deposit**).

4.2 The standard advance payment schedule for the Model 737 aircraft requires Customer to make certain advance payments, expressed in a percentage of the Advance Payment Base Price of each Aircraft beginning with a payment of *** percent (***%), less the Deposit, on the effective date of the Purchase Agreement for the Aircraft. Additional advance payments for each Aircraft are due as specified in and on the first business day of the months listed in the attached Table 1.

4.3 For any Aircraft whose scheduled month of delivery is less than *** months from the date of this Purchase Agreement, the total amount of advance payments due for payment upon signing of this Purchase Agreement will include all advance payments which are past due in accordance with the standard advance payment schedule set forth in paragraph 4.2 above.

4.4 Customer will pay the balance of the Aircraft Price of each Aircraft at delivery.

5. Additional Terms.

5.1 Aircraft Information Table. Table 1 consolidates information contained in Articles 1, 2, 3 and 4 with respect to (i) quantity of Aircraft, (ii) applicable Detail Specification, (iii) month and year of scheduled deliveries, (iv) Aircraft Basic Price, (v) applicable escalation factors and (vi) Advance Payment Base Prices and advance payments and their schedules.

5.2 Escalation Adjustment/Airframe and Optional Features. Supplemental Exhibit AE1 contains the applicable airframe and optional features escalation formula.

5.3 Buyer Furnished Equipment Variables. Supplemental Exhibit BFE1 contains supplier selection dates, on dock dates and other variables applicable to the Aircraft.

5.4 Customer Support Variables. Information, training, services and other things furnished by Boeing in support of introduction of the Aircraft into Customer's fleet are described in Supplemental Exhibit CS1.

5.5 Engine Escalation Variables. Supplemental Exhibit EE1 contains the applicable engine escalation formula, the engine warranty *** for the Aircraft, describes the applicable engine escalation formula and contains the engine warranty *** for the Aircraft.

5.6 Service Life Policy Component Variables. Supplemental Exhibit SLP1 lists the SLP Components covered by the Service Life Policy for the Aircraft.

5.7 Public Announcement. Boeing and Customer reserve the right to make a public announcement regarding Customer's purchase of the Aircraft upon approval of their respective press release by the other party's public relations department or other authorized representative.

5.8 Negotiated Agreement; Entire Agreement. This Purchase Agreement, including the provisions of Article 8.2 of the AGTA relating to insurance, and Article 11 of Part 2 of Exhibit C of the AGTA relating to DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, has been the subject of discussion and negotiation and is understood by the parties; the Aircraft Price and other agreements of the parties stated in this Purchase Agreement were arrived at in consideration of such provisions. This Purchase Agreement, including the AGTA, contains the entire agreement between the parties and supersedes all previous proposals, understandings, commitments or representations whatsoever, oral or written, and may be changed only in writing signed by authorized representatives of the parties.

AGREED AND ACCEPTED this

July 12, 2012
Date

THE BOEING COMPANY	UNITED CONTINENTAL HOLDINGS, INC.
/s/ ***	/s/ Gerald Laderman
Signature	Signature
***	Gerald Laderman
Printed name	Printed name
Attorney-in-Fact	Senior Vice President – Finance and Treasurer
Title	Title

Table 1 To
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and Advance Payments

Airframe Model/MTOW:	737-9	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	CFM-LEAP-1B	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$***			
Sub-Total of Airframe and Features:		$***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		$***	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		$***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:		$***			
Seller Purchased Equipment (SPE) Estimate:		$***			
Deposit per Aircraft:		$***			

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): ***	***	***	***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
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Table 1
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and Advance Payments

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Table 1
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and Advance Payments

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Table 1
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and Advance Payments

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***	***	***	***	***	$	***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$	***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$	***	$ ***	$ ***	$ ***	$ ***

Table 1
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): ***	***	***	***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***

Total: 100

* Nominal delivery months *** pursuant to Letter Agreement number UCH-PA-03776-LA-1207643.

Note: The estimated Advance Payment Base Prices have been calculated using a***, and ***, as follows:

***	$***
***	$***
***	$***
***	$***

AIRCRAFT CONFIGURATION

between

THE BOEING COMPANY

and

United Continental Holdings, Inc.

Exhibit A to Purchase Agreement Number PA-03776

BOEING/UNITED CONTINENTAL HOLDINGS, INC. PROPRIETARY

Exhibit A-1

AIRCRAFT CONFIGURATION

Dated TBD

relating to

BOEING MODEL 737-9 AIRCRAFT

The Detail Specification is Boeing document number ***, revision ***, dated as of ***. The content of this Exhibit A-1 will be defined pursuant to the provisions of Letter Agreement UAL-PA-03776-LA-1207643 to the Purchase Agreement, entitled "Open Matters".

BOEING/UNITED CONTINENTAL HOLDINGS, INC. PROPRIETARY

Exhibit A-2

AIRCRAFT CONFIGURATION

Dated TBD

relating to

BOEING MODEL 737-8 AIRCRAFT

The Detail Specification is Boeing document number ***, revision ***, dated as of ***. The content of this Exhibit A-2 will be defined pursuant to the provisions of Letter Agreement UAL-PA-03776-LA-1207643 to the Purchase Agreement, entitled "Open Matters".

BOEING/UNITED CONTINENTAL HOLDINGS, INC. PROPRIETARY

Exhibit A-3

AIRCRAFT CONFIGURATION

Dated TBD

relating to

BOEING MODEL 737-7 AIRCRAFT

The Detail Specification is Boeing document number ***, revision ***, dated as of ***. The content of this Exhibit A-3 will be defined pursuant to the provisions of Letter Agreement UAL-PA-03776-LA-1207643 to the Purchase Agreement, entitled "Open Matters".

AIRCRAFT DELIVERY REQUIREMENTS AND RESPONSIBILITIES

between

THE BOEING COMPANY

and

United Continental Holdings, Inc.

Exhibit B to Purchase Agreement Number PA-03776

BOEING/UNITED CONTINENTAL HOLDINGS, INC. PROPRIETARY

Exhibit B

AIRCRAFT DELIVERY REQUIREMENTS AND RESPONSIBILITIES

relating to

BOEING MODEL 737-9 AIRCRAFT

Both Boeing and Customer have certain documentation and approval responsibilities at various times during the construction cycle of Customer's Aircraft that are critical to making the delivery of each Aircraft a positive experience for both parties. This Exhibit B documents those responsibilities and indicates recommended completion deadlines for the actions to be accomplished.

1. GOVERNMENT DOCUMENTATION REQUIREMENTS.

Certain actions are required to be taken by Customer in advance of the scheduled delivery month of each Aircraft with respect to obtaining certain government issued documentation.

1.1 Airworthiness and Registration Documents. Not later than *** **prior to delivery** of each Aircraft, Customer will notify Boeing of the registration number to be painted on the side of the Aircraft. In addition, and not later than *** **prior to delivery** of each Aircraft, Customer will, by letter to the regulatory authority having jurisdiction, authorize the temporary use of such registration numbers by Boeing during the pre-delivery testing of the Aircraft.

Customer is responsible for furnishing any Temporary or Permanent Registration Certificates required by any governmental authority having jurisdiction to be displayed aboard the Aircraft after delivery.

1.2 Certificate of Sanitary Construction.

1.2.1 U.S. Registered Aircraft. Boeing will obtain from the United States Public Health Service, a United States Certificate of Sanitary Construction to be displayed aboard each Aircraft after delivery to Customer. The above Boeing obligation only applies to commercial passenger-configured aircraft.

1.2.2 Non-U.S. Registered Aircraft. If Customer requires a United States Certificate of Sanitary Construction at the time of delivery of the Aircraft, Customer will give written notice thereof to Boeing at least *** **prior to deliver**y. Boeing will then use commercially reasonable efforts to obtain the Certificate from the United States Public Health Service and present it to Customer at the time of Aircraft delivery. The above Boeing obligation only applies to commercial passenger-configured aircraft.

1.3 Customs Documentation.

1.3.1 Import Documentation. If the Aircraft is intended to be exported from the United States, Customer must notify Boeing not later than *** **prior to delivery** of each Aircraft of any documentation required by the customs authorities or by any other agency of the country of import.

1.3.2 General Declaration - U.S. If the Aircraft is intended to be exported from the United States, Boeing will prepare Customs Form 7507, General Declaration, for execution by U.S. Customs immediately prior to the ferry flight of the Aircraft. For this purpose, Customer will furnish to Boeing not later than *** **prior to delivery** all information required by U.S. Customs and Border Protection, including without limitation (i) a complete crew and passenger list identifying the names, birth dates, passport numbers and passport expiration dates of all crew and passengers and (ii) a complete ferry flight itinerary, including point of exit from the United States for the Aircraft.

If Customer intends, during the ferry flight of an Aircraft, to land at a U.S. airport after clearing Customs at delivery, Customer must notify Boeing not later than *** **prior to delivery** of such intention. If Boeing receives such notification, Boeing will provide to Customer the documents constituting a Customs permit to proceed, allowing such Aircraft to depart after any such landing. Sufficient copies of completed Form 7507, along with passenger manifest, will be furnished to Customer to cover U.S. stops scheduled for the ferry flight.

1.3.3 Export Declaration - U.S. If the Aircraft is intended to be exported from the United States following delivery, and (i) Customer is a non-U.S. customer, Boeing will file an export declaration electronically with U.S. Customs and Border Protection (**CBP**), or (ii) Customer is a U.S. customer, it is the responsibility of the U.S. customer, as the exporter of record, to file the export declaration with CBP.

2. Insurance Certificates.

Unless provided earlier, Customer will provide to Boeing not later than *** **prior to delivery** of the first Aircraft, a copy of the requisite annual insurance certificate in accordance with the requirements of Article 8 of the AGTA.

3. NOTICE OF FLYAWAY CONFIGURATION.

Not later than *** **prior to delivery** of the Aircraft, Customer will provide to Boeing a configuration letter stating the requested "flyaway configuration" of the Aircraft for its ferry flight. This configuration letter should include:

(i) the name of the company which is to furnish fuel for the ferry flight and any scheduled post-delivery flight training, the method of payment for such fuel, and fuel load for the ferry flight;

(ii) the cargo to be loaded and where it is to be stowed on board the Aircraft, the address where cargo is to be shipped after flyaway and notification of any hazardous materials requiring special handling;

(iii) any BFE equipment to be removed prior to flyaway and returned to Boeing BFE stores for installation on Customer's subsequent Aircraft;

(iv) a complete list of names and citizenship of each crew member and non-revenue passenger who will be aboard the ferry flight; and

(v) a complete ferry flight itinerary.

4. DELIVERY ACTIONS BY BOEING.

4.1 Schedule of Inspections. All FAA, Boeing, Customer and, if required, U.S. Customs Bureau inspections will be scheduled by Boeing for completion prior to delivery or departure of the Aircraft. Customer will be informed of such schedules.

4.2 Schedule of Demonstration Flights. All FAA and Customer demonstration flights will be scheduled by Boeing for completion prior to delivery of the Aircraft.

4.3 Schedule for Customer's Flight Crew. Boeing will inform Customer of the date that a flight crew is required for acceptance routines associated with delivery of the Aircraft.

4.4 Fuel Provided by Boeing. Boeing will provide to Customer, without charge, the amount of fuel shown in U.S. gallons in the table below for the model of Aircraft being delivered and full capacity of engine oil at the time of delivery or prior to the ferry flight of the Aircraft.

Aircraft Model	Fuel Provided
737	***

4.5 Flight Crew and Passenger Consumables. Boeing will provide reasonable quantities of food, coat hangers, towels, toilet tissue, drinking cups and soap for the first segment of the ferry flight for the Aircraft.

4.6 Delivery Papers, Documents and Data. Boeing will have available at the time of delivery of the Aircraft certain delivery papers, documents and data for execution and delivery. If title for the Aircraft will be transferred to Customer through a Boeing subsidiary and if the Aircraft will be registered with the FAA, Boeing will pre-position in Oklahoma City, Oklahoma, for filing with the FAA at the time of delivery of the Aircraft an executed original Form 8050-2, Aircraft Bill of Sale, indicating transfer of title to the Aircraft from Boeing's subsidiary to Customer.

4.7 Delegation of Authority. If specifically requested in advance by Customer, Boeing will present a certified copy of a Resolution of Boeing's Board of Directors, designating and authorizing certain persons to act on its behalf in connection with delivery of the Aircraft.

5. DELIVERY ACTIONS BY CUSTOMER.

5.1 Aircraft Radio Station License. At delivery Customer will provide its Aircraft Radio Station License to be placed on board the Aircraft following delivery.

5.2 Aircraft Flight Log. At delivery Customer will provide the Aircraft Flight Log for the Aircraft.

5.3 Delegation of Authority. Customer will present to Boeing at delivery of the Aircraft an original or certified copy of Customer's Delegation of Authority designating and authorizing certain persons to act on its behalf in connection with delivery of the specified Aircraft.

5.4 TSA Waiver Approval. Customer may be required to have an approved Transportation Security Administration (**TSA**) waiver for the ferry flight depending upon the Customer's en-route stop(s) and destination unless the Customer already has a TSA approved security program in place. Customer is responsible for application for the TSA waiver and obtaining TSA approval. Customer will provide a copy of the approved TSA waiver to Boeing upon arrival at the Boeing delivery center.

5.5 Electronic Advance Passenger Information System. Should the ferry flight of an Aircraft leave the United States, the Department of Homeland Security office requires Customer to comply with the Electronic Advance Passenger Information System (**eAPIS**). Customer needs to establish their own account with US Customs and Border Protection in order to file for departure. A copy of the eAPIS forms is to be provided by Customer to Boeing upon arrival of Customer's acceptance team at the Boeing delivery center.

ESCALATION ADJUSTMENT
AIRFRAME AND OPTIONAL FEATURES

between

THE BOEING COMPANY

and

United Continental Holdings, Inc.

Supplemental Exhibit AE1
to Purchase Agreement Number PA-03776

BOEING/UNITED CONTINENTAL HOLDINGS, INC. PROPRIETARY

ESCALATION ADJUSTMENT
AIRFRAME AND OPTIONAL FEATURES

relating to

BOEING MODEL 737-9 AIRCRAFT

1. Formula.

Airframe and Optional Features price adjustments (**Airframe Price Adjustment**) are used to ***to be *** in *** at the signing of this Purchase Agreement and to ***to be ***at ***for the ***of ***. The Airframe Price Adjustment will be ***at the ***of*** in accordance with the following formula:

***

Where:

***= *** (For Models 737-600, 737-700, 737-800, 737-900, 737-900ER, 737-7, 737-8, 737-9, 747-8, 777-200LR, 777-F, and 777-300ER, the *** includes the *** at its basic thrust level.)

= *** plus the *** the (as set forth in Table *** of this Purchase Agreement).

*** *** ***

Where:

*** is the *** (as set forth in Table *** of this Purchase Agreement);

***is a ***determined using the ***, calculated by establishing a *** arithmetic average value (expressed as a decimal and rounded to the nearest tenth) using the values for the *** the month of scheduled delivery of the applicable Aircraft. As the *** values are only released on a *** basis, the value released for the *** will be used for the ***; the value released for the *** will be used for the ***; the value released for the *** will be used for the ***; the value released for the *** will be used for the ***.

*** *** ***

Where:

*** is the *** (as set forth in Table *** of this Purchase Agreement); and

*** is a *** determined using the ***, calculated as a ***arithmetic average of the released monthly values (expressed as a decimal and rounded to the nearest tenth) using the values for the *** the month of scheduled delivery of the applicable Aircraft.

As an example, for an Aircraft scheduled to be delivered in the month of ***, the months of *** of the *** will be utilized in determining the value of *** and ***.

Note:

(i) In determining the values of *** and ***, all calculations and resulting values will be expressed as a decimal rounded to the nearest ten-thousandth.

(ii) *** is the numeric ratio attributed to *** in the Airframe Price Adjustment formula.

(iii) *** is the numeric ratio attributed to *** in the Airframe Price Adjustment formula.

(iv) The *** are the actual average values reported by ***. The actual average values are calculated as a *** arithmetic average of the released monthly values (expressed as a decimal and rounded to the nearest tenth) using the values for the *** the airframe base year. The applicable base year and corresponding denominator is provided by Boeing in Table *** of this Purchase Agreement.

(v) The final value of *** will be rounded to the nearest dollar.

(vi) The *** if it will ***in the ***.

2. Values to be Utilized in the Event of Unavailability.

2.1 If the *** substantially revises the methodology used for the determination of the values to be used to determine the *** and *** values (in contrast to benchmark adjustments or other corrections of previously released values), or for any reason has not released values needed to determine the applicable Airframe Price Adjustment, the parties will, prior to the delivery of any such Aircraft, select a substitute from other *** or ***. Such substitute will result in the same adjustment, insofar as possible, as would have been calculated utilizing the original values adjusted for fluctuation during the applicable time period. However, if within *** months after delivery of the Aircraft, the *** should resume releasing values for the months needed to determine the Airframe Price Adjustment, ***will be used *** or ***in the ***for the *** that ***at the ***of *** of ***.

2.2 Notwithstanding Article 2.1 above, if prior to the scheduled delivery month of an Aircraft the *** changes the *** for determination of the *** and *** values as defined above, such ***will be ***in the ***.

2.3 In the event escalation provisions are made non-enforceable or otherwise rendered void by any agency of the United States Government, the parties agree, to the extent they may lawfully do so, to ***the ***of any ***to *** an ***for *** or *** with the *** of *** of this *** in *** and *** since *** of the *** to the *** in ***.

2.4 If within *** of Aircraft delivery, the published index values are revised due to an acknowledged error by the Bureau of Labor Statistics, the Airframe Price Adjustment will be ***(this does not include those values noted as preliminary by the ***. A *** or *** will be issued *** for the period of original invoice to issuance of *** or ***.

Note:

(i) The values released by *** and available to Boeing *** prior to the first day of the scheduled delivery month of an Aircraft will be used to determine the *** and *** values for the applicable months (including those noted as preliminary by the ***) to calculate the Airframe Price Adjustment for the Aircraft invoice at the time of delivery. The values will be considered final and ***will be ***for any ***in *** subject always to ***.

(ii) The maximum number of digits to the right of the decimal after rounding utilized in any part of the Airframe Price Adjustment equation will be four (4), where rounding of the fourth digit will be increased to the next highest digit when the 5th digit is equal to five (5) or greater.

BUYER FURNISHED EQUIPMENT VARIABLES

relating to

BOEING MODEL 737-9 AIRCRAFT

This Supplemental Exhibit BFE1 contains supplier selection dates, on-dock dates and other requirements applicable to the Aircraft.

1. Supplier Selection.

Customer will:

Select and notify Boeing of the suppliers and part numbers of the following BFE items by the following dates:

Galley System	**No later than *** prior to 1st delivery****
Galley Inserts	**No later than *** prior to 1st delivery****

Seats (passenger)	**No later than *** prior to 1st delivery****
Overhead & Audio System	**No later than *** prior to 1st delivery****
In-Seat Video System	**same as seats**
Miscellaneous Emergency Equipment	**No later than *** prior to 1st delivery****
Cargo Handling Systems* *(Single Aisle Programs only)*	**No later than *** prior to 1st delivery****

* **For a new certification, supplier requires notification *** prior to Cargo Handling System on-dock date.**
** **Actual Supplier Selection dates will be provided *** are available to Customer.**

Customer will enter into initial agreements with the selected Galley System, Galley Inserts, Seats, and In-Seat Video System suppliers **on or before** *** after the above supplier selection dates to actively participate with Customer and Boeing in coordination actions including the Initial Technical Coordination Meeting (**ITCM**).

2. On-dock Dates and Other Information.

On or before ***prior to first delivery**, Boeing will provide to Customer the BFE Requirements electronically through My Boeing Fleet (**MBF** in My Boeing Configuration (**MBC**). These requirements may be periodically revised, setting forth the items, quantities, on-dock dates and shipping instructions and other requirements relating to the in-sequence installation of BFE. For planning purposes, preliminary BFE on-dock dates are set forth below:

For planning purposes, preliminary BFE on-dock dates:

Scheduled Month/Year of Delivery:	Qty	***	***	***	***	***	***	***	***	***	***
2018	***										
2019	***										
2020	***	**Preliminary BFE on-dock dates will be provided when the final monthly delivery positions are provided to Customer.**									
2021	***										
2022	***										
Total	100										

3. Additional Delivery Requirements—Import.

Customer will be the "**importer of record**" (as defined by the U.S. Customs and Border Protection) for all BFE imported into the United States, and as such, it has the responsibility to ensure all of Customer's BFE shipments comply with U.S. Customs Service regulations. In the event Customer requests Boeing, in writing, to act as importer of record for Customer's BFE, and Boeing agrees to such request, Customer is responsible for ensuring Boeing can comply with all U.S. Customs Import Regulations by making certain that, at the time of shipment, all BFE shipments comply with the requirements in the "International Shipment Routing Instructions", including the Customs Trade Partnership Against Terrorism (**C-TPAT**), as set out on the Boeing website referenced below. Customer agrees to include the International Shipment Routing Instructions, including C-TPAT requirements, in each contract between Customer and BFE supplier.

http://www.boeing.com/companyoffices/doingbiz/supplier_portal/index_general.html

CUSTOMER SUPPORT VARIABLES

between

THE BOEING COMPANY

and

UNITED CONTINENTAL HOLDINGS, INC.

Supplemental Exhibit CS1
to Purchase Agreement Number 03776

BOEING / UNITED CONTINENTAL HOLDINGS, INC. PROPRIETARY

CUSTOMER SUPPORT VARIABLES

relating to

BOEING MODEL 737-9 AIRCRAFT

Customer and Boeing will conduct planning conferences approximately *** prior to delivery of the first Aircraft, or as mutually agreed, in order to develop and schedule a *** to be furnished by Boeing in support of the Aircraft.

The customized Customer Services Program will be based upon and equivalent to the entitlements summarized below.

1. Maintenance Training.

1.1 ***

1.2 ***

1.3 ***

1.4 ***

1.5 ***

1.6 Training materials will be provided to each student. In addition, one set of training materials as used in Boeing's training program, including visual aids, Computer Based Training Courseware, instrument panel wall charts, text/graphics, video programs, etc. will be provided for use in Customer's own training program.

2. Flight Training.

2.1 Boeing will provide***to acquaint up to *** with ***Customer's newly-purchased Aircraft and an aircraft of the same model currently operated by Customer.

2.2 Training materials will be provided to each student. In addition, one set of training materials as used in Boeing's training program, including Computer Based Training Courseware, instrument panel wall charts, Flight Attendant Manuals, etc. will be provided for use in Customer's own training program.

3. Planning Assistance.

3.1 Maintenance Engineering. Notwithstanding anything in Exhibit B to the AGTA seemingly to the contrary, Boeing will provide the following Maintenance Engineering support:

3.1.1 Maintenance Planning Assistance. Upon request, Boeing will provide *** to assist with maintenance program development and to provide consulting related to maintenance planning. Consultation with Customer will be based on ground rules and requirements information provided in advance by Customer.

3.1.2 ETOPS Maintenance Planning Assistance. Upon request, Boeing will provide*** to assist with the development of their ETOPS maintenance program and to provide consultation related to ETOPS maintenance planning. Consultation with Customer will be based on ground rules and requirements information provided in advance by the Customer.

3.1.3 GSE/Shops/Tooling Consulting. Upon request, Boeing will provide consulting and data for ground support equipment, maintenance tooling and requirements for maintenance shops. Consultation with Customer will be based on ground rules and requirements information provided in advance by Customer.

3.1.4 Maintenance Engineering Evaluation. Upon request, Boeing will provide *** to evaluate Customer's maintenance and engineering organization for conformance with industry best practices. The result of which will be documented by Boeing in a maintenance engineering evaluation presentation. Customer will be provided with a copy of the maintenance engineering evaluation presentation. Consultation with Customer will be based on ground rules and requirements information provided in advance by Customer.

3.2 Spares.

(i) Recommended Spares Parts List (**RSPL**). A *** RSPL, data and documents will be provided to identify spare parts required for Customer's support program.

(ii) Illustrated Parts Catalog (**IPC**). A *** IPC in accordance with ATA 100 will be provided.

(iii) Provisioning Training. Provisioning training will be provided for Customer's personnel at Boeing's facilities, where documentation and technical expertise are available. Training is focused on the initial provisioning process and *** in the Boeing RSPL.

(iv) Spares Provisioning Conference. A provisioning conference will be conducted, normally at Boeing's facilities where technical data and personnel are available.

4. Technical Data and Documents.

The following will be provided in mutually agreed formats and quantities:

4.1 Flight Operations.

Airplane Flight Manual
Flight Crew Operations Manual
Quick Reference Handbook
Weight and Balance Manual Chapter 1 Control and Loading
Dispatch Deviation Guide

Flight Crew Training Manual

Fault Reporting Manual
FMC Supplemental Data Document
Operational Performance Software
ETOPS Guide Vol. III

4.2 Maintenance.

Aircraft Maintenance Manual
Wiring Diagram Manual
Systems Schematics Manual
Fault Isolation Manual
Structural Repair Manual
Component Maintenance Manual
Standard Overhaul Practices Manual Chapter 20
Standard Wiring Practices Manual
Nondestructive Test Manual
Service Bulletins and Index

Fuel Measuring Stick Manual
Power plant Buildup Manual
Combined Index

All Operators Letters
Structural Item Interim Advisory
Combined Index
Service Letters
Maintenance Tips

4.3 Maintenance Planning.

Maintenance Planning Data Document
Maintenance Task Cards and Index
Airline Maintenance Inspection Intervals

4.4 Spares.

Illustrated Parts Catalog
Standards Books

4.5 Facilities and Equipment Planning.

Maintenance Facilities and Equipment Planning Document
Special Tool & Ground Handling Equipment Drawings & Index

Illustrated Tool and Equipment Manual
Airplane Recovery Document
Airplane Characteristics for Airport Planning Document

Aircraft Rescue and Firefighting Information
Engine Ground Handling Document
ETOPS Configuration, Maintenance and Procedures
ETOPS Guide Vol. I
ETOPS Guide Vol. II

4.6 Supplier Technical Data.

Service Bulletins
Ground Support Equipment List

Component Maintenance Manuals
Overhaul Manual/Component Maintenance Manual Index
Publications Index
Product Support Supplier Directory
Assembly Drawings
Supplier Product Support and Assurance Agreements Documents (Vol. I & II)

4.7 Fleet Statistical Data and Reporting

Fleet reliability views, charts, and reports

Boeing will provide *** for all technical data and documents identified in this section *** Customer. For the Illustrated Parts Catalog, Boeing's ***will ***the ***of the ***, after which time Boeing will provide for up to ***.

5. Aircraft Information.

5.1 **Aircraft Information** is defined as that data provided by Customer to Boeing which falls into one of the following categories: (i) aircraft operational information (including, but not limited to, *** number of aircraft, aircraft registries, landings, and *** for Boeing model aircraft); (ii) summary and detailed *** data; (iii) *** data; (iv) airplane message data, (v) scheduled maintenance data; (vi) service bulletin incorporation; and (vii) aircraft data generated or received by equipment installed on Customer's aircraft in analog or digital form including but not limited to information regarding the state, condition, performance, location, setting, or path of the aircraft and associated systems, sub-systems and components.

5.2 License Grant. To the extent Customer has or obtains rights to Aircraft Information, Customer grants to Boeing a perpetual, world-wide, non-exclusive license to use and disclose Aircraft Information and *** in Boeing data and information and products and services provided Customer identification information as originating from Customer is removed and the Aircraft Information is aggregated if disclosed to *** such that ***will be unable to identify the source of the Aircraft Information. Customer identification information may be retained as necessary for Boeing to provide products and services Customer has requested from Boeing or for Boeing to inform Customer of *** products and services. This grant is in addition to any other grants of rights in the

agreements governing provision of such information to Boeing regardless of whether that information is identified as Aircraft Information in such agreement including any information submitted under the In Service Data Program (ISDP).

For purposes of this article, Boeing is defined as The Boeing Company and its wholly owned subsidiaries.

5.3 Customer will provide Aircraft Information to Boeing through a software feed necessary to support ***. Boeing will provide assistance to Customer under a separate agreement for *** to enable the automated software feed.

ENGINE ESCALATION,
ENGINE WARRANTY AND ***

between

THE BOEING COMPANY

and

UNITED CONTINENTAL HOLDINGS, INC.

Supplemental Exhibit EE1
to Purchase Agreement Number 03776

BOEING / UNITED CONTINENTAL HOLDINGS, INC. PROPRIETARY

ENGINE ESCALATION
ENGINE WARRANTY AND *

relating to

BOEING MODEL 737-9 AIRCRAFT

1. ENGINE ESCALATION.

*** is defined for the 737-600, -700, -800, -900 or -900ER, -7, -8, -9 Aircraft. Pursuant to the AGTA, the *** for these *** are *** and *** in the same manner as the ***.

2. ENGINE WARRANTY AND ***.

Boeing has obtained from CFM International, Inc. (or CFM International, S.A., as the case may be) (**CFM**) the right to extend to ***the ***of CFM's warranty as set forth below ***; subject, however, to *** acceptance of the conditions set forth herein. Accordingly, ***to ***and ***the*** as hereinafter set forth, and such *** all CFM56-7 and CFM-LEAP-1B type Engines (including all Modules and Parts thereof) installed in the Aircraft at the time of delivery or purchased from Boeing by Customer for support of the Aircraft except that, if Customer and CFM have executed, or hereafter execute, a General Terms Agreement, then the terms of that Agreement shall be substituted for and supersede the provisions of paragraphs 2.1 through 2.10 below and paragraphs 2.1 through 2.10 below shall be of no force or effect and neither Boeing nor CFM shall have any obligation arising therefrom. In consideration for ***of the *** to ***hereby *** and *** and ***the ***or ***such CFM56-7 and CFM-LEAP-1B type Engines and***and ***. In addition, ***hereby***and *** and ***of the ***such CFM56-7 and CFM-LEAP-1B type Engines *** or *** between ***and***and ***hereby***.

2.1 Title. CFM warrants that at the date of delivery, CFM has legal title to and good and lawful right to sell its CFM56-7 and CFM-LEAP1B type Engine and Products and furthermore warrants that such title is free and clear of all claims, liens and encumbrances of any nature whatsoever.

2.2 Patents.

2.2.1 ***shall*** and ***or ***as ***on a ***or***an***of***and shall *** and ***therein***. This paragraph shall *** to ***or***to***or to the ***. As to such *** or *** for ***.

2.2.2 *** hereunder is conditioned upon Customer promptly notifying ***and giving *** and *** for the ***. In case ***to***and the use of ***, at its ***and at its ***, either ***for***the *** to ***or*** and ***or *** the***so it ***and ***. The foregoing shall constitute the ***and the ***.

2.2.3 The above provisions also apply to products which are the same as those covered by this Agreement and are delivered to Customer as part of the installed equipment on CFM56-7 and CFM-LEAP-1B powered Aircraft.

2.3 Initial Warranty. CFM warrants that CFM56-7 and CFM-LEAP-1B Engine products will conform to CFM's applicable specifications *** prior to Customer's initial use of such products.

2.4 ***

2.4.1 *** by ***and agreed***CFM*** CFM will***by***to***or to other ***. *** will be ***to the ***and will ***to ***to be ***and ***with all the *** and ***including the ***applicable to ***.

2.4.2 Any warranties set forth herein shall not be transferable to a third party, merging company or an acquiring entity of Customer.

2.4.3 In the event Customer is merged with, or acquired by, another aircraft operator which has a general terms agreement with CFM, *** as set forth herein shall apply to ***.

2.5 New Engine Warranty.

2.5.1 CFM warrants each new Engine and Module against *** for the initial *** Flight Hours as follows:

(i) Parts *** for any ***.

(ii) *** for *** and *** of any new Engine Part will be ***.

(iii) Such *** will be: *** percent (***%) from new to *** (***) Flight Hours and decreasing pro rata from *** percent (***%) at *** (***) Flight Hours to *** percent (***%) at *** (***) Flight Hours.

2.5.2 As an alternative to the above allowances, CFM shall, upon request of Customer:

(i) Arrange to have the failed Engines and Modules repaired, as appropriate, at a facility designated by CFM *** for the *** Flight Hours and *** (***%) *** Flight Hours to *** percent (***%) ***.

(ii) Transportation to and from the designated facility shall be at *** expense.

2.6 New Parts Warranty. In addition to the warranty granted for new Engines and new Modules, CFM warrants Engine and Module Parts as follows:

2.6.1 During the first *** (***) Flight Hours for such Parts and Expendable Parts, *** will grant *** percent (***%) *** or *** for repair labor for failed Parts.

2.6.2 *** will grant a pro rata *** for Scrapped Parts decreasing from *** percent (***%) at *** (***) Flight Hours Part Time to *** percent (***%) at the applicable hours designated in Table 1.

2.7 Ultimate Life Warranty.

2.7.1 CFM warrants Ultimate Life limits on the following Parts: ***

2.7.2 *** will grant a pro rata *** decreasing from *** percent (***%) when new to *** percent at *** (***) Flight Hours or (***) Flight Cycles, whichever comes earlier. *** will be granted only when *** by a CFM or a U.S. and/or French Government imposed Ultimate Life limitation of less than (***) Flight Hours or (***) Flight Cycles.

2.8 ***.

2.8.1 A *** will be declared by CFM when a *** introduction, ***, or *** replacement of an Engine or Module is *** CFM Service Bulletin or FAA Airworthiness Directive. *** may also be declared for CFM Service Bulletins requesting *** no later than the next Engine or Module shop visit. *** will *** following Parts ***:

Engines and Modules

(i) *** percent (***%) for Parts in inventory or removed from service when new or *** Flight Hours or less total Part Time.

(ii) ***percent (***%) for Parts in inventory or removed from service with over *** (***) Flight Hours since new, regardless of warranty status.

2.8.2 ***—*** will grant *** percent (***%) *** for *** of CFM supplied Engines, Modules, or Parts therefore when such action is required to comply with a *** CFM Service Bulletin or FAA Airworthiness Directive. A *** will be granted by *** for other

action is required to comply with a CFM Service Bulletin or FAA Airworthiness Directive. A will be granted by for other CFM issued Service Bulletins if so specified in such Service Bulletins.

2.8.3 Life Controlled Rotating Parts retired by Ultimate Life limits including FAA and/or EASA Airworthiness Directive, are excluded from Campaign Change Warranty.

2.9 Limitations. THE PROVISIONS SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED. THERE ARE NO IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY. SAID PROVISIONS SET FORTH THE MAXIMUM LIABILITY OF CFM WITH RESPECT TO CLAIMS OF ANY KIND, INCLUDING NEGLIGENCE, ARISING OUT OF MANUFACTURE, SALE, POSSESSION, USE OR HANDLING OF THE PRODUCTS OR PARTS THEREOF OR THEREFORE, AND IN NO EVENT SHALL CFM'S LIABILITY TO CUSTOMER EXCEED THE PURCHASE PRICE OF THE PRODUCT GIVING RISE TO CUSTOMER'S CLAIM OR INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES.

2.10 Indemnity and Contribution.

2.10.1 IN THE EVENT *** FOR DAMAGES OF THE TYPE LIMITED OR EXCLUDED IN LIMITATIONS, PARAGRAPH 2.9. ABOVE, *** SHALL INDEMNIFY AND HOLD *** HARMLESS FROM AND AGAINST ANY CLAIM BY OR LIABILITY TO

SUCH THIRD PARTY FOR CONTRIBUTION OR INDEMNITY, INCLUDING COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) INCIDENT THERETO OR INCIDENT TO ESTABLISHING SUCCESSFULLY THE RIGHT TO INDEMNIFICATION UNDER THIS PROVISION. THIS INDEMNITY SHALL APPLY WHETHER OR NOT SUCH DAMAGES WERE OCCASIONED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OF CFM, WHETHER ACTIVE, PASSIVE OR IMPUTED.

2.10.2 *** SHALL INDEMNIFY AND HOLD *** HARMLESS FROM ANY DAMAGE, LOSS, CLAIM, AND LIABILITY OF ANY KIND (INCLUDING EXPENSES OF LITIGATION AND ATTORNEYS' FEES) FOR PHYSICAL INJURY TO OR DEATH OF ANY PERSON, OR FOR PROPERTY DAMAGE OF ANY TYPE, ARISING OUT OF THE ALLEGED DEFECTIVE NATURE OF ANY PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, TO THE EXTENT THAT THE PAYMENTS MADE OR REQUIRED TO BE MADE BY *** EXCEED ITS ALLOCATED SHARE OF THE TOTAL FAULT OR LEGAL RESPONSIBILITY OF ALL PERSONS ALLEGED TO HAVE CAUSED SUCH DAMAGE, LOSS, CLAIM, OR LIABILITY BECAUSE OF A LIMITATION OF LIABILITY ASSERTED BY *** OR BECAUSE *** DID NOT APPEAR IN AN ACTION BROUGHT AGAINST ***. *** OBLIGATION TO INDEMNIFY *** HEREUNDER SHALL BE APPLICABLE AT SUCH TIME AS *** IS REQUIRED TO MAKE PAYMENT PURSUANT TO A FINAL JUDGEMENT IN AN ACTION OR PROCEEDING IN WHICH *** WAS A PARTY, PERSONALLY APPEARED, AND HAD THE OPPORTUNITY TO DEFEND ITSELF. THIS INDEMNITY SHALL APPLY WHETHER OR NOT *** LIABILITY IS OTHERWISE LIMITED.

SERVICE LIFE POLICY COMPONENTS

between

THE BOEING COMPANY

and

UNITED CONTINENTAL HOLDINGS, INC.

Supplemental Exhibit SLP1
to Purchase Agreement Number PA-03776

BOEING/UNITED CONTINENTAL HOLDINGS, INC. PROPRIETARY

SERVICE LIFE POLICY COMPONENTS

relating to

BOEING MODEL 737-9 AIRCRAFT

This is the listing of SLP Components for the Aircraft which relate to Part 3, Boeing Service Life Policy of Exhibit C, Product Assurance Document to the AGTA and is a part of Purchase Agreement No. PA-03776.

1. Wing.

(i) Upper and lower wing skins and stiffeners between the forward and rear wing spars.

(ii) Wing spar webs, chords and stiffeners.

(iii) Inspar wing ribs.

(iv) Inspar splice plates and fittings.

(v) Main landing gear support structure.

(vi) Wing center section lower beams, spanwise beams and floor beams, but not the seat tracks attached to floor beams.

(vii) Wing-to-body structural attachments.

(viii) Engine strut support fittings attached directly to wing primary structure.

(ix) Support structure in the wing for spoilers and spoiler actuators; for aileron hinges and reaction links; and for leading edge devices and trailing edge flaps.

(x) Trailing edge flap tracks and carriages.

(xi) Aileron leading edge device and trailing edge flap internal, fixed attachment and actuator support structure.

2. Body.

(i) External surface skins and doublers, longitudinal stiffeners, longerons and circumferential rings and frames between the forward pressure bulkhead and the vertical stabilizer rear spar bulkhead and structural support and enclosure for the APU but excluding all system components and related installation and connecting devices, insulation, lining, and decorative panels and related installation and connecting devices.

(ii) Window and windshield structure but excluding the windows and windshields.

(iii) Fixed attachment structure of the passenger doors, cargo doors and emergency exits, excluding door mechanisms and movable hinge components. Sills and frames around the body openings for the passenger doors, cargo doors and emergency exits, excluding scuff plates and pressure seals.

(iv) Nose wheel well structure, including the wheel well walls, pressure deck, bulkheads, and gear support structure.

(v) Main gear wheel well structure including pressure deck and landing gear beam support structure.

(vi) Floor beams and support posts in the control cab and passenger cabin area, but excluding seat tracks.

(vii) Forward and aft pressure bulkheads.

(viii) Keel structure between the wing front spar bulkhead and the main gear wheel well aft bulkhead including splices.

(ix) Wing front and rear spar support bulkheads, and vertical and horizontal stabilizer front and rear spar support bulkheads including terminal fittings but excluding all system components and related installation and connecting devices, insulation, lining, and decorative panels and related installation and connecting devices.

(x) Support structure in the body for the stabilizer pivot and stabilizer screw.

3. Vertical Stabilizer.

(i) External skins between front and rear spars.

(ii) Front, rear and auxiliary spar chords, webs and stiffeners and attachment fittings.

(iii) Inspar ribs.

(iv) Rudder hinges and supporting ribs, excluding bearings.

(v) Support structure in the vertical stabilizer for rudder hinges, reaction links and actuators.

(vi) Rudder internal, fixed attachment and actuator support structure.

4. Horizontal Stabilizer.

(i) External skins between front and rear spars.

(ii) Front and rear spar chords, webs and stiffeners.

(iii) Inspar ribs.

(iv) Stabilizer center section including hinge and screw support structure.

(v) Support structure in the horizontal stabilizer for the elevator hinges, reaction links and actuators.

(vi) Elevator internal, fixed attachment and actuator support structure.

5. Engine Strut.

(i) Strut external surface skin and doublers and stiffeners.

(ii) Internal strut chords, frames and bulkheads.

(iii) Strut to wing fittings and diagonal brace.

(iv) Engine mount support fittings attached directly to strut structure and including the engine-mounted support fittings.

6. Main Landing Gear.

(i) Outer cylinder.

(ii) Inner cylinder, including axles.

(iii) Upper and lower side struts, including spindles, universals and reaction links.

(iv) Drag strut.

(v) Orifice support tube.

(vi) Downlock links including spindles and universals.

(vii) Torsion links.

(viii) Bell crank.

(ix) Trunnion link.

(x) Actuator beam, support link and beam arm.

7. Nose Landing Gear.

(i) Outer cylinder.

(ii) Inner cylinder, including axles.

(iii) Orifice support tube.

(iv) Upper and lower drag strut, including lock links.

(v) Steering plates and steering collars.

(vi) Torsion links.



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UCH-PA-03776-LA-1207637

United Continental Holdings, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: *** Matters

Reference: Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Continental Holdings, Inc. (**Customer**) relating to Model 737-9 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

The Purchase Agreement incorporates the terms and conditions of UCH-AGTA between Boeing and Customer. This Letter Agreement modifies certain terms and conditions of the AGTA with respect to the Aircraft.

1. ***

1.1 ***

1.2 ***

2. *** on ***.

*** will be *** on the ***. In the event that *** chooses to *** from a third party where such third party requires a ***in the *** as *** that this *** will not be available or provided to such third party without the prior written consent of ***, provided that *** agrees to use commercially reasonable efforts to assist ***.

3. *** Rights.

3.1 Customer agrees that *** Customer***. *** will not *** that *** and *** are *** in *** to ***.



3.2 In the event Boeing *** Customer, *** pursuant to Article 3.1, absent instruction from Boeing to the contrary, Customer shall, *** the Purchase Agreement as amended by this Letter Agreement. Customer will ***.

3.3 For all purposes of this Article 3, including without limitation, notice, *** or any other application***. Boeing expressly reserves all of its rights and remedies under any agreement and applicable law.

3.4 Notwithstanding Article 3.1, *** shall not *** under the Purchase Agreement with respect to any Aircraft that is subject to ***.

4. Confidentiality.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UCH-PA-03776-LA-1208234.

5. Assignment.

Except as provided in Letter Agreement No. UCH-PA-03776-LA-1208238, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or in part.

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/ ***

Its Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: July 12, 2012

United Continental Holdings, Inc.

By /s/ Gerald Laderman

Its Senior Vice President – Finance and Treasurer



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UCH-PA-03776-LA-1207638

United Continental Holdings, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: ***

Reference: Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Continental Holdings, Inc. (**Customer**) relating to Model 737-9 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Customer may ***, subject to the following terms and conditions:

1. Customer's Written Notice.

Customer shall provide written notice of its intention to ***,

(i) no later than the first day of the month ***, provided that a *** Customer, or;

(ii) no later than the first day of the month that is ***, if a *** Customer.

2. Customer ***.

Customer's *** aircraft *** under this Letter Agreement are subject to either i) Customer and Boeing *** for the *** (which will include, but not be limited to, Customer's participation in the *** and other launch matters); or ii) Boeing enters into an agreement to *** to *** prior to ***.

3. ***

3.1 ***

3.2 ***

3.3 ***



4. Definitive Agreement.

***

5. ***

***

6. Assignment.

Except as provided in Letter Agreement No. UCH-PA-03776-LA-1208238, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or in part.

7. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UCH-PA-03776-LA-1208234.

Very truly yours,

THE BOEING COMPANY

By /s/ ***

Its Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: July 12, 2012

United Continental Holdings, Inc.

By /s/ Gerald Laderman

Its Senior Vice President – Finance and Treasurer

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UCH-PA-03776-LA-1207640

United Continental Holdings, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: Demonstration Flight Waiver

Reference: Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Continental Holdings, Inc. (**Customer**) relating to Model 737-9 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Definition of Terms:

Correction Costs: Customer's direct labor costs and the cost of any material required to correct a Flight Discrepancy where direct labor costs are equal to the Warranty Labor Rate in effect between the parties at the time such labor is expended.

Flight Discrepancy: A failure or malfunction of an Aircraft, or the accessories, equipment or parts installed on the Aircraft which results from a defect in the Aircraft, Boeing Product, engine or Supplier Product or a nonconformance to the Detail Specification for the Aircraft.

The AGTA provides that each aircraft will be test flown prior to delivery for the purpose of demonstrating the functioning of such Aircraft and its equipment to Customer; however, Customer may elect to waive this test flight. For each test flight waived, *** agrees to *** an amount of *** at delivery that, including the ***, totals the following ***:

Aircraft Model	***
737	***

Further, *** agrees to *** for any *** as a result of the discovery of a *** during the first flight of the aircraft by *** following delivery to the extent such *** are not covered under a warranty provided by *** or any of *** suppliers.

Should a *** which requires the *** of the Aircraft to *** facilities at ***, so that *** may *** such ***, Boeing and Customer agree that title to and risk of loss of such



Aircraft will ***. In addition, it is agreed that *** will have *** while it is on the ground at *** facilities in ***, as is chargeable by law to a bailee for mutual benefit, but *** shall not be liable for ***.

To be *** for *** shall submit a written itemized statement describing any *** and indicating the *** incurred by *** for each ***. This request must be submitted to ***, within *** after the ***.

Very truly yours,

THE BOEING COMPANY

By /s/ ***

Its Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: July 12, 2012

United Continental Holdings, Inc.

By /s/ Gerald Laderman

Its Senior Vice President – Finance and Treasurer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UCH-PA-03776-LA-1207643

United Continental Holdings, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: Open Matters

Reference: Purchase Agreement No. 03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Continental Holdings, Inc. (**Customer**) relating to Model 737-9 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Given the long period of time between Purchase Agreement signing and delivery of the first Aircraft and the continued development of the 737 MAX program, certain elements have not yet been defined. In consideration, Boeing and Customer agree to work together as the 737 MAX program develops as follows:

1. Aircraft Delivery Schedule.

1.1 The scheduled delivery position of the Aircraft, as of the date of this Letter Agreement is listed in Table 1 of the Purchase Agreement and provides the delivery schedule in *** delivery windows consisting of a nominal delivery month (**Nominal Delivery Month**) ***. No later than *** prior to Nominal Delivery Month of Customer's first Aircraft in each calendar year, Boeing will provide written notice with a *** scheduled delivery month for each Aircraft with a Nominal Delivery Month in such calendar year.

1.2 Customer and Boeing will consult on a frequent basis to keep each other informed as to Customer's fleet plans and Boeing's production plans in order to meet the requirements of both parties. Based on such reviews and discussions, Boeing will use commercially reasonable efforts to meet Customer's fleet needs when providing the notices required by Article 1.1. Such notices provided by Boeing will constitute an amendment to Table 1 of the Purchase Agreement. The amended Table 1 shall be the scheduled delivery positions for the purposes of applying all provisions of the Purchase Agreements, including without limitation the BFE on-dock dates, and *** the *** for the Aircraft.

2. Aircraft Configuration.

BOEING

2.1 The initial configuration of Customer's Model Aircraft has been defined by Boeing 737-9 Airplane Description Document No. *** dated *** as described in Article 1 and Exhibit A of the Purchase Agreement (**Initial Configuration**). Final configuration of the Aircraft (**Final Configuration**) will be completed using the then-current Boeing configuration documentation in accordance with the following schedule:

2.1.1 No later than *** prior to the first Aircraft's scheduled delivery, Boeing and Customer will discuss potential optional features.

2.1.2 Within *** after that meeting, Boeing will provide Customer with a proposal for those optional features that can be incorporated into the Aircraft during production.

2.1.3 Customer will then have *** to accept or reject the optional features.

2.1.4 Within *** following Final Configuration, Boeing and Customer will execute a written amendment to the Purchase Agreement which will reflect the following:

2.1.4.1 Changes applicable to the basic Model 737-9 aircraft which are developed by Boeing between the date of signing of the Purchase Agreement and date of Final Configuration.

2.1.4.2 Incorporation into Exhibit A of the Purchase Agreement, by written amendment, those optional features which have been agreed to by Customer and Boeing (**Customer Configuration Changes**);

2.1.4.3 Revisions to the Supplemental Exhibit BFE1 to reflect the selection dates and on-dock dates of BFE;

2.1.4.4 Changes to the Optional Features Prices, and Aircraft Basic Price to adjust for the difference, if any, between the prices estimated in Table 1 of the Purchase Agreement for optional features reflected in the Aircraft Basic Price and the actual prices of the optional features reflected in the Customer Configuration Changes. Such changes will not result in a *** to the *** provided in Table 1.

3. Customer Support Variables.

3.1 The initial customer support package contained in Supplemental Exhibit CS1 to the Purchase Agreement is predicated upon the 737NG customer support package. Boeing intends to further refine the post delivery support package for the 737 MAX and will provide this revised package to Customer no later than *** prior to the first month of the scheduled delivery quarter of the first Aircraft. The provision of such revised Supplemental Exhibit CS1 will constitute an amendment to the Purchase Agreement and will provide the Customer in aggregate an overall Boeing post delivery support package that is equivalent to, or better than, the Supplemental Exhibit CS1 included in the Purchase Agreement as of the date of this Letter Agreement.

3.2 Additionally, Boeing will engage in discussions with Customer in conjunction with the providing of the updated Supplemental Exhibit CS1 to offer to Customer additional uniquely tailored post delivery support services beyond the scope of the Supplemental Exhibit CS1 that will further enhance the maintainability and operational efficiency of the Aircraft.

4. *** Guarantees.

4.1 At the time of signing of the Purchase Agreement, the performance specification for the Aircraft is not fully defined and as such, Boeing will provide Customer complete *** guarantees applicable to the Aircraft no later than ***. Such *** guarantees will reflect the commitment set below and amend and supplement the Purchase Agreement.

4.1.1 *** – *** to the specifically defined *** nautical mile *** established in *** and ***, the Aircraft *** in *** for the defined *** nautical mile Customer mission will be ***% *** in *** for ***.

4.1.2 *** – The Aircraft at its *** will have the *** capability such that the FAA approved maximum *** will be *** the FAA approved *** guarantee *** utilizing *** engines and the *** established in *** and ***.

4.1.3 *** – The Aircraft will be capable of flying all routes *** to *** and *** to *** the 737-*** aircraft utilizing *** engines flies with *** on those respective routes.

4.2 If i) the complete *** guarantees (excluding ***) provided to Customer pursuant to Article 4.1 of this Letter Agreement *** guarantee *** as described in Article 4.1.2 and Article 4.1.3 of this Letter Agreement or ii) the actual Aircraft *** (excluding ***) *** guarantees provided to Customer pursuant to Article 4.1 of this Letter Agreement, and such *** the *** to Customer or the *** to Customer, then *** of *** and *** the Purchase Agreement and ***. In addition, *** agrees that, if *** is *** to ***a ***to***the***within a *** and does not *** within a ***that it will ***such a ***, then***will have the ***any such ***and, if the ***the*** of the*** to ***, the right to ***the***. If any *** are *** by *** pursuant to this Article 4.2 then, at *** election, Boeing and Customer will work together in good faith to *** to the Purchase Agreement, subject to mutually agreeable terms, during a time frame wherein the *** will meet the *** guarantees provided to *** pursuant to Article ***.

4.2.1 For the avoidance of doubt, upon *** of the ***, ***with respect to *** will promptly *** to *** the *** of the ***being so *** (and with respect to a termination ***in its***for the ***with respect to the ***).

5. Other Letter Agreements**.**

Boeing and Customer acknowledge that as they work together to develop the 737-9 program and as Boeing refines the definition of the Aircraft and associated production processes, there may be a need to execute or amend additional letter agreements addressing one or more of the following:



5.1 Software. Additional provisions relating to software and software loading.

5.2 Seller Purchased Equipment (**SPE**) and/or In-Flight Entertainment (**IFE**). Provisions relating to the terms under which Boeing may offer or install SPE in the Aircraft.

5.3 Buyer Furnished Equipment (**BFE**). Provisions relating to the terms under which Boeing may install and certify Customer's BFE in the Aircraft.

6. Assignment.

Except as provided in Letter Agreement No. UCH-PA-03776-LA-1208238, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

7. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UCH-PA-03776-LA-1208234.



Very truly yours,

THE BOEING COMPANY

By /s/ ***

Its Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: July 12, 2012

United Continental Holdings, Inc.

By /s/ Gerald Laderman

Its Senior Vice President – Finance and Treasurer



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UCH-PA-03776-LA-1207644

United Continental Holdings, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: Option Aircraft

Reference: Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Continental Holdings, Inc. (**Customer**) relating to Model 737-9 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Right to Purchase Option Aircraft.

Subject to the terms and conditions contained in this Letter Agreement, in addition to the Aircraft described in Table 1 to the Purchase Agreement as of the date of execution of this Letter Agreement, Customer will have the option to purchase additional Model 737-9 aircraft as option aircraft (**Option Aircraft)**.

2. Delivery.

The number of aircraft and delivery months are listed in the Attachment A to this Letter Agreement. The scheduled delivery position of each Option Aircraft listed in Attachment A provides the delivery schedule in *** delivery windows consisting of a nominal delivery month (**Nominal Delivery Month**) *** and ***. No later than *** prior to Nominal Delivery Month of Customer's first Option Aircraft in each calendar year, Boeing will provide written notice with a *** scheduled delivery month for each Option Aircraft with a Nominal Delivery Month in such calendar year.

3. Configuration.

3.1 Subject to the provisions of Article 3.2, below, the configuration for the Option Aircraft will be the Detail Specification for Boeing Model 737-9 aircraft at the revision level in effect at the time of Definitive Agreement (as defined below). Such Detail Specification will be revised to include (i) changes applicable to the Detail Specification that are developed by Boeing between the Option Exercise Date (as defined below) and the signing of the Definitive Agreement, (ii) changes required to obtain required regulatory certificates, and (iii) other changes as mutually agreed.

3.2 Subject to ***, the Option Aircraft may start from a different configuration specification, provided that it can achieve the same configuration which would result pursuant to the provisions of Article 3.1.

4. Price.

4.1 The Airframe Price and Optional Features Prices for each of the Option Aircraft is identified in Attachment A to this Letter Agreement. ***.

4.2 The Airframe Price, Optional Features Prices, and Aircraft Basic Price for each of the Option Aircraft shall be adjusted in accordance with the terms set forth in Article 2.1.5 (**Escalation Adjustment**) of the AGTA.

4.3 The Advance Payment Base Price shall be developed in accordance with the terms of the Purchase Agreement and determined at the time of Definitive Agreement.

5. Payment.

5.1 Customer will pay a non-refundable option deposit to Boeing in the amount shown in Attachment A for each Option Aircraft (**Option Deposit**), on the date of execution of this Letter Agreement. If Customer exercises an option, the Option Deposit will be credited against the first advance payment due. ***.

5.2 *** the *** shown in Attachment A, the *** will be *** ($***) for each***.

5.3 At Definitive Agreement for the Option Aircraft, advance payments will be payable as specified in the Purchase Agreement. The remainder of the Aircraft Price for the Option Aircraft will be paid at the time of delivery.

6. Option Exercise.

6.1 Customer may exercise an option by giving written notice to Boeing on or before the date *** prior to the earlier of the first day of either the Nominal Delivery Month *** (**Option Exercise Date**).

6.2 ***.

7. Definitive Agreement.

Following Customer's exercise of an option, the parties will sign a definitive agreement for the purchase of such Option Aircraft (**Definitive Agreement**) within *** of such exercise. The Definitive Agreement will include the provisions of the Purchase Agreement as modified to reflect the provisions of this Letter Agreement. In the event the parties have not entered into a Definitive Agreement within *** following option exercise, either party may terminate the option to purchase such Option Aircraft by giving written notice to the other within ***. If Customer and Boeing fail to enter into the Definitive Agreement, Boeing will retain the Option Deposit for that Option Aircraft and shall have no further obligation with respect to that Option Aircraft.

8. Assignment.

Except as provided in Letter Agreement No. UCH-PA-03776-LA-1208238, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in

whole or in part.



9. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UCH-PA-03776-LA-1208234.

Very truly yours,

THE BOEING COMPANY

By /s/ ***

Its Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: July 12, 2012

United Continental Holdings, Inc.

By /s/ Gerald Laderman

Its Senior Vice President – Finance and Treasurer

Attachment A to Letter Agreement No. UCH-PA-03776-LA-1207644
737-9 Option Aircraft Delivery, Description, Price and Advance Payments

Airframe Model/MTOW:	737-9	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	CFM-LEAP-1B	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$ ***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$ ***			
Sub-Total of Airframe and Features:		$ ***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		$ ***	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		$ ***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:		$ ***			
Seller Purchased Equipment (SPE) Estimate:		$ ***			
Deposit per Aircraft:		$ ***			

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
					***	***	***	***
***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	$ ***	$***	$***	$***	$***
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***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	$ ***	$***	$***	$***	$***

Attachment A to Letter Agreement No. UCH-PA-03776-LA-1207644
737-9 Option Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
					***	***	***	***
***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	$ ***	$***	$***	$***	$***

***	***	***	***	$	***	$***	$***	$***	$***

Attachment A to Letter Agreement No. UCH-PA-03776-LA-1207644
737-9 Option Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
					***	***	***	***
***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
Total:	100							

* Nominal delivery months are *** pursuant to Letter Agreement number UCH-PA-03776-LA-1207644.

Note: The estimated Advance Payment Base Prices have been calculated using a ***, and ***, as follows:

***	***
***	***
***	***
***	***

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UCH-PA-03776-LA-1207646

United Continental Holdings, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: Promotional Support

Reference: Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Continental Holdings, Inc. (**Customer**) relating to Model 737-9 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Boeing and Customer wish to enter into an agreement pursuant to which each party will contribute equally to promotional programs in support of the entry into service of the Aircraft as more specifically provided below.

1. Definitions.

1.1 **Commitment Limit** shall have the meaning set forth in Article 2, below.

1.2 **Covered Aircraft** shall mean those Aircraft identified on Table 1 to the Purchase Agreement as of the date of signing of this Letter Agreement.

1.3 **Performance Period** shall mean the period beginning *** before and ending *** after the scheduled delivery month of the first Covered Aircraft.

1.4 **Promotional Support** shall mean mutually agreed marketing and promotion programs that promote the entry into service of the Covered Aircraft such as marketing research, tourism development, corporate identity, direct marketing, videotape or still photography, planning, design and production of collateral materials, management of promotion programs, advertising campaigns or such other marketing and promotional activities as the parties may mutually agree.

1.5 *** shall mean *** for *** provided to Customer during the *** Period.

2. Commitment.

As more particularly set forth in this Letter Agreement*** agrees to provide Promotional Support to *** during the Performance Period in a value not to exceed *** U.S. Dollars ($***) for the ***Covered Aircraft delivered to Customer and not to exceed *** U. S. Dollars ($***) *** thereafter.

3. Methods of Performance.

3.1 Subject to the Commitment Limit, *** that Customer provides Boeing *** no later than *** months after the delivery of the first Covered Aircraft.

BOEING

3.2 Notwithstanding the above, at Customer's request and subject to a mutually agreed project, Boeing will provide certain Promotional Support during the Performance Period directly to Customer. The *** of such Boeing provided Promotional Support will be accounted for as part of the Commitment Limit and will *** that are subject to *** pursuant to Article 3.1 above.

3.3 In the event Customer does not (i) utilize the full amount of the Commitment Limit within the Performance Period or (ii) submit its paid invoices for Qualifying Third Party Fees within the required time, as set forth in Article 3.1, Boeing shall have no further obligation to Customer for such unused Commitment Limit ***.

4. Project Approval.

Following the execution of this Letter Agreement, a Boeing Airline Marketing Services representative will meet with Customer's designated representative to review and approve the extent, selection, scheduling, and funds disbursement process for the Promotional Support to be provided pursuant to this Letter Agreement. Boeing will provide Customer with no less than *** days of notice prior to the *** of such ***.

5. Assignment.

Except as provided in Letter Agreement No. UCH-PA-03776-LA-1208238the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

6. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UCH-PA-03776-LA-1208234.



Very truly yours,

THE BOEING COMPANY

By /s/ ***

Its Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: July 12, 2012

United Continental Holdings, Inc.

By /s/ Gerald Laderman

Its Vice President - Fleet

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UCH-PA-03776-LA-1207647

United Continental Holdings, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: Seller Purchased Equipment

Reference: Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Continental Holdings, Inc. (**Customer**) relating to Model 737-9 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. General.

Seller Purchased Equipment (**SPE**) is BFE that Boeing purchases for Customer and that is identified as SPE in the Detail Specification for the Aircraft.

2. Customer Responsibilities.

2.1 Supplier Selection. Customer will select SPE suppliers from a list provided by *** for the commodities identified on such list and notify Boeing of the SPE suppliers in accordance with the supplier selection date(s) as set forth in Attachment A of this Letter Agreement. If Customer selects *** supplier that is ***, *** will become BFE and the provisions of Exhibit A, Buyer Furnished Equipment Provisions Document, of the AGTA will apply.

2.2 Supplier Agreements. Customer will enter into initial agreements with the selected suppliers within *** after the selection date(s) for the supplier to actively participate with Customer and Boeing in coordination actions including the Initial Technical Coordination Meeting (ITCM). Customer will enter into final agreements with selected suppliers for the following additional provisions in accordance with the supplier agreement date(s) within *** of the ITCM or as otherwise identified by Boeing:

***

2.3 Configuration Requirements. Customer will meet with Boeing and such selected SPE suppliers in the ITCM and any other scheduled meetings in order to:

***

3. Boeing Responsibilities.

3.1 Supplier Selection

3.1.1 Bidder's List. For information purposes, Boeing will submit to Customer a bidder's list of existing suppliers of *** prior to the supplier selection date(s) referred to in paragraph 2 (i) above.

3.1.2 Request for Quotation (**RFQ**). Approximately *** prior to the supplier selection date(s), Boeing will issue its RFQ inviting potential bidders to submit bids for the *** of the selection date.

3.1.3 Bidders Summary. Not later than *** prior to the supplier selection date(s), Boeing will submit to Customer a summary of the bidders from which to choose a supplier for the ***. The summary is based on an evaluation of the bids submitted using price, weight, warranty and schedule as the criteria.

3.2 Additional Boeing responsibilities:

***

4. IFE/CCS Software.

BOEING

4. IFE/CCS may contain software of the following two types:

4.1 Systems Software. The software required to operate and certify the IFE/CCS systems on the Aircraft is the Systems Software and is part of the IFE/CCS.

4.2 Customer's Software. The software accessible to the Aircraft passengers which controls Customer's specified optional features is Customer's Software and is not part of the IFE/CCS.

4.2.1 Customer is solely responsible for specifying Customer's Software functional and performance requirements and ensuring that Customer's Software meets such requirements. Customer and Customer's Software supplier will have total responsibility for the writing, certification, modification, revision, or correction of any of Customer's Software. Customer shall be responsible for and assumes all liability with respect to Customer's Software.

4.2.2 The omission of any Customer's Software or the lack of any functionality of Customer's Software will not be a valid condition for *** of the *** at the time of Aircraft delivery.

4.2.3 Boeing has no obligation to approve any documentation to support *** will only *** and operate Customer's Software if in *** such *** and operation is *** to *** the *** on the ***.

4.2.4 Boeing shall not be responsible for obtaining FAA certification for Customer's Software.

5. Price.

5.1 Advance Payments. An estimated SPE price is included in the Advance Payment Base Prices shown in Table 1 for the purpose of establishing the advance payments for the Aircraft.

5.2 Aircraft Price. The Aircraft Price will be adjusted to reflect the actual costs charged to Boeing by the SPE suppliers and transportation charges.

6. Changes.

After Customer's acceptance of this Letter Agreement, any changes to the Aircraft SPE configuration may only be made by and between *** and the ***. Customer requested changes to the SPE after execution of this Letter Agreement shall be made by Customer in writing directly to Boeing for approval and for coordination by Boeing with the SPE supplier. Any such change to the configuration of the Aircraft shall be subject to price and offerability through Boeing's master change or other process for amendment of the Purchase Agreement.

7. Proprietary Rights.

Boeing's obligation to purchase SPE will not impose upon Boeing any obligation to compensate Customer or any supplier for any proprietary rights Customer may have in the design of the SPE.

8. Remedies.

8.1 If *** does not perform its obligations as provided in this Letter Agreement, in addition to any other remedies which Boeing may have by contract or under law, Boeing may:

8.1.1 ***the***of the *** to ***the***of ***and *** the ***of the ***on such ***;

8.1.2 ***the ***the ***;

8.1.3 ***a ***and ***for the ***; and

8.1.4 ***the ***by the ***of***to such ***including but not limited to***associated with ***by ***.

8.3 Additionally, if *** does not perform its obligations as provided in this Letter Agreement and such non-performance causes the delivery of SPE seats to not support the delivery of the Aircraft in its scheduled delivery month, Customer agrees that:

8.3.1 Boeing may ***to***the***and *** of the ***in the ***in a ***:

8.3.1.1 if Boeing *** to ***in a ***will ***with a ***and ***for a *** and *** in ***of the ***of the ***.

9. Title and Risk of Loss.

Title and risk of loss of the SPE will remain with Boeing until the Aircraft is delivered to Customer.

10. ***.

11. Definition.

For purposes of the ***.



Very truly yours,

THE BOEING COMPANY

By /s/ ***
Its Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: July 12, 2012

United Continental Holdings, Inc.

By /s/ Gerald Laderman
Its Senior Vice President – Finance and Treasurer

Attachment A

1. Supplier Selection.

Customer will:

1.1 Select and notify Boeing of the suppliers and part numbers of the following SPE items by the following dates:

Galley System	**No later than *** prior to 1st delivery****
Galley Inserts	**No later than *** prior to 1st delivery****
Seats (passenger)	**No later than *** prior to 1st delivery****
Overhead & Audio System	**No later than *** prior to 1st delivery****
In-Seat Video System	**same as seats**
Miscellaneous Emergency Equipment	**No later than *** prior to 1st delivery****
Cargo Handling Systems* *(Single Aisle Programs only)*	**No later than *** prior to 1st delivery****

* **For a new certification, supplier requires notification *** prior to Cargo Handling System on-dock date.**
** **Actual Supplier Selection dates will be provided when final monthly delivery positions are available to customer.**

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UCH-PA-03776-LA-1207649

United Continental Holdings, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: Spare Parts Initial Provisioning

Reference: a) Purchase Agreement No. 03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Continental Holdings, Inc. (**Customer**) relating to Model 737-9 aircraft (**Aircraft**).

b) Customer Services General Terms Agreement No. CSGTA-UCH (**CSGTA**) between Boeing and Customer.

This letter agreement (**Letter Agreement**) is entered into on the date below and amends and supplements the CSGTA. All capitalized

terms used but not defined in this Letter Agreement have the same meaning as in the CSGTA, except for "Aircraft" which will have the meaning as defined in the Purchase Agreement.

In order to define the process by which Boeing and Customer will i) identify those Spare Parts and Standards critical to Customer's successful introduction of the Aircraft into service and its continued operation, ii) place Orders under the provisions of the CSGTA as supplemented by the provisions of this Letter Agreement for those Spare Parts and Standards, and iii) manage the return of certain of those Spare Parts which Customer does not use, the parties agree as follows.

1. Definitions.

1.1 **Provisioning Data** means the documentation provided by Boeing to Customer, including but not limited to the Recommended Spare Parts List (**RSPL**), identifying all Boeing initial provisioning requirements for the Aircraft.

1.2 **Provisioning Items** means the Spare Parts and Standards identified by Boeing as initial provisioning requirements in support of the Aircraft, excluding special tools and ground support equipment (**GSE**).

1.3 **Provisioning Products Guide** means the Boeing Manual D6-81834 entitled "**Spares Provisioning Products Guide**".

2. Phased Provisioning.

2.1 Provisioning Products Guide. Prior to the initial provisioning meeting Boeing will furnish to Customer a copy of the Provisioning Products Guide.

2.2 Initial Provisioning Meeting. On or about twelve (12) months prior to delivery of the first Aircraft the parties will conduct an initial provisioning meeting where the procedures, schedules, and requirements for training will be established to

accomplish phased provisioning of Spare Parts and Standards for the Aircraft in accordance with the Provisioning Products Guide. If the lead time from execution of the Purchase Agreement until delivery of the first Aircraft is less than twelve (12) months, the initial provisioning meeting will be established as soon as reasonably possible after execution of the Purchase Agreement.

2.3 Provisioning Data. During the initial provisioning meeting Customer will provide to Boeing the operational parameter information described in Chapter 6 of the Provisioning Products Guide. After review and acceptance by Boeing of such Customer information, Boeing will prepare the Provisioning Data. Such Provisioning Data will be furnished to Customer on or about ninety (90) days after Boeing finalizes the engineering drawings for the Aircraft. The Provisioning Data will be as complete as possible and will cover Provisioning Items selected by Boeing for review by Customer for initial provisioning of Spare Parts and Standards for the Aircraft. Boeing will furnish to Customer revisions to the Provisioning Data periodically (or upon Customer request) until approximately ninety (90) days following delivery of the last Aircraft or until the delivery configuration of each of the Aircraft is reflected in the Provisioning Data, whichever is later. Upon mutual agreement during the initial provisioning meeting, Boeing will make its representative available to support Customer's Spare Provisioning activities related to major milestone events, starting with the initial implementation through the first heavy maintenance check for the first Aircraft. This will be accomplished by a combination of on site support at the Customer and/or dedicated focal at Boeing base upon the requirements and statement of work associated with the activity.

2.4 Buyer Furnished Equipment (**BFE**) Provisioning Data. Unless otherwise advised by Boeing, Customer will provide or insure its BFE suppliers provide to Boeing the BFE data in scope and format acceptable to Boeing, in accordance with the schedule established during the initial provisioning meeting. Boeing will integrate such data received in accordance with above.

3. Purchase from Boeing of Spare Parts and Standards as Initial Provisioning for the Aircraft.

3.1 Schedule. In accordance with schedules established during the initial provisioning meeting, Customer may place Orders for Provisioning Items and any GSE, special tools, QEC kits, and engine spare parts, as applicable, which Customer determines it will initially require for maintenance, overhaul and servicing of the Aircraft and/or engines.

3.2 Prices of Initial Provisioning Spare Parts.

3.2.1 Boeing Spare Parts. The Provisioning Data will set forth the prices for those Provisioning Items other than items listed in Article 3.3, below, that are Boeing Spare Parts, and such prices will be firm and remain in effect for a minimum of ninety (90) days from the date the price is first quoted to Customer in the Provisioning Data. Boeing Spare Parts pricing provided to Customer will be subject to letter agreement number 6-1162-MSA-550, entitled "Spare Parts Commitments".



3.2.2 Supplier Spare Parts. Boeing will provide estimated prices in the Provisioning Data for Provisioning Items other than items listed in Article 3.3, below, that are Supplier Spare Parts. The price to Customer for any Supplier Spare Parts that are Provisioning Items or for any items ordered for initial provisioning of GSE, special tools manufactured by suppliers, or engine spare parts will be *** percent (***%) of the supplier's list price for such items. If a product support and assurance agreement (**PSAA**) with a supplier is effective, then such supplier's Supplier Spare Parts pricing will escalate pursuant to the provisions of such PSAA.

3.3 QEC Kits, Standards Kits, Raw Material Kits, Bulk Materials Kits and Service Bulletin Kits. In accordance with schedules established during the initial provisioning meeting, Boeing will furnish to Customer a listing of all components which could be included in the quick engine change (**QEC**) kits, Standards kits, raw material kits, bulk materials kits and service bulletin kits which may be purchased by Customer from Boeing. Customer will select, and provide to Boeing its desired content for the kits. Boeing will furnish to Customer as soon as practicable thereafter a statement setting forth a firm price for such kits. Customer will place Orders with Boeing for the kits in accordance with schedules established during the initial provisioning meeting. For parts that are deemed Boeing Spare Parts, such pricing will remain in effect for a minimum of *** days from the date the price is first quoted to Customer.

4. Delivery.

For Spare Parts and Standards ordered by Customer in accordance with Article 3 of this Letter Agreement, Boeing will, insofar as reasonably possible, deliver to Customer such Spare Parts and Standards on dates reasonably calculated to conform to Customer's anticipated needs in view of the scheduled deliveries of the Aircraft. Customer and Boeing will agree upon the date to begin delivery of the provisioning Spare Parts and Standards ordered in accordance with this Letter Agreement. Where appropriate, Boeing will arrange for shipment of such Spare Parts and Standards which are manufactured by suppliers directly to Customer from the applicable supplier's facility. The routing and method of shipment for initial deliveries and all subsequent deliveries of such Spare Parts and Standards will be as established at the initial provisioning meeting and thereafter by mutual agreement.

5. Substitution for Obsolete Spare Parts.

5.1 Obligation to Substitute Pre-Delivery. In the event that, prior to delivery of the first Aircraft, any Spare Part purchased by Customer from Boeing in accordance with this Letter Agreement as initial provisioning for the Aircraft is rendered obsolete or unusable due to the redesign of i) the Aircraft, ii) of any accessory, equipment or part thereof (other than a redesign at Customer's request), or iii) of items in i) or ii) due to their noncompliance with Customer's Detail Specification, then Boeing will deliver to Customer at no charge new and usable Spare Parts in substitution for such obsolete or unusable Spare Parts and, upon such delivery, Customer will return the obsolete or unusable Spare Parts to Boeing.

5.2 Delivery of Obsolete Spare Parts and Substitutes. Obsolete or unusable Spare Parts returned by Customer pursuant to this Article 5 will be delivered to Boeing at its Seattle Distribution Center or such other destination as Boeing may reasonably designate. Spare Parts substituted for such returned obsolete or unusable Spare Parts will be delivered to Customer in accordance with the CSGTA. *** for the *** Customer *** Boeing of any such obsolete or unusable Spare Part and for the shipment from Boeing to Customer of any such substitute Spare Part.

6. Repurchase of Provisioning Items.

6.1 Obligation to Repurchase. During a period commencing *** after delivery of the first Aircraft, and ending *** after such delivery, Boeing will, upon receipt of Customer's written request and subject to the exceptions in Article 6.2, repurchase unused and undamaged Provisioning Items which were peculiar to the Aircraft as compared to the delivery configuration of Model 737 aircraft previously purchased by Customer from Boeing and (i) were recommended by Boeing in the Provisioning Data as initial provisioning for the Aircraft, (ii) were purchased by Customer from Boeing, and (iii) are surplus to Customer's needs.

6.2 Exceptions. Boeing will not be obligated under Article 6.1 to repurchase any of the following: (i) quantities of Provisioning Items in excess of those quantities recommended by Boeing in the Provisioning Data for the Aircraft, (ii) QEC kits, bulk material kits, raw material kits, service bulletin kits, Standards kits and components thereof (except those components listed separately in the Provisioning Data), (iii) Provisioning Items for which an Order was received by Boeing more than five (5) months after delivery of the last Aircraft, (iv) Provisioning Items which have become obsolete or have been replaced by other Provisioning Items as a result of Customer's modification of the Aircraft, and (v) Provisioning Items which become excess as a result of a change in Customer's operating parameters, as provided to Boeing pursuant to the initial provisioning meeting and which were the basis of Boeing's initial provisioning recommendations for the Aircraft.

6.3 Notification and Format. Customer will notify Boeing, in writing when Customer desires to return Provisioning Items under the provisions of this Article 6. Customer's notification will include a detailed summary, in part number sequence, of the Provisioning Items Customer desires to return. Such summary will be in the form of listings, tapes, diskettes or other media as may be mutually agreed between Boeing and Customer and will include part number, nomenclature, purchase order number, purchase order date and quantity to be returned. Within *** business days after receipt of Customer's notification, Boeing will advise Customer in writing when Boeing's review of such summary will be completed. ***

BOEING

6.4 Review and Acceptance by Boeing. Upon completion of Boeing's review of any detailed summary submitted by Customer pursuant to Article 6.3, Boeing will issue to Customer a Material Return Authorization (**MRA**) for those Provisioning Items Boeing agrees are eligible for repurchase in accordance with this Article 6. Boeing will advise Customer of the reason that any Provisioning Item included in Customer's detailed summary is not eligible for return. Boeing's MRA will state the date by which Provisioning Items listed in the MRA must be redelivered to Boeing, and Customer will arrange for shipment of such Provisioning Items accordingly.

6.5 Price and Payment. The price of each Provisioning Item repurchased by Boeing pursuant to this Article 6 will be an amount equal to *** percent (***%) of the original invoice price thereof except that the repurchase price of Provisioning Items purchased pursuant to Article 3.2.2 will not include ***. Boeing will pay the repurchase price by issuing a credit memorandum in favor of Customer which may be applied against amounts due Boeing for the purchase of Spare Parts or Standards.

6.6 Delivery of Repurchased Provisioning Items. Provisioning Items repurchased by Boeing pursuant to this Article 6 will be delivered to Boeing's Seattle Distribution Center or such other destination as Boeing may reasonably designate. *** for the *** Customer *** Boeing of any such Provisioning Items.

7. Title and Risk of Loss.

Title and risk of loss of any Spare Parts or Standards delivered to Customer by Boeing in accordance with this Letter Agreement will pass from Boeing to Customer in accordance with the applicable provisions of the CSGTA. Title to and risk of loss of any Spare Parts or Standards returned to Boeing by Customer in accordance with this Letter Agreement will pass to Boeing upon delivery of such Spare Parts or Standards to Boeing in accordance with the provisions of Article 5.2 or Article 6.6, herein, as appropriate.

8. Termination for Excusable Delay.

In the event of termination of the Purchase Agreement pursuant to Article 7 of the AGTA with respect to any Aircraft, such termination will, if Customer so requests by written notice received by Boeing within fifteen (15) days after such termination, also discharge and terminate all obligations and liabilities of the parties as to any Spare Parts or Standards which Customer had ordered pursuant to the provisions of this Letter Agreement as initial provisioning for such Aircraft and which are undelivered on the date Boeing receives such written notice.

9. Order of Precedence.

In the event of any inconsistency between the terms of this Letter Agreement and the terms of any other provisions of the CSGTA, the terms of this Letter Agreement will control.

BOEING

Very truly yours,

THE BOEING COMPANY

By /s/ ***
Its Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: July 12, 2012

United Continental Holdings, Inc.

By /s/ Gerald Laderman
Its Senior Vice President – Finance and Treasurer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UCH-PA-03776-LA-1207650

United Continental Holdings, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: Special Matters

Reference: 1) Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Continental Holdings, Inc. (**Customer**) relating to Model 737-9 aircraft (**Aircraft**)

2) Letter Agreement UCH-PA-03776-1207638 entitled ***

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Credit Memoranda.

1.1 Basic Credit Memorandum. At the time of delivery of each Aircraft, Boeing will issue to Customer a Basic Credit Memorandum in an amount determined by *** the ***%.

1.2 *** Credit Memorandum. At the time of delivery of each Aircraft, Boeing will issue to Customer a *** Credit Memorandum in an amount determined by *** the ***%. Boeing represents that the inclusion of this *** Credit Memorandum is ***.

1.3 ***. Pursuant to the ***, Customer may *** of ***. At the time of ***, Boeing *** Customer *** the ***%.

1.4 ***. Pursuant to the ***, Customer may *** of ***. At the time of ***, Boeing *** Customer ***%.

2. ***

Unless otherwise noted, the amounts of the Credit Memoranda stated in Paragraphs 1.1 through 1.4 are in *** and will be *** set forth in the Purchase Agreement applicable to the Aircraft. The Credit Memoranda may, at the ***, be (i) *** the *** of the ***, or (ii) used for ***.

3. ***

Boeing agrees to make the 737 *** for the 737-9 through Boeing's ***. In the event that Boeing *** the 737 ***, then *** will provide ***at delivery of each 737-9 equal

to *** for ***in the ***in the ***with the 737 *** as set forth in Attachment 1 to this Letter Agreement *** (subject to the requirements in Attachment 1, unless otherwise mutually agreed) without the 737 *** of *** (**737** ***). For the avoidance of doubt, *** to issue the 737 *** will *** when the 737 *** becomes, and remains, *** for the 737-9 aircraft not yet delivered to Customer.

4. ***

It is Boeing's 737 MAX design intent to *** with the *** while also achieving the 737 MAX *** (including, but not limited to, ***) that the ***. If a *** leads to a *** to be available only through a *** for the *** where *** were available on the ***, or if an existing ***, then *** for such affected *** will have the necessary agreements in place to provide ***. These ***, known as ***, will include (but not be limited to) *** that the terms of such *** are commercially reasonable.

5. Supplier Diversity.

Customer and Boeing agree to work towards a mutually agreeable solution for meeting diversity requirements in the supply base. Notwithstanding the foregoing sentence, Boeing agrees to (i) identify parts and equipment where Customer makes the procurement decision for potential opportunities; (ii) submit indirect reports until other options are vetted and approved; and (iii) continue to engage with Customer with regard to supplier diversity to ensure Boeing supports Customer's requirements.

6. Delivery ***.

Customer and Boeing agree that both Customer and Boeing will have certain Aircraft delivery ***. Such delivery *** are provided to Customer and Boeing pursuant to Letter Agreement No. UCH-PA-03776-LA-1208869.

7. Assignment.

Unless otherwise noted herein, the Credit Memoranda described in this Letter Agreement are provided as a financial accommodation to Customer and in consideration of Customer's taking title to the Aircraft at time of delivery and becoming the operator of the Aircraft. Except as provided in Letter Agreement No. UCH-PA-03776-LA-1208238, this Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing. ***

8. Confidentiality

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UCH-PA-03776-LA-1208234.

BOEING

Very truly yours,

THE BOEING COMPANY

By /s/ ***

Its Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: July 12, 2012

United Continental Holdings, Inc.

By /s/ Gerald Laderman

Its Senior Vice President – Finance and Treasurer



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UCH-PA-03776-LA-1208055

United Continental Holdings, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: ***

Reference: Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Continental Holdings, Inc. (**Customer**) relating to Model 737-9 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Definitions.

*** **Notice** means the written communication provided by Boeing to Customer in accordance with the requirements of Article 4.1, below.

*** will have the meaning specified in letter agreement ***.

Program Aircraft means each Aircraft specified in Table 1 of the Purchase Agreement as of the date of this Letter Agreement and any Option Aircraft for which Customer has exercised its option exercise rights.

2. Applicability.

Notwithstanding any other provision of the Purchase Agreement to the contrary, the parties agree that the *** for the Airframe Price and Optional Features Prices for each Program Aircraft shall be determined in accordance with this Letter Agreement.

3. *** Forecast.

Boeing will release an *** forecast in *** of each year based on Boeing's then current standard ***. Only one *** forecast shall be used to conduct the *** analysis performed in accordance with Article 4.1, below, for a given Program Aircraft. The *** forecast applicable to a given Program Aircraft is set forth in Attachment A.

4. ***

4.1 ***



4.2 ***

4.3 *** escalation rate of less than ***percent (***%), then the cumulative annual escalation applicable to such Program Aircraft will be determined pursuant to Article 5 below.

5. ***

6. ***

7. ***

8. Assignment.

Except as provided in Letter Agreement No. UCH-PA-03776-LA-1208238, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part,

9. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.



Very truly yours,

THE BOEING COMPANY

By /s/ ***

Its Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: July 12, 2012

United Continental Holdings, Inc.

By /s/ Gerald Laderman

Its Senior Vice President – Finance and Treasurer



ATTACHMENT A
***** Forecast & *** Notice Date**

*** **Forecast**	**Applicable to Program Aircraft Delivering in Time Period**	***** Notice Date**
***	***	***
***	***	***
***	***	***
***	***	***
***	***	***

***	***	***
***	***	***
***	***	***
***	***	***
***	***	***
***	***	***
***	***	***
***	***	***
***	***	***
***	***	***
***	***	***
***	***	***



ATTACHMENT B
***

***	***	***	***
***	***	***	***
***	***	***	***
***	***	***	***



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UCH-PA-03776-LA-1208122

United Continental Holdings, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: ***

Reference: Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Continental Holdings, Inc. (**Customer**) relating to Model 737-9 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Definition of Terms:

***

1. ***

2. Interest.

In *** to the *** in paragraph 1, for *** commencing *** after the *** interest calculated as follows (**Interest**):

The product of the daily interest rate (computed by dividing the interest rate in effect for each day by three hundred sixty-five (365) day, or three hundred sixty-six (366) days, as the case may be) times the entire amount of advance payments received by Boeing for such Aircraft. The interest rate in effect for each day shall be computed using the *** rate as published in the Wall Street Journal, US edition, effective the first business day of the *** and reset ***.

Such interest will be calculated on a simple interest basis and paid in full at the same time as the ***.

3. ***

3.1 Boeing agrees to provide an ***the ***. The intent of providing such *** is to *** the ***, as provided for in the Purchase Agreement, on the ***from the ***to the *** of *** to ***under the Purchase Agreement.

3.2*** will be determined by subtracting the *** and ***at the *** for ***as provided in the Purchase Agreement, if applicable) ***at the ***as provided in the Purchase Agreement, if applicable).

4. ***

Customer will not have the right to *** to *** of any *** because of a *** and ***the***for such ***. Within*** of receipt of *** that *** of an *** will be *** the ***, *** the***as to such ***by *** to *** Subject to Articles 4.1, 4.2, and 4.3 of this Letter Agreement, if ***the ***the*** will ***for that ***

4.1 In the event that Customer *** the *** pursuant to Article 4 of this Letter Agreement, and the ***, then *** the ***as to such ***to***must be provided ***of ***of ***from *** that the ***for such ***will be an *** the***. If *** the ***, then the ***will ***for that ***.

4.2 For each additional *** the***may ***the ***as to such *** by ***to ***to ***must be provided ***of ***of***from ***that the ***for such ***will be an ***the ***the ***, then the ***for that ***.

4.3 In the event that the *** of a ***, and the *** then ***. For Aircraft that are not impacted by ***, Customer *** this Purchase Agreement.

5. ***

If the Purchase Agreement is *** with respect to any *** for a *** will, *** and Interest as described above, *** to Customer the *** of the *** received by *** for such ***.

6. ***

The *** in this Letter Agreement are *** for a *** and are *** all *** of Customer *** or otherwise *** in the *** delivery. Customer *** or otherwise for any such ***.

7. Assignment.

Except as provided in Letter Agreement No. UCH-PA-03776-LA-1208238, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

8. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UCH-PA-03776-LA-1208234.

BOEING

Very truly yours,

THE BOEING COMPANY

By /s/ ***

Its Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: July 12, 2012

United Continental Holdings, Inc.



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UCH-PA-03776-LA-1208123

United Continental Holdings, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: *** Matters

Reference: Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Continental Holdings, Inc. (**Customer**) relating to Model 737-9 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. *** Guarantees.

1.1 At the time of signing of the Purchase Agreement, the *** for the Aircraft is not fully defined and as such, *** will provide *** complete *** guarantees applicable to the Aircraft no later than ***, as detailed in letter agreement UCH-PA-03776-LA-1207643.

1.2 *** Commitment. The Aircraft will have a *** aircraft (*** **Commitment**). This commitment will be assessed by comparing the *** nautical mile baseline *** to the 737 MAX Aircraft. Such *** will use specifically defined standard assumptions, conditions, *** rules and ***. Such *** is set forth in Attachment A to this Letter Agreement.

1.3 Compliance with the *** Commitment. Evidence of compliance with the *** Commitment will be determined as described in the ***, and will be based on the *** and *** and *** pursuant to Article *** of the AGTA ***. Boeing will provide a compliance report using the *** (*** **Report**) to Customer at the time of delivery of *** Aircraft.

1.4 *** In the event that the *** Report provided to Customer pursuant to paragraph 1.3 above shows actual *** for *** Aircraft is *** the *** Commitment, compliance with the *** Commitment will be confirmed for all Aircraft and ***. *** in the event that *** for *** is *** the *** Commitment *** and *** are described in Attachment B to this Letter Agreement.

1.5 *** Guarantees. When Boeing's *** guarantees for the Aircraft (*** **Guarantees**) *** pursuant to Letter Agreement No. UCH-PA-03776-LA-1207643, they will ***. Boeing will incorporate the *** Commitment contained herein and in the *** into the *** Guarantees thereby creating Customer's *** guarantees (*** **Guarantees**). Once available, such *** Guarantees will be incorporated into the Purchase Agreement by a supplemental agreement.



2. Assignment.

Except as provided in Letter Agreement No. UCH-PA-03776-LA-1208238, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or in part,

3. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UCH-PA-03776-LA-1208234.

Very truly yours,

THE BOEING COMPANY

By /s/ ***

Its Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: July 12, 2012

United Continental Holdings, Inc.

By /s/ Gerald Laderman

Its Senior Vice President – Finance and Treasurer

***** COMMITMENT**

FOR UNITED CONTINENTAL HOLDINGS, INC. (UCH) MODEL 737 -9

SECTION	CONTENTS
1	AIRCRAFT MODEL APPLICABILITY
2	*** REFERENCE LEVEL
3	AIRCRAFT CONFIGURATION
4	CONDITIONS
5	DEMONSTRATION

BOEING/UNITED CONTINENTAL HOLDINGS, INC. PROPRIETARY

Attachment A to Letter Agreement
No. UCH-PA-03776-LA-1208123

1 AIRCRAFT MODEL APPLICABILITY

1.1 The *** Reference Level contained in this Attachment is applicable to the 737-9 Aircraft equipped with Boeing furnished LEAP-1B engines.

1.2 The *** Reference Level is based on the performance of a *** and a maximum *** of *** pounds, a maximum *** of *** pounds, and a maximum *** of *** pounds, and equipped with Boeing furnished *** engines.

2 *** REFERENCE LEVEL

2.1.1 The *** Reference Level for a stage length of *** nautical miles in still air with a *** pound payload using the conditions and operating rules defined below is:

*** Reference Level: *** Pounds

Conditions and operating rules:

Stage Length:	The stage length is defined as the sum of the distances for climb, cruise, and descent.
***:	The *** is defined as the sum of *** taxi-out, takeoff and climbout maneuver, climb, cruise, descent, approach and landing maneuver, and taxi-in.
Takeoff:	The airport altitude is ***.
	The *** is *** the airport conditions.
	Maximum takeoff thrust is used for the takeoff.
	The *** shall conform to FAA Regulations.
Climbout Maneuver:	Following the takeoff to *** feet, the Aircraft accelerates to ***KCAS while climbing to *** feet above the departure airport altitude and retracting flaps and landing gear.
Climb:	The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.

	The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum block fuel.
	The climb continues at the recommended climb speed for minimum block fuel until *** Mach number is reached.
	The climb continues at *** Mach number to the initial cruise altitude.
	The temperature is standard day during climb.
	Maximum climb thrust is used during climb.
Cruise:	The Aircraft cruises at *** Mach number.
	The initial cruise altitude is *** feet.
	A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.
	The temperature is standard day during cruise.
	The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.
Descent:	The Aircraft descends fro m the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.
	Throughout the descent, the cabin pressure will be controlled to a maximum rate of descent equivalent to *** feet per minute at sea level.
	The temperature is standard day during descent.
Approach and Landing Maneuver:	The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.
	The destination airport altitude is ***.

Fixed Allowances:	For the purpose of establishing the *** Reference Level the following *** fixed quantities and allowances were used: *** For information purposes, the reserve fuel is based on a standard day temperature and a contingency fuel allowance equivalent to *** minutes of continued cruise starting at the end of the mission cruise and at *** Mach number.

2.1.2 * Operational Empty Weight Basis**

The Operational Empty Weight (OEW) derived in Paragraph 2.1.3 is the basis for the *** Reference Level of Paragraph 2.1.1.

2.1.3 * Weight Summary - United Air Lines**

	Pounds
Standard Model Specification MEW	***
Configuration Specification ***	
*** Tourist Class Passengers	
***	
*** lb (*** kg) Maximum Taxi Weight	
*** U.S. Gallons (*** liters) Fuel Capacity	
***	
***	***
***	
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
United Air Lines Manufacturer's Empty Weight (MEW)	***
Standard and Operational Items Allowance (Paragraph 2.1.4)	***
United Air Lines Operational Empty Weight (OEW)	***
***	***
United Air Lines Post-Delivery Operational Empty Weight (OEW)	***

	Quantity	Pounds	Pounds
* Seat Weight Included:			***
***	***	***	
***	***	***	
***	***	***	

2.1.4 Standard and Operational Items Allowance

	Qty	Pounds	Pounds	Pounds
Standard Items Allowance				***
Unusable Fuel			***	
Oil			***	
Oxygen Equipment			***	
Passenger Portable	***	***		
Crew Masks	***	***		
Miscellaneous Equipment			***	
Crash Axe	***	***		
Megaphones	***	***		
Flashlights	***	***		
Smoke Hoods	***	***		

Galley Structure & Fixed Inserts			***	
Operational Items Allowance				***
Crew and Crew Baggage			***	
Flight Crew	***	***		
Cabin Crew	***	***		
Baggage	***	***		
Catering Allowance & Removable Inserts			***	
First Class	***	***		
Business Class	***	***		
Economy Class	***	***		
Passenger Service Equipment	***		***	
Potable Water —60 USG			***	
Waste Tank Disinfectant			***	
Emergency Equipment			***	
Escape Slides—Forward	***	***		***
Escape Slides—Aft	***	***		
Life Vests—Crew and Passengers	***	***		
Life Rafts	***	***		
Auto Radio Beacon (ELT)	***	***		
Total Standard and Operational Items Allowance				***

3 AIRCRAFT CONFIGURATION

3.1 *** Aircraft Configuration

The *** Reference Level contained in this attachment is based on the *** Aircraft configuration *** as defined in Detail Specification *** including assumed changes to a new United Airlines configuration, the *** Aircraft weights specified in Section 1.2 and the OEW derived in Section 2.1.3.

3.2 737-9 Aircraft Configuration

The configuration of the 737 -9 used to demonstrate performance relative to the *** Reference Level will be the delivered configuration of 737 -9 as defined in the Detail Specification *** (hereinafter referred to as the Detail Specification) plus adjustments, if required, to reflect a configuration similar to that of the *** in Section 2.1.3.

4 CONDITIONS

4.1 The performance data of Section 2 are based on the International Standard Atmosphere (ISA) and specified variations therefrom; altitudes are pressure altitudes.

4.2 The climb, cruise and descent portions of the mission *** Reference Level include allowances for normal power extraction and engine bleed for normal operation of the air conditioning system. Normal electrical power extraction shall be defined as not less than a *** kilowatts total electrical load. ***

4.3 Performance of the climb, cruise and descent portions of the *** Reference Level will be based on an Aircraft center of gravity location, as determined by Boeing, not to be aft of *** percent of the mean aerodynamic chord.

4.4 Performance, where applicable, is based on a fuel Lower Heating Value (LHV) of *** BTU per pound and a fuel density of *** pounds per U.S. gallon.

5 DEMONSTRATION

5.1 Demonstration of the 737 -9 performance relative to the *** Reference Level shall be based on the conditions specified in Section 2 (other than the OEW and fixed allowances), the 737 -9 Aircraft configuration of Section 3 and the conditions of Section 4 and the fixed allowances of paragraph 5.2 and the OEW established in paragraph 5.4.

5.2 For the purpose of demonstrating the performance of the 737 -9 relative to the *** Reference Level the following shall be used as fixed quantities and allowances:

***

5.3 Demonstration of the 737 -9 performance for the climb, cruise and descent portions of the *** Reference Level commitment shall be established by calculations based on flight test data obtained from a 737 -9 aircraft in a configuration similar to that defined by the Detail Specification.

5.4 The OEW used for demonstrating the 737 -9 performance relative to the *** Reference Level shall be the actual MEW plus the Standard and Operational Items Allowance in Paragraph *** of the Detail Specification plus adjustments to the United Air Lines, Inc. Manufacturers Empty Weight and Standard and Operational Items Allowance to reflect a configuration similar to that of the *** shown in Section 2.1.3.

5.5 The data derived from tests shall be adjusted as required by conventional methods of correction, interpolation or extrapolation in accordance with established engineering practices to demonstrate performance of the 737 -9 relative to the *** Reference Level.

5.6 The demonstrated performance shall be based on the performance of the airframe and engines in combination, and shall not be contingent on the engine meeting its manufacturer's performance specification.

***

FOR UNITED CONTINENTAL HOLDINGS, INC. (UCH) MODEL 737-9 MAX

The Attachment A to this Letter Agreement contains the *** relative to the *** Commitment in this Letter Agreement. Boeing offers the following items in the event that the *** report furnished to Customer for the Aircraft pursuant to the Demonstration Procedure shows *** Commitment (***).

1. Rights and Obligations in the Event of a ***.

1.1 Aircraft Delivery. In the event of a *** for any Aircraft, at the time Boeing tenders that Aircraft for delivery, *** set forth in paragraph 1.2 or paragraph 2. Customer *** delivery of such Aircraft ***.

1.2 Post Delivery *** or *** the ***. In the event of a *** for any Aircraft, the following terms and conditions will apply:

1.2.1 *** or cause to be *** by *** parts and/or *** parts (***) which, *** such Aircraft, *** or *** the ***.

1.2.2 If *** or to cause to be *** such Aircraft, then Customer and Boeing will *** upon the details of *** program. *** will be provided *** to ***.

1.2.3 If Customer elects to *** such Aircraft, *** within *** days after the delivery *** if *** can be *** during ***. *** which cannot be *** during *** will be *** within a mutually agreed period of time. All *** will be *** in accordance with Boeing and engine manufacturer instructions.

1.2.4 *** will provide and/or will cause *** to provide *** of *** and *** to ***at the *** in effect at the***of***between *** and ***or ***and*** as applicable. *** related to engines will apply also to spare engines ***. Boeing *** will give Customer reasonable advance written notice of the estimated *** at Customer's maintenance base for any such ***. ***for *** this Letter Agreement and be *** to *** and ***using established ***and other terms identified in the***contemplated in paragraph*** herein.

2. ***.

If Boeing has ***, or caused to be provided *** which *** the ***, then Boeing will *** described in this paragraph 2. Subject to mutual agreement,

Boeing and Customer may elect to *** under paragraph 1 herein *** of *** described in this paragraph 2.

2.1 ***. Boeing will ***, in the *** of *** in *** for each *** the *** in ***. The *** will be *** for *** of the *** that are ***.

2.2 *** Commitment. In the event that the Aircraft *** over *** is less than ***, then Customer and Boeing will work together in good faith to reach *** to adequately address *** for any Aircraft. If *** is *** to provide *** to adequately address the *** within a reasonable timeframe and does not *** (within a reasonable timeframe) that it will provide ***, then *** will have the ***to ***any such *** and, if the *** ***the ***of the ***to *** the ***to*** the ***.

2.3 ***. *** to Customer pursuant to this section 2 will be *** by Boeing and/or *** at the time of Aircraft delivery. No *** will be *** pursuant to this section 2 for any Aircraft not *** Customer. Each *** will be *** of delivery of the Aircraft for which ***.

2.4 *** Adjustments. The *** of *** attributable to any *** will be determined by Boeing analysis based on data certified to be correct by Boeing. The *** of such *** will be deemed to be the *** of *** as calculated using reasonable *** based on the data

furnished pursuant to Article *** of the AGTA. If *** are *** in an Aircraft as set forth in paragraph 1.2 above, payments of the *** will be *** by an***with the ***in the ***after such ***are ***. If Customer elects not to *** in any applicable Aircraft as set forth in paragraph 1.2 above, ***of the ***will be ***by an ***with the ***in the ***which would have been ***had such ***been ***.

3. ***.

Boeing and Customer agree it is not the intent of the parties to provide benefits hereunder that *** to be provided (a) by Boeing under the Purchase Agreement, or any other agreement between Boeing and Customer, or (b) by *** under any agreement between *** and Customer, due to the Aircraft *** any *** similar to the *** Commitment or any *** that otherwise impacts ***. Boeing may *** its *** to ***the***or to be ***to ***by *** or ***pursuant to such other *** or ***

4. ***.

Customer agrees that the *** contained in paragraphs 1 and 2 herein are *** for purposes of *** with respect to the *** Commitment of Customer's Aircraft and are *** and *** Customer may have, ***, in connection therewith and shall *** and *** and *** of any and all of Boeing's *** and *** to Customer in connection therewith. Customer *** Boeing and *** and *** all *** and *** and *** or otherwise, *** relating to *** such *** Commitment.

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UCH-PA-03776-LA-1208157

United Continental Holdings, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: ***

Reference: Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Continental Holdings, Inc. (**Customer**) relating to Model 737-9 aircraft (**Aircraft**)

This Letter Agreement amends and supplements the Purchase Agreement. All terms used herein and in the Agreement, and not defined herein, will have the same meaning as in the Agreement.

Subject to the terms, provisions, and conditions described herein, ***.

1. Customer's ***.

Boeing *** Customer, *** as described in paragraph 3 below, *** for the respective model type. The Effective Date of such *** shall be the date that *** to Customer, unless otherwise mutually agreed to. *** for the applicable Aircraft is ***. *** not later than *** after receipt of Customer's ***.

2. ***.

At the time of delivery of each Aircraft, or *** after delivery of an Aircraft, *** Customer. Such *** shall be *** identifying the Aircraft Manufacturer's Serial Number (MSN), the delivery date and the Effective Date of ***. The *** shall also indicate ***. Customer may *** subsequent to the Effective Date. If Customer ***, then Customer shall *** as outlined in paragraph 3 below.

3. ***.

Customer shall *** in accordance with either the *** set forth below, at Customer's option.

3.1 ***.



3.2 ***

3.3 ***

3.4 ***

3.5 ***

4.1 ***

4.2 ***

5. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UCH-PA-03776-LA-1208234.



Very truly yours,

THE BOEING COMPANY

By /s/ ***

Its Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: July 12, 2012

United Continental Holdings, Inc.

By /s/ Gerald Laderman

Its Senior Vice President – Finance and Treasurer



Attachment A to Letter Agreement UCH-PA-03776-LA-1208157

Date:

United Continental Holdings, Inc.

77 West Wacker Drive
Chicago, Illinois 60601-0100

Attention: Technical Department

Reference: Letter Agreement UCH-PA-03776-LA-1208157 to Purchase Agreement 03776

***

Very truly yours,

THE BOEING COMPANY

By: _____

Its: _____

BOEING/UNITED CONTINENTAL HOLDINGS, INC. PROPRIETARY

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UCH-PA-03776-LA-1208234

United Continental Holdings, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: Privileged and Confidential Matters

Reference: Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Continental Holdings, Inc. (**Customer**) relating to Model 737-9 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Boeing and Customer agree that certain commercial and financial information contained in or transmitted pursuant to the Purchase Agreement and the Aircraft General Terms Agreement (**AGTA**) (together the "Purchase Agreement") between Boeing and Customer and all letter agreements made a part of the Purchase Agreement, including exhibits or attachments thereto are considered by Boeing and Customer as privileged and confidential and the parties agree that the information contained therein or transmitted pursuant to (**Information**) represents confidential business information. Except as specified below, each of Boeing and Customer is prohibited from disclosing the Information to any person, entity, or government agency. Each party shall protect the confidentiality of such Information in the manner similar to how a party protects its own Information of a similar nature, but with no less than a reasonable standard of care. This provision shall not restrict a party from taking any steps necessary to protect and safeguard its interests relating to the Information, including obtaining a protective order or other injunctive relief, where appropriate.

(a) *Employees*. A party may disclose the Information to its own employees (including the employees of Customer's controlled subsidiaries United Air Lines, Inc. and Continental Airlines, Inc.) who (i) have a need to know the Information for purposes of assisting said party in the evaluation or administration of the Purchase Agreement or such party's business operations and (ii) have been instructed to not disclose the Information except as provided by this Letter Agreement.

(b) *Professional Advisors*. A party may disclose the Information to its auditors, insurers, financial advisors, *** and attorneys ("Professional Advisors") who have a need to know the Information in connection with providing services to said party only when said party has first obtained

from the Professional Advisor a written obligation of confidentiality and restricted use that is no less restrictive than the terms of this Letter Agreement. Each party shall be fully responsible to the other party for the Professional Advisors' compliance with such obligations.

(c) *Regulatory Requirements*. A party may disclose in a regulatory or other government filing that part of the Information which is required by applicable law or regulation to be disclosed in such regulatory or other governmental filings, including filings with the Securities and Exchange Commission ("**SEC**"), but only in accordance with the following requirements:

(i) The disclosing party shall advise the other party in writing of such disclosure requirement prior to making such disclosure to enable the other party to take those steps it deems necessary to protect the Information; and

(ii) The disclosing party shall, as requested by the other party, seek redaction and/or confidential treatment for the Information or parts thereof from the SEC or other applicable regulators.

Very truly yours,

THE BOEING COMPANY

By /s/ ***

Its Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: July 12, 2012

United Continental Holdings, Inc.

By /s/ Gerald Laderman

Its Senior Vice President – Finance and Treasurer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UCH-PA-03776-LA-1208238

United Continental Holdings, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: Assignment Matters

Reference: Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Continental Holdings, Inc. (**Customer**) relating to Model 737-9 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Notwithstanding any statement to the contrary in the Purchase Agreement or letter agreements to the Purchase Agreement, Boeing

Notwithstanding any statement to the contrary in the Purchase Agreement or letter agreements to the Purchase Agreement, Boeing acknowledges that Customer will not become the operator of the Aircraft (and is not an airline), and that Customer intends to assign its rights and obligations under the Purchase Agreement with respect to all or a portion of the Aircraft to one or both of Customer's controlled subsidiaries United Air Lines, Inc. or Continental Airlines, Inc. Except for the fact that Customer will not be the operator of the Aircraft (and is not an airline), Boeing agrees that Customer will remain entitled to and subject to all of the rights and obligations provided under the Purchase Agreement, subject to Article 1 of this Letter Agreement.

1. Assignment of Customer's Interest.

Boeing hereby consents to Customer's assignment of Customer's rights and interest under the Purchase Agreement to: 1) Customer's controlled subsidiary United Air Lines, Inc. (**United Air Lines**), 2) Customer's controlled subsidiary Continental Airlines, Inc. (**Continental Airlines**), or 3) the successor entity resulting from the merger or consolidation of United Air Lines, Continental Airlines, and/or Customer (**UAL Entity**), in each case subject to the following terms and conditions:

1.1 Customer must notify Boeing of its intent to exercise its right to assign Aircraft in writing no less than *** days prior to the first day of the scheduled delivery month of the Aircraft to be assigned;

1.2 Boeing shall not be subject to any additional liability as a result of the assignment which Boeing would not otherwise be subject to under the Purchase Agreement;

1.3 Customer's assignment will include all of its rights and obligations under the Purchase Agreement with respect to the Aircraft being assigned, and Customer's



assignee will assume all of Customer's right and obligations under the Purchase Agreement with respect to the Aircraft being assigned. Upon Customer's assignment of all of its rights and obligations under the Purchase Agreement with respect to the Aircraft being assigned to Customer's assignee, Customer *** under the Purchase Agreement *** Boeing with respect to the Aircraft being assigned. In the event of an assignment of all of Customer's rights and obligations under the Purchase Agreement to Customer's assignee, Customer *** under the Purchase Agreement *** Boeing.

1.4 If Customer's assignees are either United Air Lines or Continental Airlines, then United Air Lines or Continental Airlines remain as controlled subsidiaries of Customer respectively at the time of assignment.

1.5 The assignment shall not modify in any respect the continued rights of Boeing under the Purchase Agreement, or require Boeing to divest itself of title to or possession of the Aircraft, or any other things, until delivery thereof and full payment is provided to Boeing.

2. Assignment.

This Letter Agreement is provided as an accommodation to Customer in consideration of its relationship with Boeing, and can only be assigned pursuant to Article 9 of the AGTA, as amended.

3. Confidential Treatment.

Customer and Boeing understand that certain commercial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.



Very truly yours,

THE BOEING COMPANY

By /s/ ***

Its Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: July 12, 2012

United Continental Holdings, Inc.

By /s/ Gerald Laderman

Its Senior Vice President – Finance and Treasurer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UCH-PA-03776-LA-1208596

United Continental Holdings, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: AGTA Matters

Reference: Purchase Agreement No. 03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Continental Holdings, Inc. (**Customer**) relating to Model 737-9 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the United Continental Holdings, Inc. Aircraft General Terms Agreement (**AGTA**). All terms used but not defined in this Letter Agreement shall have the same meaning as in the AGTA.

1. AGTA Basic Articles.

1.1.1 Article 2.1.1, "Airframe Price," of the basic articles of the AGTA is revised to read as follows: **Airframe Price** is defined as the price of the airframe for a specific model of aircraft described in a purchase agreement. (For Models 737-600, 737-700, 737-800, 737-900ER, 737-7, 737-8, 737-9, 747-8, 777-200LR, and 777-300ER ***)

1.1.2 Article 2.1.3, "Engine Price" of the basic articles of the AGTA is revised to read as follows: **Engine Price** is defined as the price set by the engine manufacturer for a specific engine to be installed on the model of aircraft described in a purchase agreement (*** to Models 737-600, 737-700, 737-800, 737-900ER, 737-7, 737-8, 737-9, 747-8, 777-200LR and 777-300ER).

1.1.3 Article 2.1.5, "Escalation Adjustment" of the basic articles of the AGTA is revised to read as follows: **Escalation Adjustment** is defined as the price adjustment to the Airframe Price (*** for Models 737-600, 737-700 737-800, 737-900ER, 737-7, 737-8, 737-9, 747-8, 777-200LR and 777-300ER) and the Optional Features Prices resulting from the calculation using the economic price formula contained in the *** to the ***. The price adjustment to the Engine Price for all other models of aircraft will be calculated using the *** in the *** to the ***.

2. Appendices to the AGTA.

BOEING

2.1 Appendix I, entitled "SAMPLE Insurance Certificate" the Combined Single Limit Bodily Injury and Property Damage: U.S. Dollars ($) any one occurrence each Aircraft (with aggregates as applicable) is added for the 737-7/8/9 in the amount of US$***.

3. Exhibit C to the AGTA, "Product Assurance Document".

3.1 Part 2, Article 3.1, subsection (i), of Exhibit C of the AGTA is revised to read as follows: for Boeing aircraft models 777F, 777-200, -300, 737-600, -700, -800, -900ER, -7, -8, -9, 787 or new aircraft models designed and manufactured with similar, new technology and for the model 747-8, the warranty period ends *** months after Delivery.

Very truly yours,

THE BOEING COMPANY

By /s/ ***

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: July 12, 2012

United Continental Holdings, Inc.

By /s/ Gerald Laderman

Its Senior Vice President – Finance and Treasurer

BOEING/UNITED CONTINENTAL HOLDINGS, INC. PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UCH-PA-03776-LA-1208869

United Continental Holdings, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: Delivery *** Matters

Reference: Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Continental Holdings, Inc. (**Customer**) relating to Model 737-9 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Delivery ***. *** has requested, and *** has agreed to provide, ***in the *** of *** will provide *** subject to the following terms and conditions:

1.1 Such *** is offered to *** subject to available ***.

1.2 Such *** may *** for a period of no greater than ***.

1.3 Such *** will be available for Aircraft deliveries in ***, and will be limited to no more than ***.

1.4 *** must exercise the *** by providing *** with written notification at least *** months prior to the first day of *** or *** the Aircraft for which the *** is requested.

2. Reciprocal ***. Should *** successfully exercise its *** pursuant to the terms of this Letter Agreement, *** will be provided with a *** subject to the following terms and conditions:

2.1 Such *** may *** for a period of no greater than ***.

2.2 *** will be provided with *** after every *** successfully exercised ***. Unless exercised pursuant to the terms and conditions of this Letter Agreement, each *** will terminate *** months from the first day of the month that such *** is made available to ***.

2.3 *** must exercise each *** by providing *** with written notification at least *** months prior to the first day of the *** or *** of the Aircraft for which the *** will be applied to.

3. Assignment.

Except as provided in Letter Agreement No. UCH-PA-03776-LA-1208238, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or in part



4. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UCH-PA-03776-LA-1208234.

Very truly yours,

THE BOEING COMPANY

By /s/ ***

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: July 12, 2012

United Continental Holdings, Inc.

By /s/ Gerald Laderman

Its Senior Vice President - Finance and Treasurer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03784-LA-1207869

United Air Lines, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

United Continental Holdings, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: 737 Production Adjustments

Reference: 1) Purchase Agreement No. 03784 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Air Lines, Inc. (**Customer**) relating to Model 737-900ER aircraft (including any 737-700 or 737-800 aircraft, collectively the **737NG Aircraft**)

***

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement ***. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. 737 Production Adjustments

For any scheduled deliveries from ***, Boeing may *** or *** to *** of the *** (**737 Production Adjustment**), provided that such 737 Production Adjustment *** in a ***. If Boeing elects to take such action, for those *** by a 737 Production Adjustment, Boeing will *** of the *** with the *** of the ***.

2. Notice and Purchase Agreement Amendment.

2.1*** Notice. If Boeing elects to implement the 737 Production Adjustment, no later than *** months prior to the first day of the scheduled delivery month of the ***, Boeing will provide Customer written notice of its intention to *** of the *** with the *** of a *** (*** **Notice**). Such *** Notice will i) represent that Boeing has elected to implement a 737 Production Adjustment, and ii) *** the *** of ***. Boeing's notice will constitute an amendment to the Purchase Agreement to *** the *** and an amendment to the *** to *** the *** in accordance with the terms and conditions set forth herein (**Amendment**).

2.2 Delivery Schedule. Boeing will ***, within its then-current production capacity, to *** for the *** as the *** of the *** (**Original Delivery Month**). In the event Boeing is ***, then Boeing will *** to the ***, and ***. In addition, Boeing will consider and make *** efforts to accommodate Customer requests regarding *** quantities in certain months.

BOEING

2.3 Advance Payments. If the advance payments owed for any *** is *** than the advance payments paid for the ***, then within ***, *** will pay *** the amount of the difference in advance payments due as of the date of the ***. If the advance payments paid for a the applicable *** is *** than the advance payments owed for the ***.

2.4 Other Terms and Conditions. All other terms and conditions of the ***, including but not limited to Aircraft Basic Price, Escalation Adjustment and Detail Specification, shall apply to the ***.

3. Effectiveness; Conforming Changes to Purchase Agreement.

The terms of this Letter Agreement will be fully effective upon the date of the *** Notice. Once effective, the terms of this Letter Agreement will supersede the corresponding terms of the Purchase Agreement ***. The execution of the ***, as discussed below, is to facilitate contract administration and is not a condition to the effectiveness of this Letter Agreement or the *** Notice. The Parties will execute a supplemental agreement to the Purchase Agreement *** to conform the Purchase Agreement terms to this Letter Agreement. Boeing and Customer, acting in good faith, will execute the *** as soon as reasonably practicable after Customer's receipt of the ***

Notice, but not later than *** days from the date thereof. In the event of any conflict between the terms and conditions of this Letter Agreement and the ***, the terms and conditions of this Letter Agreement shall control.

4. Confidential Treatment.

Customer, United Continental Holdings, Inc. and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing, United Continental Holdings, Inc. and Customer as confidential and are subject to the terms and conditions set forth in letter agreement number UAL-PA-03784-LA-1208938 ***.



Very truly yours,

THE BOEING COMPANY

By /s/ ***

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: July 12, 2012

United Air Lines, Inc.

By /s/ Gerald Laderman

Its Senior Vice President – Finance and Treasurer

United Continental Holdings, Inc.

By /s/ Gerald Laderman

Its Senior Vice President – Finance and Treasurer

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

Supplemental Agreement No. 1

to

Purchase Agreement No. 03776

between

The Boeing Company

and

United Continental Holdings, Inc.

Relating to Boeing Model 737-9 Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of June 17, 2013, by and between THE BOEING COMPANY (Boeing) and UNITED CONTINENTAL HOLDINGS, INC. (Customer);

WHEREAS, the parties hereto entered into Purchase Agreement No. 03776 dated July 12, 2012, as amended and supplemented (the Purchase Agreement), relating to the purchase and sale of Boeing Model 737-9 aircraft (Aircraft). This Supplemental Agreement is an amendment to the Purchase Agreement;

WHEREAS, Boeing and Customer have agreed to *** Aircraft *** scheduled for delivery from *** through *** (MAX *** Aircraft);

WHEREAS, Boeing and Customer agree that 787-10 Model aircraft program launch requires approval from the Boeing Board of Directors, pursuant to Letter Agreement as detailed in Letter Agreement UAL-PA-03860-LA-1301380.

WHEREAS, Boeing and Customer agree that the MAX *** Aircraft will be ***;

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

1. Table of Contents and Tables:

1.1 Remove and replace, in its entirety, the "Table of Contents," with the "Table of Contents" attached hereto, to reflect the changes made by this Supplemental Agreement No. 1.

BOEING/UNITED CONTINENTAL HOLDINGS, INC. PROPRIETARY

1.2 Remove and replace, in its entirety, Table 1 for the Aircraft with the Table 1 attached hereto and marked with the "SA-1" legend.

2. Effective Date:

This Supplemental Agreement No. 1 shall be effective subject to satisfaction of all of the following conditions precedent (collectively the **Conditions Precedent**):

Execution of Supplemental Agreement No. 1 to Purchase Agreement No. 3860 between Boeing and United Airlines, Inc. (**United**) relating to Model 787 aircraft (the **UAL Purchase Agreement**) by Boeing and United;

Execution of Supplemental Agreement No. 8 to Purchase Agreement No. 2484 (the **CAL Purchase Agreement**) between Boeing and United relating to Boeing Model 787 aircraft by Boeing and United;

Execution of this Supplemental Agreement No. 1 to the Purchase Agreement;

Upon satisfaction of the Conditions Precedent, the Agreement will be deemed to be supplemented to the extent herein provided as of the date hereof and as so supplemented will continue in full force and effect.

[The rest of the page is intentionally blank. Signature page follows.]

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

THE BOEING COMPANY	UNITED CONTINENTAL HOLDINGS, INC.
***	/s/ Gerald Laderman
Signature	Signature
Attorney-in-Fact	Senior Vice President – Finance and Treasurer
Title	Title

BOEING/UNITED CONTINENTAL HOLDINGS, INC. PROPRIETARY

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BOEING/UNITED CONTINENTAL HOLDINGS, INC. PROPRIETARY

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SUPPLEMENTAL AGREEMENTS	**DATED AS OF**
Supplemental Agreement No. 1	**June 17, 2013**

Table 1 To
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and Advance Payments

Airframe Model/MTOW:	737-9	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	CFM-LEAP-1B***	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$ ***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$ ***			
Sub-Total of Airframe and Features:		$ ***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		$ ***	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		$ ***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:		$ ***			
Seller Purchased Equipment (SPE) Estimate:		$ ***			
Deposit per Aircraft:		$ ***			

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): ***	***	***	***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
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Table 1 To
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and Advance Payments

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Table 1 To
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): ***	***	***	***
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Table 1 To
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): ***	***	***	***
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***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
Total	100								

* Nominal delivery month, *** pursuant to Letter Agreement number UCH-PA-03776-LA-1207643.

Note: The estimated Advance Payment Base Prices have been calculated using a ***, ***, and ***, as follows:

***	$***
***	$***
***	$***
***	$***

Exhibit 10.5

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

PURCHASE AGREEMENT ASSIGNMENT
by
UNITED CONTINENTAL HOLDINGS, INC.
to
UNITED AIRLINES, INC.

THIS PURCHASE AGREEMENT ASSIGNMENT (**Assignment**) dated as of October 23, 2013 is between United Continental Holdings, Inc., a Delaware corporation, (**Assignor**) and United Airlines, Inc. (a Delaware corporation formerly known as Continental Airlines, Inc. and successor by merger to United Airlines, Inc.) (**Assignee**). Capitalized terms used herein without definition will have the same meaning as in the Boeing Purchase Agreement (as that term is defined in Section 1 herein).

Assignor and The Boeing Company, a Delaware corporation, (**Boeing**) are parties to the Boeing Purchase Agreement, providing, among other things, for the sale by Boeing to Assignor of certain aircraft, engines and related equipment.

Assignor wishes to assign to Assignee all of its rights and interests in and to the Boeing Purchase Agreement, and Assignee wishes to acquire such rights and interests from Assignor and to assume all of Assignor's obligations and liabilities under the Purchase Agreement, in each case subject to the terms and conditions set forth herein.

Assignor and Assignee agree as follows:

1. For all purposes of this Assignment, the following terms will have the following meanings:

Advance Payments — the payments made by Assignor to Boeing under the Boeing Purchase Agreement for the Aircraft.

Aircraft — Boeing model 737 aircraft to be delivered to Assignor conforming to the configuration described in Exhibit A to the Boeing Purchase Agreement in the quantities listed in Table 1 to the Boeing Purchase Agreement.

Boeing — Boeing shall include any wholly-owned subsidiary of Boeing, and its successors and assigns.

Boeing Purchase Agreement — Purchase Agreement No. PA-03776 dated as of July 12, 2012 between Boeing and Assignor, as amended, providing, among other things, for the sale by Boeing to Assignor of the Aircraft, as said agreement may be further amended to the extent permitted by its terms. The Boeing Purchase Agreement incorporates by reference the terms and conditions of Aircraft General Terms Agreement dated as of July 12, 2012 between the Assignor and Boeing identified as UCH-AGTA, as amended (**AGTA**).

Credit Memoranda — the relevant credit memoranda reflecting amounts creditable to Assignor under the Boeing Purchase Agreement in respect of the Aircraft.

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2. Assignor does hereby assign to Assignee all of Assignor's rights, title and interests under, in and to the Boeing Purchase Agreement, including, without limitation, (a) the right to purchase and take title to the Aircraft, (b) the right to the benefit of the Advance Payments, and (c) the Credit Memoranda.

3. Assignee hereby accepts the foregoing assignment and hereby assumes and agrees to perform Assignor's obligations, duties, covenants, indemnities and liabilities under the Boeing Purchase Agreement, including, without limitation, the obligations of Assignor to purchase and take title to the Aircraft and to pay the outstanding balance of the Purchase Price thereof, after taking into account the Advance Payments and those Credit Memoranda which are applied to the Purchase Price thereof.

4. Assignee, to the exclusion of Assignor, shall exercise in Assignor's name all rights and powers of Customer under the Boeing Purchase Agreement in respect of the Aircraft.

5. Boeing will be entitled to deal solely and exclusively with Assignee, to the exclusion of Assignor. Boeing may act with acquittance and conclusively rely on the assignment by the Assignor to the Assignee effected by this Assignment.

6. Notwithstanding anything contained in this Assignment to the contrary (but without in any way releasing Assignor from any of its duties or

obligations under the Boeing Purchase Agreement), Assignee confirms for the benefit of Boeing that, insofar as the provisions of the Boeing Purchase Agreement relate to the Aircraft, in exercising any rights under the Boeing Purchase Agreement, or in making any claim with respect to the Aircraft or other goods (including, without limitation, Material, training and services) delivered or to be delivered thereunder, the terms and conditions of the Boeing Purchase Agreement, including, without limitation, those relating to the *** shall apply to and be binding upon Assignee to the same extent as if Assignee had been named the original "Customer" thereunder. Assignee further agrees, expressly for the benefit of Boeing, upon the written request of Boeing, Assignee will promptly execute and deliver such further assurances and documents and take such further action as Boeing may reasonably request in order to obtain the full benefits of Assignee's agreements in this Section 6.

7. Nothing contained herein will subject Boeing to any liability to which it would not otherwise be subject under the Boeing Purchase Agreement or modify in any respect the contract rights of Boeing thereunder, or require Boeing to divest itself of title to or possession of the Aircraft or other equipment until delivery thereof and payment therefor as provided therein.

8. This Assignment may be executed by the parties in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

9. This Assignment will be governed by, and construed in accordance with, the laws of the State of Washington.

PURCHASE AGREEMENT ASSIGNMENT
by UNITED CONTINENTAL HOLDINGS, INC. to UNITED AIRLINES, INC.

ASSIGNMENT ACCEPTED AND AGREED TO this 23rd day of October of 2013

UNITED CONTINENTAL HOLDINGS, INC.	**UNITED AIRLINES, INC.**
as Assignor	as Assignee
By: /s/ Gerald Laderman	By: /s/ Gerald Laderman
Gerald Laderman	Gerald Laderman
Printed Name	Printed Name
Its: Senior Vice President – Finance and Treasurer	Its: Senior Vice President – Finance and Treasurer

PURCHASE AGREEMENT ASSIGNMENT
by
UNITED CONTINENTAL HOLDINGS, INC.
to
UNITED AIRLINES, INC.

CONSENT AND AGREEMENT OF
THE BOEING COMPANY

THE BOEING COMPANY, a Delaware corporation (**Boeing**), hereby acknowledges notice of and consents to the foregoing Purchase Agreement Assignment (**Assignment**) as it relates to Boeing in respect of the Aircraft. Boeing confirms to Assignee that: all representations, warranties, indemnities and agreements of Boeing under the Boeing Purchase Agreement with respect to the Aircraft will, subject to the terms and conditions thereof and of the Assignment, inure to the benefit of Assignee to the same extent as if Assignee were originally named "**Customer**" therein.

This Consent and Agreement will be governed by, and construed in accordance with, the law of the State of Washington, excluding the conflict of laws principles thereof.

Dated as of October 23, 2013.

THE BOEING COMPANY

By /s/ Susan Englander
Name: Susan Englander
Title: Attorney-in-Fact

Relating to: Purchase Agreement No. PA-03776 dated as of July 12, 2012 between Boeing and United Continental Holdings, Inc.

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

Supplemental Agreement No. 2

to

Purchase Agreement No. 03776

between

The Boeing Company

and

United Airlines, Inc.

Relating to Boeing Model 737-9 Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of January 14, 2015, by and between THE BOEING COMPANY (Boeing) and UNITED AIRLINES, INC. (a Delaware corporation formerly known as Continental Airlines, Inc. and successor by merger to United Air Lines, Inc.) (Customer);

WHEREAS, the parties hereto entered into Purchase Agreement No. 03776 dated July 12, 2012, as amended and supplemented (Purchase Agreement), relating to the purchase and sale of Boeing model 737-9 aircraft (Aircraft). This Supplemental Agreement is an amendment to the Purchase Agreement;

WHEREAS, Boeing and Customer agree to *** the following *** model 737-*** aircraft (*** Aircraft) in lieu of *** model 737-*** aircraft (*** Aircraft) pursuant to Supplemental Agreement No. 62 to Purchase Agreement No. 1951:

MSN	*** Aircraft Delivery Month	*** Aircraft Delivery Month
***	***	***

WHEREAS, Boeing and Customer agree to *** the following *** model 737-*** Option Aircraft (*** Options):

Delivery Month	Quantity
***	***

WHEREAS, Boeing and Customer agree to *** received by Boeing for the *** Aircraft and the *** Options to the *** Aircraft.

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

1. Table of Contents and Articles.

The Table of Contents, is replaced in its entirety with the Table of Contents that is attached hereto and references this Supplemental Agreement No. 2.

2. Tables.

Table 1 is removed and replaced, in its entirety, with the Table 1 that is attached hereto and references this Supplemental Agreement No. 2.

3. Letter Agreements.

Attachment A to UCH-PA-03776-LA-1207644 is replaced in its entirety with the Attachment A to UCH-PA-03776-LA-1207644 that is attached hereto and references this Supplemental Agreement No. 2.

4. Conditions Precedent: This Supplemental Agreement No. 2 will be effective subject to satisfaction of all of the following conditions precedent (collectively the **Conditions Precedent**):

4.1. Execution of Supplemental Agreement No. 62 to Purchase Agreement No. 1951 between Boeing and Customer relating to Boeing model 737 aircraft; and

4.2. Execution of Purchase Agreement No. 04308 between Boeing and Customer relating to Boeing model 777 aircraft.

Upon satisfaction of the Conditions Precedent, the Purchase Agreement will be deemed to be supplemented to the extent herein provided as of the date hereof and as so supplemented will continue in full force and effect.

Supplemental Agreement No. 2 to
Purchase Agreement No. 03776

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

THE BOEING COMPANY	**UNITED AIRLINES, INC.**
/s/ Susan E. Englander	/s/ Gerald Laderman
Signature	Signature
Attorney-in-Fact	Senior Vice President – Finance, Procurement and Treasurer
Title	Title

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SLP1.	Service Life Policy Components	
LETTER AGREEMENTS		
UCH-PA-03776-LA-1207637	*** Matters	
UCH-PA-03776-LA-1207638	***	
UCH-PA-03776-LA-1207640	Demonstration Flight Waiver	
UCH-PA-03776-LA-1207643	Open Matters	
UCH-PA-03776-LA-1207644	Option Aircraft	**SA-2**
UCH-PA-03776-LA-1207646	Promotional Support	
UCH-PA-03776-LA-1207647	Seller Purchased Equipment	
UCH-PA-03776-LA-1207649	Spare Parts Initial Provisioning	
UCH-PA-03776-LA-1207650	Special Matters	
UCH-PA-03776-LA-1208055	***	
UCH-PA-03776-LA-1208122	***	
UCH-PA-03776-LA-1208123	*** Matters	
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		SA NUMBER
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UCH-PA-03776-LA-1208234	Privileged and Confidential Matters	
UCH-PA-03776-LA-1208596	AGTA Matters	
UCH-PA-03776-LA-1208238	Assignment Matters	
UCH-PA-03776-LA-1208869	Delivery *** Matters	
UAL -PA-03786-LA-1207869	737 Production Adjustments	

	DATED AS OF
SUPPLEMENTAL AGREEMENTS	
Supplemental Agreement No. 1	June 17, 2013
Supplemental Agreement No. 2	**January 14, 2015**

Table 1 To
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and Advance Payments

Airframe Model/MTOW:	737-9	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	CFM-LEAP-1B27	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$ ***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$ ***			
Sub-Total of Airframe and Features:		$ ***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		$ ***	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		$ ***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:		$ ***			
Seller Purchased Equipment (SPE) Estimate:		$ ***			
Deposit per Aircraft:		$ ***			

Escalation	Escalation Estimate

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						***	***	***	***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
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Table 1 To
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
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Table 1 To
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
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Table 1 To
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
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***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
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Table 1 To
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						***	***	***	***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
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Table 1 To
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						***	***	***	***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
Total:	109								

* Nominal delivery month, *** pursuant to Letter Agreement number UCH-PA-03776-LA-1207643.

Note: The estimated Advance Payment Base Prices have been calculated using a *** , and *** , as follows:

***	$***
***	$***
***	$***
***	$***

Attachment A to Letter Agreement No. UCH-PA-03776-LA-1207644
737-9 Option Aircraft Delivery, Description, Price and Advance Payments

Sub-Total of Airframe and Features:	$ ***	**Airframe Escalation Data:**	
Engine Price (Per Aircraft):	$ ***	**Base Year Index (ECI):**	***
Aircraft Basic Price (Excluding BFE/SPE):	$ ***	**Base Year Index (CPI):**	***
Buyer Furnished Equipment (BFE) Estimate:	$ ***		
Seller Purchased Equipment (SPE) Estimate:	$ *** $ ***		
Deposit per Aircraft:	$ ***		

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
					***	***	***	***
***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
Total:	***							

* Nominal delivery months are *** pursuant to Letter Agreement number UCH-PA-03776-LA-1207644.

Note: The estimated Advance Payment Base Prices have been calculated using a ***:

***	$ ***
***	$ ***
***	$ ***
***	$ ***

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

Supplemental Agreement No. 3

to

Purchase Agreement No. 03776

between

The Boeing Company

and

United Airlines, Inc.

Relating to Boeing Model 737-9 Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of May 26, 2015, by and between THE BOEING COMPANY (Boeing) and UNITED AIRLINES, INC. (a Delaware corporation formerly known as Continental Airlines, Inc. and successor by merger to United Air Lines, Inc.) (Customer);

WHEREAS, the parties hereto entered into Purchase Agreement No. 03776 dated July 12, 2012, as amended and supplemented (Purchase Agreement), relating to the purchase and sale of Boeing model 737-9 aircraft (Aircraft). This Supplemental Agreement is an amendment to the Purchase Agreement;

WHEREAS, Boeing and Customer agree to *** the following *** firm model 737-9 Aircraft and *** them with *** new model 737-9 *** Aircraft in the same delivery months:

Aircraft Delivery Month	MSN
***	***

WHEREAS, Boeing and Customer agree to revise the identified manufacturer serial number for the following nine (9) firm model 737-9 Aircraft:

Aircraft Delivery Month	Prior MSN	New MSN
***	***	***

WHEREAS, Boeing and Customer agree to *** firm model 737-9 Aircraft *** under this Supplemental Agreement No. 03 *** for the *** new model 737-9 *** Aircraft *** under this Supplemental Agreement No. 03 and *** Customer's *** for 737 aircraft.

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

1. Table of Contents and Articles.

The "Table of Contents" is deleted in its entirety and replaced with the attached "Table of Contents" (identified by "SA-3").

2. Tables.

"Table 1", *737-9 Aircraft Delivery, Description, Price and Advance Payments*, is deleted in its entirety and replaced with the attached "Table 1", *737-9 Aircraft Delivery, Description, Price and Advance Payments*, (identified by "SA-3").

3. Letter Agreements.

"Attachment A to UCH-PA-03776-LA-1207644" is deleted in its entirety and replaced with the attached "Attachment A to UCH-PA-03776-LA-1207644" (identified by "SA-3").

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

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

THE BOEING COMPANY	**UNITED AIRLINES, INC.**
/s/ Patrick McKelvey	/s/ Gerald Laderman
Signature	Signature
Attorney-in-Fact	Senior Vice President – Finance, Procurement and Treasurer
Title	Title

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Article 5.	Additional Terms	
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EXHIBITS		
A.	Aircraft Configuration	
B.	Aircraft Delivery Requirements and Responsibilities	
SUPPLEMENTAL EXHIBITS		
AE1.	Escalation Adjustment/Airframe and Optional Features	
BFE1.	BFE Variables	
CS1.	Customer Support Variables	
EE1.	Engine Warranty ***	
SLP1.	Service Life Policy Components	
LETTER AGREEMENTS		
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UCH-PA-03776-LA-1207638	***	
UCH-PA-03776-LA-1207640	Demonstration Flight Waiver	
UCH-PA-03776-LA-1207643	Open Matters	
UCH-PA-03776-LA-1207644	Option Aircraft	**SA-3**
UCH-PA-03776-LA-1207646	Promotional Support	
UCH-PA-03776-LA-1207647	Seller Purchased Equipment	
UCH-PA-03776-LA-1207649	Spare Parts Initial Provisioning	
UCH-PA-03776-LA-1207650	Special Matters	
UCH-PA-03776-LA-1208055	***	
UCH-PA-03776-LA-1208122	***	
UCH-PA-03776-LA-1208123	*** Matters	
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UAL-PA-03784-LA-1207869	737 Production Adjustments	

SUPPLEMENTAL AGREEMENTS	**DATED AS OF**
Supplemental Agreement No. 1	June 17, 2013
Supplemental Agreement No. 2	January 14, 2015
Supplemental Agreement No. 3	**May 26, 2015**

Table 1 To
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and Advance Payment

Airframe Model/MTOW:	737-9	*** pounds	**Detail Specification:**		***
Engine Model/Thrust:			**Airframe Price Base Year/Escalation**		
	CFM-LEAP-1B***	*** pounds	**Formula:**	***	***
Airframe Price:			**Engine Price Base Year/Escalation**		
		$***	**Formula:**	***	***
Optional Features:		$***			
Sub-Total of Airframe and Features:		$***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		$***	**Base Year Index (ECI):**		***
Aircraft Basic Price (Excluding BFE/SPE):		$***	**Base Year Index (CPI):**		***
Buyer Furnished Equipment (BFE) Estimate:		$***			
Seller Purchased Equipment (SPE) Estimate:		$***			
Deposit per Aircraft:		$***			

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): ***	***	***	***
						***	***	***	***
***	***	***	***	***	$***	$***	$***	$***	$***
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***	***	***	***	***	$***	$***	$***	$***	$***

Table 1 To
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): ***	***	***	***
						***	***	***	***
***	***	***	***	***	$***	$***	$***	$***	$***
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Table 1 To
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): *** ***	*** ***	*** ***	*** ***
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Table 1 To
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): *** ***	*** ***	*** ***	*** ***
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Table 1 To
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and Advance Payment

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***	***	***	***	***	$***	$***	$***	$***	$***
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***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
Total:	105								

* Nominal delivery month, *** pursuant to Letter Agreement number UCH-PA-03776-LA-1207643.

Note: The estimated Advance Payment Base Prices have been calculated using a ***, and ***, as follows:

***	$***
***	$***
***	$***
***	$***

Attachment A to Letter Agreement No. UCH-PA-03776-LA-1207644
737-9 Option Aircraft Delivery, Description, Price and Advance Payments

Airframe Model/MTOW:	737-9	*** pounds
Engine Model/Thrust:	CFM-LEAP-1B	*** pounds
Airframe Price:		$***
Optional Features:		$***
Sub-Total of Airframe and Features:		$***
Engine Price (Per Aircraft):		$***
Aircraft Basic Price (Excluding BFE/SPE):		$***
Buyer Furnished Equipment (BFE) Estimate:		$***
Seller Purchased Equipment (SPE) Estimate:		$***
Deposit per Aircraft:		$***

Detail Specification:		***
Airframe Price Base Year/Escalation Formula:	***	***
Engine Price Base Year/Escalation Formula:	***	***
Airframe Escalation Data:		
Base Year Index (ECI):		***
Base Year Index (CPI):		***

Escalation	Escalation Estimate	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***	***	***	***	$***	$***	$***	$***	$***

***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	$***	$***	$***	$***	$***

Attachment A to Letter Agreement No. UCH-PA-03776-LA-1207644
737-9 Option Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***	***	***	***	$***	$***	$***	$***	$***
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***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	$***	$***	$***	$***	$***
Total:	***							

* Nominal delivery months are *** pursuant to Letter Agreement number UCH-PA-03776-LA-1207644.

Note: The estimated Advance Payment Base Prices have been calculated using a *** and ***, as follows:

***	$***
***	$***
***	$***
***	$***

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

Supplemental Agreement No. 4

to

Purchase Agreement No. 03776

between

The Boeing Company

and

United Airlines, Inc.

Relating to Boeing Model 737-9 Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of June 12, 2015, by and between THE BOEING COMPANY (Boeing) and UNITED AIRLINES, INC. (a Delaware corporation formerly known as Continental Airlines, Inc. and successor by merger to United Air Lines, Inc.) (Customer);

WHEREAS, the parties hereto entered into Purchase Agreement No. 03776 dated July 12, 2012, as amended and supplemented (Purchase Agreement), relating to the purchase and sale of Boeing model 737-9 aircraft (Aircraft). This Supplemental Agreement is an amendment to the Purchase Agreement;

WHEREAS, Boeing and Customer agree to *** the following *** firm model 737-9 Aircraft and *** them with *** new model 737-9 *** Aircraft in the same delivery months:

Aircraft Delivery Month	MSN
***	***

WHEREAS, Boeing and Customer agree to apply *** firm model 737-9 Aircraft *** under this Supplemental Agreement No. 4 *** for the *** new model 737-9 *** Aircraft added under this Supplemental Agreement No. 4 and *** Customer's *** for 737 aircraft.

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

1. Table of Contents and Articles.

The "Table of Contents" is deleted in its entirety and replaced with the attached "Table of Contents" (identified by "SA-4").

2. Tables.

"Table 1", *737-9 Aircraft Delivery, Description, Price and Advance Payments*, is deleted in its entirety and replaced with the attached "Table 1", *737-9 Aircraft Delivery, Description, Price and Advance Payments*, (identified by "SA-4").

3. Letter Agreements.

"Attachment A to UCH-PA-03776-LA-1207644" is deleted in its entirety and replaced with the attached "Attachment A to UCH-

Attachment A to UCH-PA-03776-LA-1207644" is deleted in its entirety and replaced with the attached "Attachment A to UCH-PA-03776-LA-1207644" (identified by "SA-4").

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

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

THE BOEING COMPANY	**UNITED AIRLINES, INC.**
/s/ Patrick McKelvey	/s/ Gerald Laderman
Signature	Signature
Attorney-in-Fact	Senior Vice President – Finance, Procurement and Treasurer
Title	Title

BOEING / UNITED AIRLINES, INC. PROPRIETARY

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BOEING / UNITED AIRLINES, INC. PROPRIETARY

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UCH-PA-03776-LA-1208596	AGTA Matters	
UCH-PA-03776-LA-1208238	Assignment Matters	
UCH-PA-03776-LA-1208869	Delivery *** Matters	
UAL-PA-03784-LA-1207869	737 Production Adjustments	

	DATED AS OF
SUPPLEMENTAL AGREEMENTS	
Supplemental Agreement No. 1	June 17, 2013
Supplemental Agreement No. 2	January 14, 2015
Supplemental Agreement No. 3	May 26, 2015
Supplemental Agreement No. 43	**June 12, 2015**

Table 1 To
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and Advance Payments

Airframe Model/MTOW:	737-9	*** pounds	**Detail Specification:**		***
Engine Model/Thrust:	CFM-LEAP-1B***	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$***			
Sub-Total of Airframe and Features:		$***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		$***	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		$***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:		$***			
Seller Purchased Equipment (SPE) Estimate:		$***			
Deposit per Aircraft:		$***			

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): *** ***	*** ***	*** ***	*** ***
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Table 1 To
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737-9 Aircraft Delivery, Description, Price and Advance Payments

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Table 1 To
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and Advance Payments

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***	***	***	***	***	$***	$***	$***	$***	$***

Table 1 To
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
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***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***

Table 1 To
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
Total:	101								

* Nominal delivery month, *** pursuant to Letter Agreement number UCH-PA-03776-LA-1207643.

Note: The estimated Advance Payment Base Prices have been calculated using a *** and ***, as follows:

***	$***
***	$***
***	$***
***	$***

Attachment A to Letter Agreement No. UCH-PA-03776-LA-1207644
737-9 Option Aircraft Delivery, Description, Price and Advance Payments

Airframe Model/MTOW:	737-9	*** pounds	**Detail Specification:**	***
Engine Model/Thrust:	CFM-LEAP-1B	*** pounds	**Airframe Price Base Year/Escalation Formula:**	*** ***
Airframe Price:		$***	**Engine Price Base Year/Escalation Formula:**	*** ***
Optional Features:		$***		
Sub-Total of Airframe and Features:		$***	**Airframe Escalation Data:**	
Engine Price (Per Aircraft):		$***	**Base Year Index (ECI):**	***
Aircraft Basic Price (Excluding BFE/SPE):		$***	**Base Year Index (CPI):**	***
Buyer Furnished Equipment (BFE) Estimate:		$***		
Seller Purchased Equipment (SPE) Estimate:		$***		
Deposit per Aircraft:		$***		

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): ***	***	***	***
***	***	***	***	$***	$***	$***	$***	$***

***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	$***	$***	$***	$***	$***

Boeing / United Airlines, Inc. Proprietary

Attachment A to Letter Agreement No. UCH-PA-03776-LA-1207644
737-9 Option Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Actual or Nominal Delivery Month*	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	$***	$***	$***	$***	$***
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***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	$***	$***	$***	$***	$***
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***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	$***	$***	$***	$***	$***
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***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	$***	$***	$***	$***	$***
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***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	$***	$***	$***	$***	$***
Total:	***							

* Nominal delivery months are *** pursuant to Letter Agreement number UCH-PA-03776-LA-1207644.

Note: The estimated Advance Payment Base Prices have been calculated using a *** and ***, as follows:

***	$***
***	$***
***	$***
***	$***

Boeing / United Airlines, Inc. Proprietary

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

Supplemental Agreement No. 5

to

Purchase Agreement No. 03776

between

The Boeing Company

and

United Airlines, Inc.

Relating to Boeing Model 737-9 Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of January 20, 2016, by and between THE BOEING COMPANY (Boeing) and UNITED AIRLINES, INC. (Customer);

WHEREAS, the parties hereto entered into Purchase Agreement No. 03776 dated July 12, 2012, as amended and supplemented (Purchase Agreement), relating to the purchase and sale of Boeing model 737-9 aircraft (Aircraft). This Supplemental Agreement is an amendment to the Purchase Agreement;

WHEREAS, Boeing and Customer agree to *** 737-9 aircraft as *** Aircraft to the Purchase Agreement.

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

1. Table of Contents and Articles.

The "Table of Contents" is deleted in its entirety and replaced with the attached "Table of Contents" (identified by "SA-5").

2. Letter Agreements.

"Attachment A to Letter Agreement No. UCH-PA-03776-LA-1207644" is deleted in its entirety and replaced with the attached "Attachment A to Letter Agreement No. UCH-PA-03776-LA-1207644" (identified by "SA-5").

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

Supplemental Agreement No. 5 to
Purchase Agreement No. 03776

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

THE BOEING COMPANY	UNITED AIRLINES, INC.
/s/ Chastity Matthews	/s/ Gerald Laderman
Signature	Signature
Attorney-in-Fact	Senior Vice President - Finance and acting Chief Financial Officer
Title	Title

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		SA NUMBER
ARTICLES		
Article 1.	Quantity, Model and Description	
Article 2.	Delivery Schedule	
Article 3.	Price	
Article 4.	Payment	
Article 5.	Additional Terms	
TABLE		
1.	Aircraft Information Table – 737-9	SA-3
EXHIBITS		
A.	Aircraft Configuration	
B.	Aircraft Delivery Requirements and Responsibilities	
SUPPLEMENTAL EXHIBITS		
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BFE1.	BFE Variables	
CS1.	Customer Support Variables	
EE1.	Engine Warranty ***	
SLP1.	Service Life Policy Components	
LETTER AGREEMENTS		
UCH-PA-03776-LA-1207637	*** Matters	
UCH-PA-03776-LA-1207638	***	
UCH-PA-03776-LA-1207640	Demonstration Flight Waiver	
UCH-PA-03776-LA-1207643	Open Matters	
UCH-PA-03776-LA-1207644	***** Aircraft**	**SA-5**
UCH-PA-03776-LA-1207646	Promotional Support	
UCH-PA-03776-LA-1207647	Seller Purchased Equipment	
UCH-PA-03776-LA-1207649	Spare Parts Initial Provisioning	
UCH-PA-03776-LA-1207650	Special Matters	
UCH-PA-03776-LA-1208055	***	
UCH-PA-03776-LA-1208122	***	
UCH-PA-03776-LA-1208123	*** Matters	
UCH-PA-03776-LA-1208157	***	

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		SA NUMBER
LETTER AGREEMENTS, continued		
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UCH-PA-03776-LA-1208596	AGTA Matters	
UCH-PA-03776-LA-1208238	Assignment Matters	
UCH-PA-03776-LA-1208869	Delivery *** Matters	
UAL-PA-03784-LA-1207869	737 Production Adjustments	

SUPPLEMENTAL AGREEMENTS	DATED AS OF
Supplemental Agreement No. 1	June 17, 2013
Supplemental Agreement No. 2	January 14, 2015
Supplemental Agreement No. 3	May 26, 2015
Supplemental Agreement No. 4	June 12, 2015
Supplemental Agreement No. 5	January 20, 2016

Attachment A to Letter Agreement No. UCH-PA-03776-LA-1207644
737-9 * Aircraft Delivery, Description, Price and ***

Airframe Model/MTOW:	737-9	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	CFM-LEAP-1B	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$***			
Sub-Total of Airframe and Features:		$***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		$***	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		$***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:		$***			
Seller Purchased Equipment (SPE) Estimate:		$***			
Deposit per Aircraft:		$***			

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Actual or Nominal Delivery Month*	Escalation Estimate *** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery): ***	***	***	***
					***	***	***	***
***	***	***	***	$***	$***	$***	$***	$***
Total:	***							

* Nominal delivery months are *** pursuant to Letter Agreement number UCH-PA-03776-LA-1207644.

Note: The estimated Advance Payment Base Prices have been calculated using a *** and *** as follows:

***	$***
***	$***
***	$***
***	$***

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

Supplemental Agreement No. 6

to

Purchase Agreement No. 03776

between

The Boeing Company

and

United Airlines, Inc.

Relating to Boeing Model 737-9 Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of February 8, 2016, by and between THE BOEING COMPANY (Boeing) and UNITED AIRLINES, INC. (Customer);

WHEREAS, the parties hereto entered into Purchase Agreement No. 3776 dated July 12, 2012, as amended and supplemented (Purchase Agreement), relating to the purchase and sale of Boeing model 737-9 aircraft (Aircraft). This Supplemental Agreement is an amendment to the Purchase Agreement;

WHEREAS, Boeing and Customer agree to *** firm model 737-9 Aircraft with *** model 737-9 *** Aircraft in the same delivery month:

Aircraft Delivery Month
* * *

WHEREAS, Boeing and Customer agree to *** such 737-9 firm aircraft with *** firm 737-*** aircraft under ***.

WHEREAS, Boeing and Customer agree to apply *** firm model 737-9 Aircraft terminated under this Supplemental Agreement No. 06 (i) first to the *** Deposit for the *** new model 737-9 *** Aircraft added under this Supplemental Agreement No. 06 and (ii) then towards Customer's ***.

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

1. Table of Contents and Articles.

The "Table of Contents" is deleted in its entirety and replaced with the attached "Table of Contents" (identified by "SA-6").

2. Tables.

"Table 1", *737-9 Aircraft Delivery, Description, Price and* ***, is deleted in its entirety and replaced with the attached similarly titled "Table 1" (identified by "SA-6")

3. Letter Agreements.

"Attachment A to Letter Agreement No. UCH-PA-03776-LA-1207644" is deleted in its entirety and replaced with the attached "Attachment A to Letter Agreement No. UCH-PA-03776-LA-1207644" (identified by "SA-6").

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

The rest of this page is left intentionally blank.

Supplemental Agreement No. 6 to
Purchase Agreement No. 03776

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

THE BOEING COMPANY	**UNITED AIRLINES, INC.**
/s/ Irma L. Krueger	/s/ Gerald Laderman
Signature	Signature
Irma L. Krueger	Gerald Laderman
Printed Name	Printed Name
Attorney-in-Fact	Senior Vice President – Finance and acting Chief Financial Officer
Title	Title

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		SA NUMBER
ARTICLES		
Article 1.	Quantity, Model and Description	
Article 2.	Delivery Schedule	
Article 3.	Price	
Article 4.	Payment	
Article 5.	Additional Terms	
TABLE		
1.	**Aircraft Information Table – 737-9**	**SA-6**
EXHIBITS		
A.	Aircraft Configuration	
B.	Aircraft Delivery Requirements and Responsibilities	
SUPPLEMENTAL EXHIBITS		
AE1.	Escalation Adjustment/Airframe and Optional Features	
BFE1.	BFE Variables	
CS1.	Customer Support Variables	
EE1.	Engine Warranty ***	
SLP1.	Service Life Policy Components	
LETTER AGREEMENTS		
UCH-PA-03776-LA-1207637	*** Matters	
UCH-PA-03776-LA-1207638	***	
UCH-PA-03776-LA-1207640	Demonstration Flight Waiver	
UCH-PA-03776-LA-1207643	Open Matters	
UCH-PA-03776-LA-1207644	Option Aircraft	SA-4
	Option Aircraft - Attachment A	**SA-6**
UCH-PA-03776-LA-1207646	Promotional Support	
UCH-PA-03776-LA-1207647	Seller Purchased Equipment	
UCH-PA-03776-LA-1207649	Spare Parts Initial Provisioning	
UCH-PA-03776-LA-1207650	Special Matters	
UCH-PA-03776-LA-1208055	***	
UCH-PA-03776-LA-1208122	***	
UCH-PA-03776-LA-1208123	*** Matters	
UCH-PA-03776-LA-1208157	***	

		SA NUMBER
LETTER AGREEMENTS, continued		
UCH-PA-03776-LA-1208234	Privileged and Confidential Matters	
UCH-PA-03776-LA-1208596	AGTA Matters	
UCH-PA-03776-LA-1208238	Assignment Matters	
UCH-PA-03776-LA-1208869	Delivery *** Matters	
UAL-PA-03784-LA-1207869	737 Production Adjustments	

SUPPLEMENTAL AGREEMENTS	DATED AS OF
Supplemental Agreement No. 1	June 17, 2013
Supplemental Agreement No. 2	January 14, 2015
Supplemental Agreement No. 3	May 26, 2015
Supplemental Agreement No. 4	June 12, 2015
Supplemental Agreement No. 5	January 20, 2016
Supplemental Agreement No. 6	**February 8, 2016**

Table 1 To
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and *

Airframe Model/MTOW:	737-9	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:			**Airframe Price Base Year/Escalation Formula:**	***	***
	CFM-LEAP-1B***	*** pounds	**Engine Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$***			
Optional Features:		$***			
Sub-Total of Airframe and Features:		$***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		$***	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		$***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:		$***			
Seller Purchased Equipment (SPE) Estimate:		$***			
Deposit per Aircraft:		$***			

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate *** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
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***	***	***	***	***	$***	$***	$***	$***	$***
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***	***	***	***	***	$***	$***	$***	$***	$***

Table 1 To
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and *

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate *** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***	***	***	***	***	$***	$***	$***	$***	$***
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***	***	***	***	***	$***	$***	$***	$***	$***

Table 1 To
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and *

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate *** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***

Table 1 To
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and ***

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate *** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery): ***	***	***	***
						***	***	***	***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***

Table 1 To
Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and ***

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate *** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery): ***	***	***	***
						***	***	***	***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
***	***	***	***	***	$***	$***	$***	$***	$***
Total:	***								

* Nominal delivery month, *** pursuant to Letter Agreement number UCH-PA-03776-LA-1207645.

Note: Serial Numbers are provided as guidance only and are subject to change.

Attachment A to Letter Agreement No. UCH-PA-03776-LA-1207644
737-9 * Aircraft Delivery, Description, Price and ***

Airframe Model/MTOW:	737-9	*** pounds	**Detail Specification:**		***	
Engine Model/Thrust:	CFM-LEAP-1B	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***		***
Airframe Price:		$***	**Engine Price Base Year/Escalation Formula:**	***		***
Optional Features:		$***				
Sub-Total of Airframe and Features:		$***	**Airframe Escalation Data:**			
Engine Price (Per Aircraft):		$***	**Base Year Index (ECI):**		***	
Aircraft Basic Price (Excluding BFE/SPE):		$***	**Base Year Index (CPI):**		***	
Buyer Furnished Equipment (BFE) Estimate:		$***				
Seller Purchased Equipment (SPE) Estimate:		$***				
Deposit per Aircraft:		$***				

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Actual or Nominal Delivery Month*	Escalation Estimate *** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery):			
					***	***	***	***
***	***	***	**	$***	***	***	***	***
					$***	$***	$***	$***
Total:	***							

* Nominal delivery months are *** pursuant to Letter Agreement number UCH-PA-03776-LA-1207644.

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

Supplemental Agreement No. 7

to

Purchase Agreement No. 03776

between

The Boeing Company

and

United Airlines, Inc.

Relating to Boeing Model 737-9 Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of December 27th, 2016, by and between THE BOEING COMPANY (Boeing) and UNITED AIRLINES, INC. (Customer);

WHEREAS, the parties hereto entered into Purchase Agreement No. 3776 dated July 12, 2012, as amended and supplemented (Purchase Agreement), relating to the purchase and sale of Boeing model 737-9 aircraft (Aircraft). This Supplemental Agreement is an amendment to the Purchase Agreement;

WHEREAS, Boeing and Customer agree to *** 737-9 Aircraft as follows:

	Manufacturer Serial Number	Original Delivery Month Prior to SA-7	New Delivery Month Commencing With SA-7
***	***	***	***

WHEREAS, Customer and Boeing agree to cross model substitute sixty-one (61) 737-700 aircraft with sixty-one (61) 737-9 aircraft as specified below in Figure 1 and in Purchase Agreement No. 3784 with each such 737-9 aircraft being referred to as a "**Special MAX9 Aircraft**" and to incorporate applicable amendments to the Purchase Agreement:

Figure 1

	Aircraft Type at SA-12	Delivery Month at SA-12	Aircraft Type as of SA-13	New Delivery Month		Aircraft Type at SA-12	Delivery Month at SA-12	Aircraft Type as of SA-13	New Delivery Month
1	737-700	***	737-9	***	**32**	737-700	***	737-9	***
2	737-700	***	737-9	***	**33**	737-700	***	737-9	***
3	737-700	***	737-9	***	**34**	737-700	***	737-9	***
4	737-700	***	737-9	***	**35**	737-700	***	737-9	***
5	737-700	***	737-9	***	**36**	737-700	***	737-9	***

6	737-700	***	737-9	***	**37**	737-700	***	737-9	***
7	737-700	***	737-9	***	**38**	737-700	***	737-9	***
8	737-700	***	737-9	***	**39**	737-700	***	737-9	***
9	737-700	***	737-9	***	**40**	737-700	***	737-9	***
10	737-700	***	737-9	***	**41**	737-700	***	737-9	***
11	737-700	***	737-9	***	**42**	737-700	***	737-9	***
12	737-700	***	737-9	***	**43**	737-700	***	737-9	***
13	737-700	***	737-9	***	**44**	737-700	***	737-9	***
14	737-700	***	737-9	***	**45**	737-700	***	737-9	***
15	737-700	***	737-9	***	**46**	737-700	***	737-9	***
16	737-700	***	737-9	***	**47**	737-700	***	737-9	***
17	737-700	***	737-9	***	**48**	737-700	***	737-9	***
18	737-700	***	737-9	***	**49**	737-700	***	737-9	***
19	737-700	***	737-9	***	**50**	737-700	***	737-9	***
20	737-700	***	737-9	***	**51**	737-700	***	737-9	***
21	737-700	***	737-9	***	**52**	737-700	***	737-9	***
22	737-700	***	737-9	***	**53**	737-700	***	737-9	***
23	737-700	***	737-9	***	**54**	737-700	***	737-9	***
24	737-700	***	737-9	***	**55**	737-700	***	737-9	***
25	737-700	***	737-9	***	**56**	737-700	***	737-9	***
26	737-700	***	737-9	***	**57**	737-700	***	737-9	***
27	737-700	***	737-9	***	**58**	737-700	***	737-9	***
28	737-700	***	737-9	***	**59**	737-700	***	737-9	***
29	737-700	***	737-9	***	**60**	737-700	***	737-9	***
30	737-700	***	737-9	***	**61**	737-700	***	737-9	***
31	737-700	***	737-9	***					

Supplemental Agreement No. 7 to
Purchase Agreement No. 03776

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

1. Table of Contents.

The "Table of Contents" is deleted in its entirety and replaced with the attached "Table of Contents" (identified by "SA-7").

2. Tables.

Table 1 entitled "*737-9 Aircraft Delivery, Description, Price and* ***" is deleted in its entirety and replaced with the attached similarly titled "Table 1" (identified by "SA-7").

3. Supplemental Exhibits.

Supplemental Exhibit BFE1 entitled "Buyer Furnished Equipment Variables" is deleted in its entirety and replaced with the attached similarly titled Supplemental Exhibit BFE1 (identified by "SA-7") to incorporate the Special MAX9 Aircraft.

4. Letter Agreements.

4.1. Letter Agreement No. UAL-PA-03776-LA-1207644 entitled "*** Aircraft" is deleted in its entirety and replaced with Letter Agreement No. UAL-PA-03776-LA-1207644R1 to incorporate certain revisions regarding the aggregate quantity of *** Aircraft under the Purchase Agreement.

4.2. Letter Agreement No. UAL-PA-03776-LA-1207650 entitled "Special Matters" is deleted in its entirety and replaced with Letter Agreement No. UAL-PA-03776-LA-1207650R1 to incorporate the Special MAX9 Aircraft.

4.3. Letter Agreement UAL-PA-03776-LA-1208055 entitled "***" is deleted in its entirety and replaced with Letter Agreement No. UAL-PA-03776-LA-1208055R1 to incorporate the Special MAX9 Aircraft.

4.4. Letter Agreement No. UAL-PA-3776-LA-1606848 entitled "*** Special MAX9 Aircraft" is added to the Purchase Agreement to provide certain delivery ***.

4.5. Letter Agreement UAL-LA-1604287 entitled "Certain ***" is hereby incorporated by the Purchase Agreement.

5. Miscellaneous.

5.1. If Boeing or Customer determines that an Exhibit, a Supplemental Exhibit or a Letter Agreement should be further amended to incorporate Special MAX9 Aircraft, then Boeing and Customer will work together for a mutually agreeable solution.

Supplemental Agreement No. 7 to
Purchase Agreement No. 03776

5.2. Boeing and Customer agree to *** of *** pursuant to §2.2 of Supplemental Agreement No. 13 to Purchase Agreement No. 3784 (**SA-13 for 737NG**) for application on the effective date of SA-13 for 737NG exclusively to Customer purchase agreement payment obligations as follows:

		Purchase Agreement No. 3784	Purchase Agreement No. 3776	Purchase Agreement No. 3860	Purchase Agreement No. 4308	TOTAL
Amount due for SA-7 to Purchase Agreement No. 3776: (61) 737-9 Aircraft			$***			**$*****
Payment Application Date	**Payment Due Date**					
Effective date of SA 13 for 737NG	***	$***	$ ***	$***	$***	**$** ***
Effective date SA 13 for 737NG	***		$ ***	$***	$***	**$** ***
Effective date SA 13 for 737NG	***	$***	$ ***	$***	$***	**$** ***
Effective date SA 13 for 737NG	***	$***	$ ***	$***	$***	**$** ***
Total		**$*****	**$** ***	**$*****	**$*****	**$** ***

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

The rest of this page is left intentionally blank.

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

THE BOEING COMPANY	**UNITED AIRLINES, INC.**
/s/ Irma L. Krueger	/s/ Gerald Laderman
Signature	Signature
Irma L. Krueger	Gerald Laderman
Printed Name	Printed Name
Attorney-in-Fact	Senior Vice President Finance, Procurement and Treasurer
Title	Title

TABLE OF CONTENTS

ARTICLES		**SA NUMBER**
Article 1.	Quantity, Model and Description	
Article 2.	Delivery Schedule	
Article 3.	Price	
Article 4.	Payment	
Article 5.	Additional Terms	
TABLE		
1.	**Aircraft Information Table – 737-9**	**SA-7**
EXHIBITS		
A.	Aircraft Configuration	

B.	Aircraft Delivery Requirements and Responsibilities	

SUPPLEMENTAL EXHIBITS

AE1.	Escalation Adjustment/Airframe and Optional Features	
BFE1.	**BFE Variables**	**SA-7**
CS1.	Customer Support Variables	
EE1.	Engine Warranty ***	
SLP1.	Service Life Policy Components	

LETTER AGREEMENTS

UAL-PA-03776-LA-1207637	*** Matters	
UAL-PA-03776-LA-1207638	***	
UAL-PA-03776-LA-1207640	Demonstration Flight Waiver	
UAL-PA-03776-LA-1207643	Open Matters	
UAL-PA-03776-LA-1207644R1	***** Aircraft**	**SA-7**
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UAL-PA-03776-LA-1207646	Promotional Support	
UAL-PA-03776-LA-1207647	Seller Purchased Equipment	
UAL-PA-03776-LA-1207649	Spare Parts Initial Provisioning	
UAL-PA-03776-LA-1207650R1	**Special Matters**	**SA-7**
UAL-PA-03776-LA-1208055R1	***	**SA-7**
UAL-PA-03776-LA-1208122	***	
UAL-PA-03776-LA-1208123	*** Matters	
UAL-PA-03776-LA-1208157	***	

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LETTER AGREEMENTS, continued		**SA NUMBER**
UAL-PA-03776-LA-1208234	Privileged and Confidential Matters	
UAL-PA-03776-LA-1208596	AGTA Matters	
UAL-PA-03776-LA-1208238	Assignment Matters	
UAL-PA-03776-LA-1208869	Delivery *** Matters	
UAL-PA-03784-LA-1207869	737 Production Adjustments	
UAL-PA-3776-LA-1606848	***** Special MAX9 Aircraft**	**SA-7**
UAL-LA-1604287	**Certain *****	**Dec. 2016 Letter Agreement No. 1**

SUPPLEMENTAL AGREEMENTS	**DATED AS OF**
Supplemental Agreement No. 1	June 17, 2013
Supplemental Agreement No. 2	January 14, 2015
Supplemental Agreement No. 3	May 26, 2015
Supplemental Agreement No. 4	June 12, 2015
Supplemental Agreement No. 5	January 20, 2016
Supplemental Agreement No. 6	February 8, 2016
Supplemental Agreement No. 7	**December 27, 2016**
Dec. 2016 Letter Agreement No. 1: UAL-LA-1604287 entitled "Certain *"**	**December 27, 2016**

Table 1 To Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and ***

Airframe Model/MTOW:	737-9	*** pounds	
Engine Model/Thrust:	***	*** pounds	
Airframe Price:		$	***
Optional Features:		$	***
Sub-Total of Airframe and Features:		$	***
Engine Price (Per Aircraft):		$	***
Aircraft Basic Price (Excluding BFE/SPE):		$	***
Buyer Furnished Equipment (BFE) Estimate:		$	***
Seller Purchased Equipment (SPE) Estimate:		$	***
Deposit per Aircraft:		$	***

Detail Specification:	***	
Airframe Price Base Year/Escalation Formula:	***	***
Engine Price Base Year/Escalation Formula:	***	***
Airframe Escalation Data:		
Base Year Index (ECI):	***	
Base Year Index (CPI):	***	

# of Aircraft	Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Manufacturer Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate *** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery):			
							***	***	***	***
							***	***	***	***
***	***	***	***	***	***	$***	$***	$***	$***	$***
	Total:	***								

* Nominal delivery month, *** pursuant to Letter Agreement number UAL-PA-03776-LA-1207643.

Note: Serial Numbers are provided as guidance only and are subject to change.

***

BUYER FURNISHED EQUIPMENT VARIABLES

between

THE BOEING COMPANY

and

United Airlines, Inc.

Supplemental Exhibit BFE1
to Purchase Agreement Number PA-03776

BOEING / UNITED AIRLINES, INC. PROPRIETARY

BUYER FURNISHED EQUIPMENT VARIABLES

relating to

BOEING MODEL 737-9 AIRCRAFT

This Supplemental Exhibit BFE1 contains supplier selection dates, on-dock dates and other requirements applicable to the Aircraft.

1. Supplier Selection.

Customer will:

Select and notify Boeing of the suppliers and part numbers of the following BFE items by the following dates:

***	*****

***	*****
***	*****
***	*****
***	***
***	*****
****	
***	*****

* **For a new certification, supplier requires notification *** prior to**
*** **on-dock date.**
** **Actual Supplier Selection dates will be provided when the final monthly delivery positions are available to Customer.**

Customer will enter into initial agreements with the selected *** suppliers **on or before** *** after the above supplier selection dates to actively participate with Customer and Boeing in coordination actions including the Initial Technical Coordination Meeting (**ITCM**).

2. On-dock Dates and Other Information.

On or before ***, Boeing will provide to Customer the BFE Requirements electronically through My Boeing Fleet (**MBF** in My Boeing Configuration (**MBC**). These requirements may be periodically revised, setting forth the items, quantities, on-dock dates and shipping instructions and other requirements relating to the in-sequence installation of BFE. For planning purposes, preliminary BFE on-dock dates are set forth in Attachment 1.

3. Additional Delivery Requirements - Import.

Customer will be the "**importer of record**" (as defined by the U.S. Customs and Border Protection) for all BFE imported into the United States, and as such, it has the responsibility to ensure all of Customer's BFE shipments comply with U.S. Customs Service regulations. In the event Customer requests Boeing, in writing, to act as importer of record for Customer's BFE, and Boeing agrees to such request, Customer is responsible for ensuring Boeing can comply with all U.S. Customs Import Regulations by making certain that, at the time of shipment, all BFE shipments comply with the requirements in the "International Shipment Routing Instructions", including the Customs Trade Partnership Against Terrorism (**C-TPAT**), as set out on the Boeing website referenced below. Customer agrees to include the International Shipment Routing Instructions, including C-TPAT requirements, in each contract between Customer and BFE supplier.

http://www.boeing.com/companyoffices/doingbiz/supplier_portal/index_general.html

Attachment 1 to Supplemental Exhibit BFE1

Nominal Del Date	Aircraft Qty	***	***	***	***	***	***	***	***	***	***
***	****	***	***	***	***	***	***	***	***	***	***
	***										

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03776-LA-1207644R1

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: *** Aircraft – 737-9

Reference: PurchaseAgreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Continental Holdings, Inc. (**Customer**) relating to Model 737-9 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Right to Purchase *** Aircraft.

Subject to the terms and conditions contained in this Letter Agreement, in addition to the Aircraft described in Table 1 to the Purchase Agreement as of the date of execution of this Letter Agreement, Customer will have the *** Model 737-9 aircraft as *** aircraft (***** Aircraft)**.

2. Delivery.

The number of aircraft and delivery months are listed in the Attachment A to this Letter Agreement. The scheduled delivery position of each *** Aircraft listed in Attachment A provides the delivery schedule in *** consisting of a nominal delivery month (**Nominal Delivery Month**) plus and minus ***. No later than *** prior to Nominal Delivery Month of Customer's first *** Aircraft in each calendar year, Boeing will provide written notice with a revised Attachment A of the scheduled delivery month for each *** Aircraft with a Nominal Delivery Month in such calendar year.

3. Configuration.

3.1 Subject to the provisions of Article 3.2, below, the configuration for the *** Aircraft will be the Detail Specification for Boeing Model 737-9 aircraft at the revision level in effect at the time of Definitive Agreement (as defined below). Such Detail Specification will be revised to include (i) changes applicable to the Detail Specification that are developed by Boeing between the *** (as defined below) and the signing of the Definitive Agreement, (ii) changes required to obtain required regulatory certificates, and (iii) other changes as mutually agreed.

BOEING / UNITED AIRLINES, INC. PROPRIETARY

3.2 Subject to ***, the *** Aircraft ***, provided that it can achieve *** which would result pursuant to the provisions of Article ***.

4. Price.

4.1 The Airframe Price and Optional Features Prices for each of the *** Aircraft is identified in Attachment A to this Letter Agreement. ***.

4.2 The Airframe Price, Optional Features Prices, and Aircraft Basic Price for each of the *** Aircraft shall be adjusted in accordance with the terms set forth in Article 2.1.5 (**Escalation Adjustment**) of the AGTA.

4.3 The *** Price shall be developed in accordance with the terms of the Purchase Agreement and determined at the time of Definitive Agreement.

5. Payment.

5.1 ***

5.2 Notwithstanding the amount shown in Attachment A, the *** Deposit will be *** for each *** Aircraft.



5.3 At Definitive Agreement for the *** Aircraft, *** will be payable as specified in the Purchase Agreement. The remainder of the Aircraft Price for the *** Aircraft will be paid ***.

6. ***.

6.1 Customer may *** by giving written notice to Boeing on or before the date *** prior to the earlier of the first day of either the Nominal Delivery Month or the delivery month listed in Attachment A (*** **Date**).

6.2 ***

6.3 If at any given time, the aggregate number of *** Aircraft *** Aircraft, then Customer may request for Boeing to *** Aircraft in *** Aircraft under the Purchase Agreement on the basis of the terms of this Letter Agreement.

6.3.1 Boeing will accommodate Customer's request for *** Aircraft in accordance with the terms of Letter Agreement 6-1162-KKT-080, as amended; provided, however, that such Boeing accommodation is further conditioned upon Boeing having *** for *** Aircraft.

6.3.2 In response to any Customer request for ***, Boeing will provide a written notice for Customer's consideration and written acceptance within *** of such Boeing notice. Delivery months will be specified in Boeing's notice for confirmation by Customer through execution of a supplemental agreement incorporating *** Aircraft. Delivery positions of *** Aircraft will be subject to mutual agreement and will take into account ***.

7. Definitive Agreement.

Following Customer's *** the parties will sign a definitive agreement for the purchase of such *** Aircraft (**Definitive Agreement**) within *** of such exercise. The Definitive Agreement will include the provisions of the Purchase Agreement as modified to reflect the provisions of this Letter Agreement. In the event the parties have not entered into a Definitive Agreement within *** days following ***, either party may *** such *** Aircraft by giving written notice to the other within ***. If Customer and Boeing fail to enter into the Definitive Agreement, Boeing will *** for *** Aircraft and shall have no further obligation with respect to *** Aircraft.



8. Assignment.

Except as provided in Letter Agreement No. UCH-PA-03776-LA-1208238, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or in part.

9. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.

Very truly yours,

THE BOEING COMPANY

By: Irma L. Krueger

Its: Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: December 27, 2016

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman
Senior Vice President

Its: Finance, Procurement & Treasurer

UAL-PA-03776-LA-1207644R1
*** Aircraft – 737-9

BOEING / UNITED AIRLINES, INC. PROPRIETARY

BOEING

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03776-LA-1207650R1

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Special Matters – 737 MAX Aircraft

References: 1) Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**); and
2) Letter Agreement UAL-PA-03776-1207638 entitled "Aircraft *" (*** Letter)**

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. This Letter Agreement supersedes and replaces in its entirety Letter Agreement UAL-PA-0 3776-LA-1207650 dated July 12, 2012.

1. ***.

1.1 ***. At the *** of each 737-9 Aircraft, Boeing *** to Customer *** in an *** the 737-9 Aircraft ***.

1.2 737-9 ***. At the *** of each 737-9 Aircraft, Boeing *** to Customer *** in an ***. Boeing represents that *** of this 737-9 *** is consistent with the terms of Letter Agreement 6-1162-KKT-080, as amended.

1.3 737-8 *** Aircraft ***. Pursuant to the *** Letter, Customer may *** of 737-8 aircraft *** (**737-8 *** Aircraft**). At the *** of each 737-8 *** Aircraft, Boeing *** to Customer *** (**737-8 *** Aircraft** ***).



1.4 737-7 *** Aircraft ***. Pursuant to the *** Letter, Customer may *** 737-7 aircraft in place of certain Aircraft (**737-7 *** Aircraft**). At the time of delivery of each 737-7 *** Aircraft, Boeing *** to Customer *** 737-7 *** Aircraft *** (**737-7 *** Aircraft** ***).

1.5 *** 737 *** and ***.

The parties agree to the following *** which will *** Aircraft (**** Aircraft**).

1.5.1 At the time *** of each applicable *** 737-9 Aircraft, Boeing *** to Customer *** **737-9 Aircraft** *** **and** *** to be used solely for the *** of Boeing *** and *** and shall not be applied to *** or ***.

1.5.2 Boeing and Customer will work together to assess and agree to determine whether and how *** established in Attachment 1 is *** provided in Attachment 2 to this Letter Agreement. Such assessment will incorporate the methodology and .assumptions incorporated in development of Attachment 1 to this Letter Agreement including *** to the effective date of Supplemental Agreement No. 7 to the 787 Purchase Agreement No. 3860 and *** in Attachment 1 to this Letter Agreement.

2. ***.

Unless otherwise noted, the *** stated in Paragraphs 1.1 through 1.5 *** are in *** dollars and will be *** to the scheduled month of the respective Aircraft delivery pursuant to the *** formula set forth in the Purchase Agreement applicable to the Aircraft. The *** may, at the election of Customer, be *** Boeing *** and *** (but shall ***).

3. 737-9 *** Configuration.

Boeing agrees to make the 737 *** available for the 737-9 through Boeing's standard pricing and offerability process **(Offerable).** In the event that Boeing does not make the 737 *** Offerable for delivery starting with Customer's *** 737-9 aircraft by its scheduled delivery month, then Boeing will *** of each 737-9 equal to *** for each

passenger seat *** in the Aircraft configuration with the 737 *** as set forth in Attachment 1 to this Letter Agreement as opposed to the number of passenger seats in a 737-9 aircraft configuration (subject to the requirements in Attachment 3, unless otherwise mutually agreed) without the 737 *** per 737-9 Aircraft**).** For the avoidance of doubt, Boeing's *** the 737 *** will *** when the 737 *** (or any improved version of such which does not ***) becomes, and remains, Offerable for the 737-9 aircraft not yet delivered to Customer.

4. 737 Supplier Management.

It is Boeing's 737 MAX design intent to maintain as much commonality with the 737NG while also achieving the 737 MAX performance requirements (including, but not limited to, fuel bum, range, payload, etc.) that the market demands. If a *** leads to a Supplier Product to be available *** for the 737 MAX where *** on the 737NG, or if an existing 737NG ***, then Boeing will ensure that *** the *** 737 MAX operators ***. These *** agreements, known as ***, will include (but not be limited to) enforceable provisions related to *** Boeing will utilize *** efforts to ensure that the terms of such *** agreements are ***.

5. Supplier Diversity.

Customer and Boeing agree to work towards a mutually agreeable solution for meeting diversity requirements in the supply base. Notwithstanding the foregoing sentence, Boeing agrees to (i) identify parts and equipment where Customer makes the procurement decision for potential opportunities; (ii) submit indirect reports until other options are vetted and approved; and (iii) continue to engage with Customer with regard to supplier diversity to ensure Boeing supports Customer's requirements.

6. Delivery ***.

Customer and Boeing agree that both Customer and Boeing will have certain Aircraft ***. Such *** are provided to Customer and Boeing pursuant to Letter Agreement No. UAL-PA-03776-LA-1208869.

7. Assignment.

Unless otherwise noted herein, the *** described in this Letter Agreement are provided as *** to Customer and in consideration of ***



***. Except as provided in Letter Agreement No. UAL-PA-03776-LA-1208238, this Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing. ***

8. Confidentiality

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.

Very truly yours,

THE BOEING COMPANY

By: Irma L. Krueger

Its: Attorney-in-Fact

BOEING / UNITED AIRLINES PROPRIETARY



ACCEPTED AND AGREED TO this

Date: December 27, 2016

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance,
Procurement and Treasurer

BOEING / UNITED AIRLINES PROPRIETARY

Attachment 1 to Letter Agreement UAL-PA-03776-LA-1207650R1: *

***

Current scenario:

Year ***	787-10 ***- ***	787-10 *** ***	777-300***	737 *** and ***	Fixed *** and ***+	*** ***		
							Discount Rate	***%
Total	***	***	***	***	***	***		
PV (*%)**	***	***	***	***	***	***	***	$ ***

Alternative scenario:

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7		
Year ***	787-10 ***- ***	787-10 *** ***	777-300*** ***	Special 737-7 *** and *** ***	*** + ***	*** ***		
							Discount Rate	***%
Total	***	***	***	***	***	***		
PV (*%)**	***	***	***	***	***	***	***	$ ***
				*** of Boeing ***:		***		

+ - Note: Payment dates for the "Fixed *** and ***" amounts and other related payments to Customer will be subject to adjustment as mutually agreed by the parties to reflect *** incorporated by the Supplemental Agreements executed on March 7 and this Supplemental Agreement 7. *** subsequent to March 7 should be reviewed for *** to be issued in columns (5) and (6).

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Attachment 2 to Letter Agreement UAL-PA-03776-LA-1207650R1: Limited 737-9 Aircraft ***

***

Current scenario:

Year ***	787-10 *** ***	787-10 *** ***	777-300***	737 *** and ***	*** and ***	Total Cashflow ***		
							Discount Rate	***%
Total	***	***		—	—	***		
PV (*%)**	***	***	—	—		***	***	**$** ***

Alternative scenario: ***s & 4th Quarter * Forecast:**

Year ***	787-10 *** ***	787-10 *** ***	777-300*** ***	737 MAX9 *** ***	*** ***	*** ***		
							Discount Rate	***%
Total	***	***	***	***	***	***		
PV (*%)**	***	***	***	***	***	***	***	**$** ***

***

Attachment 3 to Letter Agreement UAL-PA-03776-LA-1207650R1

01-20-12



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03776-LA-1208055R1

United Continental Holdings, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: *** Program

Reference: Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Continental Holdings, Inc. (**Customer**) relating to Model 737-9 MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. This Letter Agreement supersedes and replaces in its entirety Letter Agreement UAL-PA-03776-LA-1208055 dated July 12, 2012.

1. Definitions.

*** **Notice** means the written communication provided by Boeing to Customer in accordance with the requirements of Article 4.1, below.

*** **Aircraft** will have the meaning specified in letter agreement UAL-PA-03776-LA-1207644 relating to 737-9 *** Aircraft.

Program Aircraft means each Aircraft specified in Table 1 of the Purchase Agreement as of the date of this Letter Agreement and any *** Aircraft for which Customer has ***.

2. Applicability.

Notwithstanding any other provision of the Purchase Agreement to the contrary, the parties agree that the *** for the Airframe Price and *** Features Prices for each Program Aircraft shall be determined in accordance with this Letter Agreement.

3. *** Forecast.

Boeing will release an *** forecast in *** of each year based on Boeing's then current standard ***. Only one *** forecast shall be used to conduct the *** analysis performed in accordance with Article 4.1, below, for a given Program Aircraft. The *** forecast applicable to a given Program Aircraft is set forth in Attachment A.

4. ***.

4.1 If the *** forecast, as set forth in Article 3, above, ***

BOEING / UNITED AIRLINES, INC. PROPRIETARY



***, as set forth in Attachment B, *** any Program Aircraft that is *** such *** forecast, as set forth in Attachment A, then Boeing shall issue an *** Notice to the Customer by the date set forth in Attachment A. Such *** Notice shall, ***, either:

4.1.1 *** for such affected Program Aircraft *** as set forth in Attachment B; or

4.1.2 provide Customer with the *** as set forth in Attachment B and the actual *** factor determined in accordance with ***; or

4.1.3 provide Customer with *** as set forth in Attachment B, with Boeing and Customer *** as set forth in Attachment B ***.

4.1.4 In the event that Boeing *** the *** Notice as detailed in Article 4.1.2 or Article 4.1.3 and Customer ***, then Customer *** the Purchase Agreement with respect to such affected Program Aircraft.

4.2 If Boeing provides Customer the *** described in Article 4.1.2 or Article 4.1.3 above, then Customer shall notify Boeing *** contained in Articles 4.1.2, 4.1.3, or 4.1.4 above within *** of its receipt of the *** Notice from Boeing. In the event Customer *** in accordance with Article 4.1.4 above, then Boeing *** Customer, *** for the *** Program Aircraft.

4.2.1 Within *** of Boeing's receipt of *** notice for any such *** Program Aircraft under Article 4.2 above, Boeing *** written notice to Customer to *** related to such *** Program Aircraft ***, by Customer.

4.2.2 Should Customer *** any notice to Boeing in accordance with Article 4.2 above, then the *** for such Program Aircraft shall be *** in accordance with Article 4.1.2.

BOEING/UNITED AIRLINES, INC. PROPRIETARY



4.3 In the event that the *** of a Program Aircraft that is subject to either Article 4.1.1, Article 4.1.2 or Article 4.1.3 above, *** applicable to such Program Aircraft will be determined pursuant to Article 5 below.

5. ***.

5.1 If the *** forecast, as set forth in Article 3, *** any Program Aircraft *** as set forth in Attachment B and *** as set forth in Attachment B, *** for such Program Aircraft *** as set forth in Attachment B *** as set forth in Attachment B ***.

5.2 In the event the *** at *** a Program Aircraft subject to Article 5.1 above, *** applicable to such Program Aircraft will be determined pursuant to Article 6 below.

6. ***.

If the *** forecast, as set forth in Article 3, above, ***, as set forth in Attachment B, *** any Program Aircraft *** such *** forecast, as set forth in Attachment A, then such *** applicable to such Program Aircraft ***:

6.1 If the *** of a Program Aircraft, *** as set forth in Attachment B for such Program Aircraft, then the *** for such Program Aircraft.

6.2 *** of a Program Aircraft, *** as set forth in Attachment B for such Program Aircraft, then the *** for such Program Aircraft *** as set forth in Attachment B.

7. Applicability to ***.

The ***, identified in the Purchase Agreement as subject to *** pursuant to Supplemental Exhibit AE1, and which pertains to the Program Aircraft shall be *** established in this Letter Agreement for such Program Aircraft *** provisions of the Purchase Agreement ***.

8. Assignment.

Except as provided in Letter Agreement No. UAL-PA-03776-LA-1208238, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

9. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.

Very truly yours,

THE BOEING COMPANY

By /s/ Irma L. Krueger

Its Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: December 27, 2016

UNITED AIRLINES, INC.

By /s/ Gerald Laderman

Its Senior Vice President Finance,
Procurement and Treasurer

ATTACHMENT A
***** Forecast & *** Notice Date**

*** Forecast ***	Applicable to Program Aircraft Delivering in Time Period ***	*** Notice Date ***



ATTACHMENT B
***** Factors - *****

***	***	***	***
***	***	***	***

BOEING/UNITED AIRLINES, INC. PROPRIETARY

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-3776-LA-1606848

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: *** Special MAX9 Aircraft

Reference: Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement. References to the Purchase Agreement are to the Purchase Agreement as amended from time to time, including by way of this Letter Agreement and other letter agreements between Boeing and Customer.

1. ***

Customer has the right to *** the delivery of any of the *** Special MAX9 Aircraft from *** delivery month into ***, pursuant to the terms of this Letter Agreement ***. For the avoidance of doubt, the aggregate maximum number of *** is ***.

2. Notice Requirement.

Customer will provide written notice (*** **Notice**) of its intent to *** purchase of any eligible Special MAX9 Aircraft no later than the Exercise Notice Due Date specified in Attachment 1 to this Letter Agreement. Each such ***Special MAX9 Aircraft, once confirmed with Boeing as specified in Section 4 herein, is referred to herein as an *** **Aircraft**.

3. ***.

The *** of Special MAX9 Aircraft which can be *** into *** is specified in Attachment 1 to this Letter Agreement.

BOEING PROPRIETARY



4. Definitive Agreement.

If Customer agrees with the *** in the *** Confirmation, then the parties will sign a definitive agreement to incorporate the *** for each *** Aircraft (**Supplemental Agreement**) within *** of the *** Confirmation. The Supplemental Agreement will include the provisions of the Purchase Agreement as modified to reflect the provisions of this Letter Agreement. In the event the parties *** a Supplemental Agreement within *** following *** Confirmation, either party may *** of a Special MAX9 Aircraft by giving written notice to the other within ***. If Customer and Boeing *** Supplemental Agreement, then the delivery month of such Special MAX9 Aircraft is *** specified in the *** Confirmation.

5. BFE.

The BFE *** dates will *** to support the scheduled delivery month of any applicable *** Aircraft.

6. Assignment.

Except as provided in Letter Agreement No. UAL-PA-03776-LA-1208238, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or in part.

7. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.

Very truly yours,

THE BOEING COMPANY

By: Irma L. Kreuger

Its: Attorney-In-Fact

BOEING PROPRIETARY



ACCEPTED AND AGREED TO this

Date: December 27, 2016

UNITED AIRLINES, INC.

By: Gerald Laderman

Its: Senior Vice President Finance,
Procurement and Treasurer

Attachment 1: * Notice Due Date for ***Special MAX9 Aircraft**

***	Annual Limitation Specifics	*** Delivery Month	*** Due Date
***	***	***	***

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-LA-1604287

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Certain *** (**Letter Agreement**)

References:
(1) Aircraft General Terms Agreement between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) identified as AGTA-UAL (**AGTA**);

(2) Purchase Agreement No. 3776 between the parties relating to Model 737-9 aircraft, including Letter Agreement UAL-PA-03776-LA- 1207637 entitled "*** Matters" (**MAX PDP Letter**);

(3) Purchase Agreement No. 3784 between the parties relating to Model 737NG aircraft, including Letter Agreement UAL-PA-03784-LA-1208155R2 entitled "*** Matters: 737-*** and 2016 737NG Aircraft" (**NG PDP Letter**);

(4) Purchase Agreement No. 3860 between the parties relating to Model 787 aircraft, including Section 3 of Letter Agreement UAL-PA-03860- LA-1209413R1 entitled "Special Matters" (**787 PDP Matters Section of the Special Matters Letter**); and

(5) Purchase Agreement No. 04308 between the parties relating to Model 777-300ER aircraft, including Letter Agreement UAL-PA- 04308-LA-1404408R1 entitled "*** Matters" (**777 PDP Letter**), (references (2) through (5) are referred to herein as the **Purchase Agreement** or **Purchase Agreements** as the context requires).

Ladies and gentlemen:

All terms used but not defined in this Letter Agreement shall have the same meaning as in the corresponding purchase agreement or AGTA, as applicable.



1. *** Matter ***.

Notwithstanding the *** Schedule contained in Table 1 of each of the Purchase Agreements or the terms set forth in the 777 PDP Letter, the 787 PDP Matters Section of the Special Matters Letter, the NG PDP Letter and the MAX PDP Letter (collectively, the **UAL PDP Letters** or **UAL PDP Letter** as the context requires), Customer *** for any Aircraft on order as of the date of signing the applicable Purchase Agreement, and for any *** Aircraft in accordance with the terms of the applicable UAL PDP Letter; provided, however, that Customer shall retain the right to either (a) *** set forth in any of the UAL PDP Letters, and to the extent that Customer *** then Customer's *** shall be *** or (b) *** provided that (1) Boeing *** to such *** and (2) such ***.

2. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-04308-LA-1404407 of the 777 Purchase Agreement entitled "Privileged and Confidential Matters".

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-In-Fact



AGREED AND ACCEPTED this 27th day of December of 2016

UNITED AIRLINES, INC.

/s/ Gerald Laderman
Signature

Gerald Laderman
Printed Name

Senior Vice President Finance,
Procurement and Treasurer
Title

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND **IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL**. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

Supplemental Agreement No. 8

to

Purchase Agreement No. 03776

between

The Boeing Company

and

United Airlines, Inc.

Relating to Boeing Model 737-9 Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of June 7 , 2017, by and between THE BOEING COMPANY (Boeing) and UNITED AIRLINES, INC. (Customer);

WHEREAS, the parties hereto entered into Purchase Agreement No. 3776 dated July 12, 2012, as amended and supplemented (Purchase Agreement), relating to the purchase and sale of Boeing model 737-9 aircraft (Aircraft). This Supplemental Agreement is an amendment to the Purchase Agreement;

WHEREAS, Boeing and Customer agree to *** 737-9 Aircraft as follows

	Manufacturer Serial Number	***	***
***	***	***	***

WHEREAS, Customer and Boeing have previously executed documents reflecting Customer Configuration Changes (as that term is defined in Letter Agreement UAL-PA-03776-LA-1207643 entitled "Open Matters" (Open Matters Letter)) effected through Customer's acceptance of Customer Specific Option Selection Packages A through E for specified Boeing Model 737-9 aircraft (Customer Configured Aircraft).

WHEREAS, Customer and Boeing now desire to conform and further amend the Purchase Agreement to reflect the following:

(i) all Customer Configuration Changes;

(ii) revise Table 1 to reflect such Customer Configuration Changes; and

(iii) replace existing Exhibit A-1 with a revised Exhibit A-1 reflecting the Customer Configuration Changes;

WHEREAS, Customer and Boeing agree to incorporate certain *** into the Purchase Agreement;

WHEREAS, Customer and Boeing agree to incorporate certain revisions to the Letter Agreement UAL-PA-3776-LA-1606848 entitled "*** Special MAX9 Aircraft" (*** **Letter Agreement**) including a *** (as that term is defined in the *** Letter Agreement) to a ***.

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

1. Table of Contents.

The "Table of Contents" is deleted in its entirety and replaced with the attached "Table of Contents" (identified by "SA-8").

2. Tables.

Table 1 entitled "*737-9 Aircraft Delivery, Description, Price and* ***" is deleted in its entirety and replaced with the attached similarly titled "Table 1" (identified by "SA-8").

3. Exhibit

Exhibit A-1 is replaced in its entirety with a revised Exhibit A-1 (identified by "SA-8) to incorporate the Customer Configuration Changes for each Customer Configured Aircraft.

4. Letter Agreements.

4.1. Letter Agreement UAL-PA-03776-LA-1207637 entitled "*** Matters" is deleted in its entirety and replaced with Letter Agreement UAL-PA-03776-LA-1207637R1 (identified by "SA-8").

4.2. Letter Agreement UAL-PA-03776-LA-1208157 entitled "***" is deleted in its entirety and replaced with Letter Agreement UAL-PA-03776-LA-1208157R1 (identified by "SA-8") to ***.

4.3. Letter Agreement UAL-PA-03776-LA-1207650R1 entitled "Special Matters" is deleted in its entirety and replaced with Letter Agreement UAL-PA-03776-LA-1208157R1 (identified by "SA-8") to *** the Special 737 MAX ***.

4.4. The *** Letter Agreement is deleted in its entirety and replaced with Letter Agreement UAL-PA-3776-LA-1606848R1 (identified by "SA-8") to revise certain terms therein including the ***.

5. Miscellaneous.

Boeing and Customer agree that the applicable amount from Figure 1 is *** as the *** under this Supplemental Agreement No. 8. Such *** will be *** to Boeing upon execution of this Supplemental Agreement No. 8.

Figure 1

*** ***

BOEING / UNITED AIRLINES, INC. PROPRIETARY

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

The rest of this page is left intentionally blank.

BOEING / UNITED AIRLINES, INC. PROPRIETARY

Supplemental Agreement No. 8 to
Purchase Agreement No. 03776

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

THE BOEING COMPANY	**UNITED AIRLINES, INC.**
/s/ Irma L Krueger	/s/ Gerald Laderman
Signature	Signature
Irma L Krueger	Gerald Laderman
Printed Name	Printed Name
Attorney-in-Fact	Senior Vice President Finance, Procurement and Treasurer
Title	Title

BOEING / UNITED AIRLINES, INC. PROPRIETARY

TABLE OF CONTENTS

ARTICLES		**SA NUMBER**
Article 1.	Quantity, Model and Description	
Article 2.	Delivery Schedule	
Article 3.	Price	
Article 4.	Payment	
Article 5.	Additional Terms	
TABLE		
1.	**737-9 Aircraft Delivery, Description, Price and *****	**SA-8**
EXHIBITS		
A-1	**737-9 & *** 737-9Aircraft Configuration**	**SA-8**
A-2	737-8 Aircraft Configuration	
A-3	737-7 Aircraft Configuration	
B.	Aircraft Delivery Requirements and Responsibilities	
SUPPLEMENTAL EXHIBITS		
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BFE1.	BFE Variables	SA-7
CS1.	Customer Support Variables	
EE1.	Engine Warranty and ***	
SLP1.	Service Life Policy Components	
LETTER AGREEMENTS		
UAL-PA-03776-LA-1207637R1	***** Matters**	SA-8
UAL-PA-03776-LA-1207638	***	
UAL-PA-03776-LA-1207640	Demonstration Flight Waiver	
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UAL-PA-03776-LA-1207644R1	*** Aircraft	SA-7
	*** Aircraft—Attachment A	SA-6
UAL-PA-03776-LA-1207646	Promotional Support	

TABLE OF CONTENTS, CONTINUED

LETTER AGREEMENTS, continued		**SA NUMBER**
UAL-PA-03776-LA-1207647	Seller Purchased Equipment	
UAL-PA-03776-LA-1207649	Spare Parts Initial Provisioning	
UAL-PA-03776-LA-1207650R1	**Special Matters**	**SA-8**
UAL-PA-03776-LA-1208055R1	***	SA-7
UAL-PA-03776-LA-1208122	***	
UAL-PA-03776-LA-1208123	***** Matters**	
UAL-PA-03776-LA-1208157	***	SA-8
UAL-PA-03776-LA-1208234	Privileged and Confidential Matters	
UAL-PA-03776-LA-1208596	AGTA Matters	
UAL-PA-03776-LA-1208238	Assignment Matters	
UAL-PA-03776-LA-1208869	Delivery *** Matters	
UAL-PA-03784-LA-1207869	737 Production Adjustments	
UAL-PA-3776-LA-1606848R1	***** Special MAX9 Aircraft**	**SA-8**

SUPPLEMENTAL AGREEMENTS	**DATED AS OF**
Supplemental Agreement No. 1	June 17, 2013
Supplemental Agreement No. 2	January 14, 2015
Supplemental Agreement No. 3	May 26, 2015

Table 1 To Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and *

Airframe Model/MTOW: 737-9	*** pounds	**Detail Specification:**	***
Engine Model/Thrust:* **	*** pounds	**Airframe Price Base Year/Escalation Formula:**	*** ***
Airframe Price:	$ ***	**Engine Price Base Year/Escalation Formula:**	*** ***
Optional Features:	$ ***		
Sub-Total of Airframe and Features:	$ ***	**Airframe Escalation Data:**	
Engine Price (Per Aircraft):	$ ***	**Base Year Index (ECI):**	***
Aircraft Basic Price (Excluding BFE/SPE):	$ ***	**Base Year Index (CPI):**	***
Buyer Furnished Equipment (BFE) Estimate:	$ ***		
Seller Purchased Equipment (SPE) Estimate:	$ ***		
Deposit per Aircraft:	$ ***		

# of Aircraft	Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Manufacturer Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate *** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery): *** *** *** *** *** *** *** ***
***	***	***	***	***	***	$***	$*** $*** $*** $***
	Total:	***					

* Nominal delivery month, *** pursuant to Letter Agreement number UAL-PA-03776-LA-1207643.

Note: Serial Numbers are provided as guidance only and are subject to change.

***

AIRCRAFT CONFIGURATION

between

THE BOEING COMPANY

and

United Airlines, Inc.

Exhibit A to Purchase Agreement Number PA-03776

UAL-PA-03776-EXA SA-8

Page 1

Exhibit A-1

AIRCRAFT CONFIGURATION

relating to

BOEING MODEL 737-9 AIRCRAFT

The Detail Specification is Boeing document number *** (the designator is *** due to the Detail Specification being aligned by manufacturer serial number, e.g., for the *** aircraft, the Detail Specification is projected to be *** Rev ***, dated ***). Such Detail Specification will be comprised of Boeing configuration specification document number ***, Rev ***, dated ***, as amended to incorporate the optional features (**Options**) listed below, including the effects on Manufacturer's Empty Weight (**MEW**) and Operating Empty Weight (**OEW**). As soon as practicable, Boeing will furnish to Customer copies of the Detail Specification, which copies will reflect such Options. The Aircraft Basic Price reflects and includes all effects of such Options, except such Aircraft Basic Price does not include the price effects of any Buyer Furnished Equipment or In-Flight Entertainment.

BOEING / UNITED AIRLINES, INC. PROPRIETARY

Option Number	Title	*** MAX9 Aircraft *** Price Per A/C	*** MAX9 Aircraft *** Price Per A/C
***	***	***	***
OPTIONS: ***	TOTALS:	***	***

BOEING / UNITED AIRLINES, INC. PROPRIETARY

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03776-LA-1207637R1

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: *** Matters

Reference: Purchase Agreement No. PA-03776 **(Purchase Agreement)** between The Boeing Company **(Boeing)** and United Airlines, Inc. **(Customer)** relating to Model 737 MAX aircraft **(Aircraft)**

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. This Letter Agreement supersedes and replaces in its entirety Letter Agreement UCH-PA-03776-LA-1207646 dated July 12, 2012.

The Purchase Agreement incorporates the terms and conditions of AGTA/UAL between Boeing and Customer. This Letter Agreement modifies certain terms and conditions of the AGTA with respect to the Aircraft.

1. ***.

2. *** on ***.

*** will be *** on the ***. In the event that *** chooses to *** from a third party where such third party requires a *** in the *** as *** that this *** will not be available or provided to such third party without the prior written consent of ***, provided that *** agrees to use commercially reasonable efforts to assist ***.

3. *** Rights.

3.1 Customer agrees that ***.

3.2 In the event Boeing *** Customer *** pursuant to Article 3.1, absent instruction from Boeing to the contrary, Customer shall, *** the Purchase Agreement as amended by this Letter Agreement. Customer will ***.

BOEING/UNITED AIRLINES, INC. PROPRIETARY



3.3 For all purposes of this paragraph 3, including without limitation, notice, *** or any other application, ***. Boeing expressly reserves all of its rights and remedies under any agreement and applicable law.

4. Confidentiality.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.

5. Assignment.

Except as provided in Letter Agreement No. UAL-PA-03776-LA-1208238, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

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/ Irma L Krueger

Its: Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: June 7, 2017

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance, Procurement and Treasurer

BOEING / UNITED AIRLINES, INC. PROPRIETARY

The Boeing Company
P.O. Box 3707
Seattle,WA 98124-2207

UAL-PA-03776-LA-1207650R2

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Special Matters – 737 MAX Aircraft

References: 1) Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**); and

2) Letter Agreement UAL-PA-03776-1207638 entitled ***

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. This Letter Agreement supersedes and replaces in its entirety Letter Agreement UAL-PA-0 3776-LA-1207650R1 dated December 27, 2016.

1. ***.

1.1 ***. At the *** of each 737-9 Aircraft, Boeing *** to Customer *** in an *** the 737-9 ***.

1.2 ***. At the *** of each 737-9 Aircraft, Boeing *** to Customer *** in an *** the 737-9 ***. Boeing represents that *** of this *** is consistent with the terms of Letter Agreement 6-1162-KKT-080, as amended.

1.3 ***. Pursuant to the ***, Customer may *** of ***. At the time of ***, Boeing *** to Customer ***.

1.4 ***. Pursuant to the ***, Customer may *** of ***. At the time of ***, Boeing *** Customer *** the ***.

1.5 *** and ***.

The parties agree to the following *** which will *** Special MAX9 Aircraft (**Limited 737-9 Aircraft**).

1.5.1 At the time *** of each applicable *** 737-9 Aircraft, Boeing *** to Customer *** to be used solely for the *** of Boeing *** and *** and shall not be applied to *** or ***.



1.5.2 Boeing and Customer will work together to assess and agree to determine whether and how *** established in Attachment 1 is *** provided in Attachment 2 to this Letter Agreement. Such assessment will incorporate the methodology and .assumptions incorporated in development of Attachment 1 to this Letter Agreement including *** to the effective date of Supplemental Agreement No. 7 to the 787 Purchase Agreement No. 3860 and *** in Attachment 1 to this Letter Agreement.

2. *** of ***.

Unless otherwise noted, the *** stated in Paragraphs 1.1 through 1.5 *** are in *** year dollars and *** to the scheduled month of the respective Aircraft delivery pursuant to the *** formula set forth in the Purchase Agreement applicable to the Aircraft. The *** may, at the election of Customer, be *** Boeing *** and *** (but shall not be applied to advance payments).

3. ***.

Boeing agrees to make the 737 *** available for the 737-9 through Boeing's ***. In the event that Boeing *** the 737 ***, then *** will provide *** at delivery of each 737-9 equal to *** for *** in the *** in the *** with the 737 *** as set forth in Attachment 1 to this Letter Agreement *** (subject to the requirements in Attachment 3, unless otherwise mutually agreed) without the 737 *** of *** **(737** ***) per 737-9 Aircraft**).** For the avoidance of doubt, *** to issue the 737 *** will *** when the 737 *** becomes, and remains, *** for the 737-9 aircraft not yet delivered to Customer.

4. 737 Supplier Management.

It is Boeing's 737 MAX design intent to *** with the *** while also achieving the 737 MAX *** (including, but not limited to, ***) that the market demands. If a *** leads to a *** to be available only through a *** for the *** where *** were available on the ***, or if an existing ***, then *** such affected *** will have the necessary agreements in place to provide ***. These ***, known as ***, will include (but not be limited to) *** that the terms of such *** are commercially reasonable.

5. Supplier Diversity.

Customer and Boeing agree to work towards a mutually agreeable solution for meeting diversity requirements in the supply base. Notwithstanding the foregoing sentence, Boeing agrees to (i) identify parts and equipment where Customer makes the procurement decision for potential opportunities; (ii) submit indirect reports until other options are vetted and approved; and (iii) continue to engage with Customer with regard to supplier diversity to ensure Boeing supports Customer's requirements.



6. Delivery ***.

Customer and Boeing agree that both Customer and Boeing will have certain Aircraft ***. Such *** are provided to Customer and Boeing pursuant to Letter Agreement No. UAL-PA-03776-LA-1208869.

7. Assignment.

Unless otherwise noted herein, the *** described in this Letter Agreement are provided *** to Customer and in consideration of ***. Except as provided in Letter Agreement No. UAL-PA-03776-LA-1208238, this Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing. ***.

8. Confidentiality

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L Krueger

Its: Attorney-in-Fact

BOEING / NITED AIRLINES PROPRIETARY



ACCEPTED AND AGREED TO this

Date: June 7, 2017

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance, Procurement and Treasurer

BOEING / UNITED AIRLINES PROPRIETARY

***

Current scenario:

Year	787-10 ***	787-10 ***	777-300***	737 MAX *** and ***	*** and ****	Total Cashflow		
***	***	***				***		
Total	***	***	***	***	***	***	Discount Rate	***%
PV (*%)**	***	***	***	***	***	***	***	$***

Alternative scenario:

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Year	787-10 ***	787-10 ***	777-300***	Special 737-7 *** and ***	***+	Total Cashflow
***	***	***	***	***	***	***

Total	***	***	***	***	***	***		
PV (*%)**	***	***	***	***	***	***	Discount Rate	***%
				***** of Boeing ***:**		***	***	$***

+ - Note: Payment dates for the "Fixed *** and ***" amounts and other related payments to Customer will be subject to adjustment as mutually agreed by the parties to reflect
*** incorporated by the Supplemental Agreements executed on March 7 and this Supplemental Agreement 7. *** subsequent to March 7 should be reviewed for *** to be issued in columns (5) and (6).

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Attachment 2 to Letter Agreement UAL-PA-03776-LA-1207650R2: Limited 737-9 Aircraft ***

***

Current scenario:

Year	**787-10*** **	**787-10*** **	**777-300*** **	**737 *** and *** **	*** and **** **	**Total Cashflow**		
***	***	***				***		
Total	***	***	***	***	***	***	Discount Rate	***%
PV (*%)**	***	***	***	***	***	***	***	$***

Alternative scenario: * & 4th Quarter *** Forecast:**

Year	**787-10 *** **	**787-10 *** **	**777-300*** **	**737 MAX9 ***and *** **	***	**Total Cashflow**		
***	***	***	***	***	***	***		
Total	***	***	***	***	***	***	Discount Rate	***%
PV (*%)**	***	***	***	***	***	***	***	$***

BOEING / UNITED AIRLINES PROPRIETARY

***

BOEING / UNITED AIRLINES PROPRIETARY

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

UAL-PA-03776-LA-1208157R1

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: ***

Reference: Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)

This Letter Agreement amends and supplements the Purchase Agreement. This Letter Agreement supersedes and replaces in its entirety Letter Agreement UCH-PA-03776-LA-1208157 dated July 12, 2012.

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

Subject to the terms, provisions, and conditions described herein, Boeing *** Aircraft, as of the effective date (Effective Date) of the ***.

1. Customer's ***.

Boeing *** Customer, at a charge as described in paragraph 3 below, *** an Aircraft *** for the respective model type. The Effective Date of such *** shall be the date that Boeing provides ***, unless otherwise mutually agreed to. *** for the applicable Aircraft ***. Boeing will use its best reasonable efforts to provide *** not later than *** after receipt of Customer's written request.

2. ***.

At the time of delivery of each Aircraft, *** after delivery of an Aircraft, *** as requested by Customer. Such *** shall be ***, identifying the Aircraft Manufacturer's Serial Number (MSN), the delivery date and the Effective Date of ***. The *** shall also indicate ***; the ***. Customer may *** subsequent to the Effective Date. If ***, then Customer *** as outlined in paragraph 3 below.

3. ***.

*** in accordance with either the *** set forth below, at Customer's option.

BOEING/UNITED AIRLINES, INC. PROPRIETARY

3.1 Calculation of Customer's Lease Payment for Affected Aircraft.

If Customer elects ***, then Customer shall ***

3.2 ***

3.3 ***

3.4 Customer's ***

3.5 ***

4. ***

5. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.



Very truly yours,

THE BOEING COMPANY

By /s/ Irma L Krueger
Its Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: June 7, 2017

UNITED AIRLINES, INC.

By /s/ Gerald Laderman
Its Senior Vice President Finance, Procurement and Treasurer

Attachment A to Letter Agreement UAL-PA-03776-LA-1208157R1

Date: _____

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Attention: ***
Reference: Letter Agreement UAL-PA-03776-LA-1208157R1E to Purchase Agreement 03776

***

Very truly yours,

THE BOEING COMPANY

By: _____
Its: _____

BOEING / UNITED AIRLINES, INC. PROPRIETARY

Attachment A: Reference Weight Data at Inception of the Program

737-9	MTOW	MLW	MZFW
Purchased Weight	***	***	***
Certified Weight	***	***	***
Hinge or Midpoint Weight	***	***	***

737-8	MTOW	MLW	MZFW
Purchased Weight	***	***	***
Certified Weight	***	***	***
Hinge or Midpoint Weight	***	***	***

737-7	MTOW	MLW	MZFW
Purchased Weight	***	***	***
Certified Weight	***	***	***
Hinge or Midpoint Weight	***	***	***

BOEING / UNITED AIRLINES, INC. PROPRIETARY

***

BOEING / UNITED AIRLINES, INC. PROPRIETARY

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-3776-LA-1606848R1

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: *** Special MAX9 Aircraft

Reference: Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement. References to the Purchase Agreement are to the Purchase Agreement as amended from time to time, including by way of this Letter Agreement and other letter agreements between Boeing and Customer. **This Letter Agreement supersedes and replaces in its entirety Letter Agreement UAL-PA-03776-LA-1606848 dated December 27, 2016.**

1. ***

Customer has the right to *** the delivery of any of the *** Special MAX9 Aircraft from *** delivery month into ***, pursuant to the terms of this Letter Agreement (***). For the avoidance of doubt, the aggregate maximum number of *** is ***.

2. Notice Requirement.

Customer will provide written notice (*** **Notice**) of its intent to *** purchase of any eligible Special MAX9 Aircraft no later than the Exercise Notice Due Date specified in Attachment 1 to this Letter Agreement. Each such *** Special MAX9 Aircraft, once confirmed with Boeing as specified in Section 4 herein, is referred to herein as an *** **Aircraft**.

3. ***.

The *** of Special MAX9 Aircraft which can be *** into *** is specified in Attachment 1 to this Letter Agreement.

BOEING PROPRIETARY



4. Definitive Agreement.

If Customer agrees with the *** in the *** Confirmation, then the parties will sign a definitive agreement to incorporate the *** for each *** Aircraft (**Supplemental Agreement**) within *** of the *** Confirmation. The Supplemental Agreement will include the provisions of the Purchase Agreement as modified to reflect the provisions of this Letter Agreement. In the event the parties *** a Supplemental Agreement within *** following *** Confirmation, either party may *** of a Special MAX9 Aircraft by giving written notice to the other within ***. If Customer and Boeing *** Supplemental Agreement, then the delivery month of such Special MAX9 Aircraft is *** specified in the *** Confirmation.

5. BFE.

The BFE *** dates *** to support the scheduled delivery month of any applicable *** Aircraft.

6. Assignment.

Except as provided in Letter Agreement No. UAL-PA-03776-LA-1208238, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's ***.

7. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.

Very truly yours,

THE BOEING COMPANY

By: Irma L Krueger

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 7, 2017

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance, Procurement and Treasurer

BOEING PROPRIETARY

Attachment 1: * Notice Due Date for *** Special MAX9 Aircraft**

***	Annual Limitation Specifics	*** Delivery Month	*** Due Date
***	***	***	***
**	***	***	***

BOEING PROPRIETARY

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND **IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL**. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

Supplemental Agreement No. 9

to

Purchase Agreement No. 03776

between

The Boeing Company

and

United Airlines, Inc.

Relating to Boeing Model 737 MAX Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of June 15, 2017, by and between THE BOEING COMPANY (Boeing) and UNITED AIRLINES, INC. (Customer);

WHEREAS, the parties hereto entered into Purchase Agreement No. 3776 dated July 12, 2012, as amended and supplemented (Purchase Agreement), relating to the purchase and sale of Boeing model 737 MAX aircraft (Aircraft). This Supplemental Agreement is an amendment to the Purchase Agreement;

WHEREAS, Customer and Boeing agree to substitute the purchase of one hundred (100) Boeing Model 737-10 aircraft (737-10 Aircraft) for one hundred (100) specified 737-9 Aircraft;

WHEREAS, Customer and Boeing agree to incorporate certain additional Customer Aircraft *** into the Purchase Agreement;

WHEREAS, Customer and Boeing desire to further revise the Open Matters Letter to reflect its applicability to 737-10 Aircraft;

WHEREAS, Customer and Boeing desire to further revise the *** Letter to reflect its applicability to 737-10 Aircraft;

WHEREAS, Customer and Boeing desire to further revise the Special Matters Letter to reflect its applicability to 737-10 Aircraft;

WHEREAS, Customer and Boeing agree to incorporate *** for 737-9 Aircraft and 737-10 Aircraft scheduled for delivery prior to ***;

BOEING / UNITED AIRLINES, INC. PROPRIETARY

WHEREAS, Customer and Boeing agree to incorporate certain revisions to the Letter Agreement UAL-PA-3776-LA-1606848R1 entitled "*** Special MAX9 Aircraft" (*** **Letter Agreement**) to revise applicability to the Special MAX Aircraft as that term is defined in Letter Agreement UAL-PA-03776-LA-1207650R2.

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

1. Table of Contents.

The "Table of Contents" is deleted in its entirety and replaced with the attached "Table of Contents" (identified by "SA-9").

2. Tables.

2.1. Table 1 entitled "*737-9 Aircraft Delivery, Description, Price and* ***" is deleted in its entirety and replaced with the attached similarly titled "Table 1" (identified by "SA-9").

2.2. Table 1.1 entitled "*** *737-9 Aircraft Delivery, Description, Price and* ***" (identified by "SA-9") is hereby added to the Purchase Agreement.

2.3. Table 1A entitled "*737-10 Aircraft Delivery, Description, Price and* ***" (identified by "SA-9") is hereby added to the Purchase Agreement.

3. Exhibits, Supplemental Exhibits.

3.1. Exhibit A-4 (identified by "SA-9) is hereby added to the Purchase Agreement to incorporate *** estimate for the 737-10 Aircraft.

3.2. Supplemental Exhibit AE2 (identified by "SA-9) is hereby added to the Purchase Agreement to incorporate ***/Airframe and *** for the 737-10 Aircraft.

3.3. Supplemental Exhibit BFE2 (identified by "SA-9) is hereby added to the Purchase Agreement to incorporate BFE variables data for the 737-10 Aircraft.

3.4. Supplemental Exhibit CS1 is deleted in its entirety and replaced with the attached similarly titled revised Supplemental Exhibit CS1 (identified by "SA-9).

4. Letter Agreements.

4.1. Letter Agreement UAL-PA-03776-LA-1207638 entitled "***" is deleted in its entirety and replaced with Letter Agreement UAL-PA-03776-LA-1207638R1 (identified by "SA-9").

4.2. Letter Agreement UAL-PA-03776-LA-1207643 entitled "Open Matters" is deleted in its entirety and replaced with Letter Agreement UAL-PA-03776-LA-1207643R1 (identified by "SA-9") to newly apply to the 737-10 Aircraft.

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4.3. Letter Agreement UAL-PA-03776-LA-1207650R2 entitled "Special Matters" is deleted in its entirety and replaced with Letter Agreement UAL-PA-03776-LA-1207650R3 (identified by "SA-9") to revise *** and to incorporate the 737-10 Aircraft.

4.4. Letter Agreement UAL-PA-03776-LA-1208123 entitled "***" is deleted in its entirety and replaced with Letter Agreement UAL-PA-03776-LA-1208123R1 entitled "*** Matters for 737-9 Aircraft" (identified by "SA-9") to incorporate the *** applicable to 737-9 Aircraft scheduled for delivery prior to ***.

4.5. Letter Agreement UAL-PA-03776-LA-1208157R1 entitled "***" is deleted in its entirety and replaced with Letter Agreement UAL-PA-03776-LA-1208157R2 (identified by "SA-9") to incorporate ***.

4.6. Letter Agreement UAL-PA-3776-LA-1606848R1 entitled "*** Special MAX9 Aircraft" is deleted in its entirety and replaced with Letter Agreement UAL-PA-3776-LA-1606848R2 entitled "*** Special MAX Aircraft" (identified by "SA-9") to revise applicability to *** Aircraft *** Aircraft.

4.7. Letter Agreement UAL-PA-3776-LA-1703685 entitled "737-10 Aircraft ***" (identified by "SA-9") is hereby added to the Purchase Agreement.

4.8. Letter Agreement UAL-PA-3776-LA-1703743 entitled "2017 ***" (identified by "SA-9") is hereby added to the Purchase Agreement.

4.9. Letter Agreement UAL-PA-3776-LA-1703858 entitled "*** Program for the 737-10 Aircraft" (identified by "SA-9") is hereby added to the Purchase Agreement.

5. Miscellaneous.

5.1. The parties agree that

5.1.1. Boeing shall advise Customer, prior to contracting for any contemplated purchase of a 737-9 Aircraft and/or 737-10 Aircraft delivering on or after ***, on whether the *** can be extended by Boeing to such additional aircraft ***; and

5.1.2. With respect to a mission *** commitment for the *** Aircraft: the parties agree that the *** Aircraft will have *** Aircraft ***) mission *** commitment specified Section 2.1.5 of the Attachment to Letter Agreement UAL-PA-03784-LA-1601973R1 entitled "Aircraft *** – Firm *** Aircraft and *** Aircraft" when configured with a similar seat count, configuration options, and using the same mission conditions, e.g., *** mission with a *** payload. Such comparison will use specifically defined standard assumptions, conditions, *** rules and ***. The parties agree that this Section 5.1.2 commitment will be superseded once Boeing provides Customer with *** for the *** Aircraft.

5.2. Commencing with Supplemental Agreement No. 9, the parties intend that the term "Aircraft" is deemed to include 737-10 Aircraft.

BOEING / UNITED AIRLINES, INC. PROPRIETARY

5.3. If, however, Boeing or Customer determines that the deemed inclusion of "737-10 Aircraft" as an "Aircraft" should be further reflected in additional amendments to the Purchase Agreement, then Boeing and Customer will work together for a mutually agreeable solution.

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

The rest of this page is left intentionally blank.

BOEING / UNITED AIRLINES, INC. PROPRIETARY

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

THE BOEING COMPANY	**UNITED AIRLINES, INC.**
/s/ Irma L Krueger	/s/ Gerald Laderman
Signature	Signature
Irma L Krueger	Gerald Laderman
Printed Name	Printed Name
Attorney-in-Fact	Senior Vice President Finance, Procurement and Treasurer
Title	Title

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ARTICLES		**SA NUMBER**
Article 1.	Quantity, Model and Description	
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Article 4.	Payment	
Article 5.	Additional Terms	
TABLE		
1.	**737-9 Aircraft Delivery, Description, Price and *****	**SA-9**
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1A.	**737-10 Aircraft Delivery, Description, Price and *****	**SA-9**
EXHIBITS		

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A-2	737-8 Aircraft Configuration	
A-3	737-7 Aircraft Configuration	
A-4	**737-10 Aircraft Configuration**	**SA-9**
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SUPPLEMENTAL EXHIBITS

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AE2.	**Escalation Adjustment/Airframe and *** for the 737-10 Aircraft**	**SA-9**
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BFE2.	**BFE Variables 737-10 Aircraft**	**SA-9**
CS1.	**Customer Support Variables**	**SA-9**
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BOEING / UNITED AIRLINES, INC. PROPRIETARY

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UAL-PA-03776-LA-1207640	Demonstration Flight Waiver	
UAL-PA-03776-LA-1207643R1	**Open Matters 737-10 Aircraft**	**SA-9**
UAL-PA-03776-LA-1207644R1	*** Aircraft	SA-7
	*** Aircraft - Attachment A	SA-6
UAL-PA-03776-LA-1207646	Promotional Support	
UAL-PA-03776-LA-1207647	Seller Purchased Equipment	
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UAL-PA-03776-LA-1208157R2	**** Provisions**	**SA-9**
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UAL-PA-03776-LA-1208596	AGTA Matters	
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UAL-PA-03776-LA-1208869	Delivery *** Matters	
UAL-PA-03784-LA-1207869	737 Production Adjustments	
UAL-PA-03776-LA-1606848R2	**** Special MAX Aircraft**	**SA-9**
UAL-PA-03776-LA-1703685	**737-10 Aircraft *****	**SA-9**
UAL-PA-03776-LA-1703743	***	**SA-9**
UAL-PA-03776-LA-1703858	**** Program for the 737-10 Aircraft**	**SA-9**
	**** Commitment for the 737-8 *** Aircraft**	**§5.1.2 of SA-9**

SUPPLEMENTAL AGREEMENTS	DATED AS OF
Supplemental Agreement No. 1	June 17, 2013
Supplemental Agreement No. 2	January 14, 2015
Supplemental Agreement No. 3	May 26, 2015
Supplemental Agreement No. 4	June 12, 2015
Supplemental Agreement No. 5	January 20, 2016
Supplemental Agreement No. 6	February 8, 2016
Supplemental Agreement No. 7	December 27, 2016
Supplemental Agreement No. 8	June 7, 2017
Supplemental Agreement No. 9	**June 15, 2017**

Table 1A To Purchase Agreement No. 03776
737-10 Aircraft Delivery, Description, Price and ***

Airframe Model/MTOW:	737-10	***pounds	**Detail Specification:** ***
Engine Model/Thrust:	***	*** pounds	**Airframe Price Base Year/Escalation Formula:** *** ***
Airframe Price:		$***	**Engine Price Base Year/Escalation Formula:** *** ***
Optional Features:		$***	
Sub-Total of Airframe and Features:		$***	**Airframe Escalation Data:**
Engine Price (Per Aircraft):		$***	**Base Year Index (ECI):** ***
Aircraft Basic Price (Excluding BFE/SPE):		$***	**Base Year Index (CPI):** ***
Buyer Furnished Equipment (BFE) Estimate:		$***	
Seller Purchased Equipment (SPE) Estimate:		$***	
Deposit per Aircraft:		$***	

# of Aircraft	Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Manufacturer Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate *** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***	***	***	***	***	***	$***	$***	$***	$***	$***
	Total:	***								

* Nominal delivery month, *** pursuant to Letter Agreement number UAL-PA-03776-LA-1207643.
Note: Serial Numbers are provided as guidance only and are subject to change.
***

Table 1 To Purchase Agreement No. 03776
737-9 Aircraft Delivery, Description, Price and ***

Airframe Model/MTOW:	737-9	***pounds	**Detail Specification:**		***
Engine Model/Thrust:			**Airframe Price Base Year/Escalation**		
	***	*** pounds	**Formula:**	***	***
Airframe Price:		$***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$***			
Sub-Total of Airframe and Features:		$***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		$***	**Base Year Index (ECI):**		***
Aircraft Basic Price (Excluding BFE/SPE):		$***	**Base Year Index (CPI):**		***
Buyer Furnished Equipment (BFE) Estimate:		$***			
Seller Purchased Equipment (SPE) Estimate:		$***			
Deposit per Aircraft:		$***			

# of Aircraft	Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Manufacturer Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate *** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery):			
							***	***	***	***
***	***	***	***	***	***	$***	$***	$***	$***	$***
	Total:	***								

* Nominal delivery month, *** pursuant to Letter Agreement number UAL-PA-03776-LA-1207643.
Note: Serial Numbers are provided as guidance only and are subject to change.
***

Table 1.1 To Purchase Agreement No. 03776
***** 737-9 Aircraft Delivery, Description, Price and *****

Airframe Model/MTOW:	737-9	*** pounds	**Detail Specification:**	***
Engine Model/Thrust:			**Airframe Price Base Year/Escalation**	
	***	*** pounds	**Formula:**	*** ***
Airframe Price:		$***	**Engine Price Base Year/Escalation Formula:**	*** ***
Optional Features:		$***		
Sub-Total of Airframe and Features:		$***	**Airframe Escalation Data:**	
Engine Price (Per Aircraft):		$***	**Base Year Index (ECI):**	***
Aircraft Basic Price (Excluding BFE/SPE):		$***	**Base Year Index (CPI):**	***
Buyer Furnished Equipment (BFE) Estimate:		$***		
Seller Purchased Equipment (SPE) Estimate:		$***		
Deposit per Aircraft:		$***		

# of Aircraft	Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Manufacturer Serial Number	Actual or Nominal Delivery Month*	Escalation Estimate *** Base Price Per A/P	*** Per Aircraft (Amts. Due/ *** Prior to Delivery):			
							***	***	***	***
***	***	***	***	***	***	$***	$***	$***	$***	$***
	Total:	***								

* Nominal delivery month, *** pursuant to Letter Agreement number UAL-PA-03776-LA-1207643.
Note: Serial Numbers are provided as guidance only and are subject to change.
***

AIRCRAFT CONFIGURATION

between

THE BOEING COMPANY

and

United Airlines, Inc.

Exhibit A to Purchase Agreement Number PA-03776 for 737-9 Aircraft

BOEING / UNITED AIRLINES, INC. PROPRIETARY

Exhibit A-1

AIRCRAFT CONFIGURATION

relating to

BOEING MODEL 737-9 AIRCRAFT

The Detail Specification is Boeing document number *** (the designator is *** due to the Detail Specification being aligned by manufacturer serial number, e.g., for the *** aircraft, the Detail Specification is projected to be ***, Rev ***, dated ***). Such Detail Specification will be comprised of Boeing configuration specification document number ***, Rev ***, dated ***, as amended to incorporate the optional features (**Options**) listed below, including the effects on Manufacturer's Empty Weight (**MEW**) and Operating Empty Weight (**OEW**). As soon as practicable, Boeing will furnish to Customer copies of the Detail Specification, which copies will reflect such Options. The Aircraft Basic Price reflects and includes all effects of such Options, except such Aircraft Basic Price does not include the price effects of any Buyer Furnished Equipment or In-Flight Entertainment.

BOEING / UNITED AIRLINES, INC. PROPRIETARY

Option Number	Title	*** 737-9 Aircraft *** Price Per A/C	*** 737-9 Aircraft *** Price Per A/C
***	***	***	***
OPTIONS: ***	TOTALS:	***	***

BOEING / UNITED AIRLINES, INC. PROPRIETARY

AIRCRAFT CONFIGURATION

between

THE BOEING COMPANY

and

United Airlines, Inc.

Exhibit A-4 to Purchase Agreement Number PA-03776

for 737-10 Aircraft

Exhibit A-4

AIRCRAFT CONFIGURATION

relating to

BOEING MODEL 737-10 AIRCRAFT

The Detail Specification is Boeing document number ***, Revision *** dated ***. The estimate for optional features was estimated using Customer's current 737-9 Aircraft configuration as seen in Attachment 1 to this Exhibit A-4. Such Attachment 1 estimate of optional features comprises Customer's Initial Configuration which is subject to change pursuant to the provisions of Letter Agreement UAL-PA-03776-LA-1207643R1 entitled "Open Matters".

Option Number		MAX10 Aircraft *** Price Per A/C
***	***	***
OPTIONS: ***	TOTALS:	***

BOEING / UNITED AIRLINES, INC. PROPRIETARY

AIRFRAME AND ***
***

relating to

BOEING MODEL 737-10 AIRCRAFT

For the purposes of this AE2, the term Aircraft shall mean 737-10 Aircraft.

1. Formula.

Airframe and *** price adjustments (**Airframe Price Adjustment**) are used to *** to be *** in *** at the signing of this Purchase Agreement and to *** to be *** at *** for the *** of ***. The Airframe Price Adjustment will be *** at the *** of *** in accordance with the following formula:

***

Where:

*** = ***.

*** = *** plus the *** of the *** (as set forth in Table *** of this Purchase Agreement).

***

Where:

*** is the *** (as set forth in Table *** of this Purchase Agreement);

*** is a *** determined using the ***, calculated by establishing a *** arithmetic average *** (expressed as a decimal and rounded to the nearest tenth) using the *** for the *** of scheduled delivery of the applicable Aircraft. As the *** values are only released on a *** basis, the value released for the *** will be used for the ***; the *** released for the *** will be used for the ***; the *** released for the *** will be used for the ***; the *** released for the *** will be used for the ***.

***

Where:

*** is the *** (as set forth in Table *** of this Purchase Agreement); and

BOEING PROPRIETARY

*** is a *** determined using the ***, calculated as a *** arithmetic average of the released *** (expressed as a decimal and rounded to the nearest tenth) using the *** for the *** of scheduled delivery of the applicable Aircraft.

As an example, for an Aircraft scheduled to be delivered in the ***, the *** of the *** will be utilized in determining the value of *** and ***.

Note:

(i) In determining the values of *** and ***, all calculations and resulting *** will be expressed as a decimal rounded to the nearest ten-thousandth.

(ii) *** is the numeric ratio attributed to *** in the Airframe Price Adjustment formula.

(iii) *** is the numeric ratio attributed to *** in the Airframe Price Adjustment formula.

(iv) The *** are the actual average *** reported by ***. The actual average *** are calculated as a *** arithmetic average of the released *** values (expressed as a decimal and rounded to the nearest tenth) using the *** for the *** the airframe base year. The applicable base year and corresponding denominator is provided by Boeing in Table *** of this Purchase Agreement.

(v) The final value of *** will be rounded to the nearest dollar.

(vi) The *** if it will *** in the ***`.

2. Values to be Utilized in the Event of Unavailability.

2.1 If the *** substantially revises the methodology used for the determination of the values to be used to determine the *** and *** values (in contrast to benchmark adjustments or other corrections of previously released values), or for any reason has not released values needed to determine the applicable ***, the parties will, prior to the *** of any such Aircraft, select a substitute from other *** or ***. Such substitute will result in the same adjustment, insofar as possible, as would have been calculated utilizing the original values adjusted for fluctuation during the applicable time period. However, if within *** after *** of the Aircraft, the ***should resume releasing values for the months needed to determine the *** will be used *** or *** in the *** for the *** that *** at the *** of *** of ***.

2.2 Notwithstanding Article 2.1 above, if prior to the scheduled delivery month of an Aircraft the *** changes the *** for determination of the *** and *** values as defined above, such *** will be *** in the ***.

2.3 In the event escalation provisions are made non-enforceable or otherwise rendered void by any agency of the United States Government, the parties agree, to the extent they may lawfully do so, to *** the *** of any *** to *** an *** for *** or *** with the *** of *** of this *** in *** and *** since *** to the price base year shown in ***.

BOEING PROPRIETARY

2.4 If within *** of Aircraft ***, the published index values are revised due to an acknowledged error by the ***, the *** will be *** (this does not include those values noted as preliminary by the ***). A *** or *** will be issued *** for the period of original invoice to issuance of *** or ***.

Note:

(i) The *** released by *** and available to Boeing *** prior to the first day of the scheduled *** of an Aircraft will be used to determine the *** and *** values for the applicable *** (including those noted as preliminary by the ***) to calculate the Airframe Price Adjustment for the Aircraft invoice at the *** of ***. The *** will be considered final and *** will be *** for any *** in *** subject always to ***.

(ii) The maximum number of digits to the right of the decimal after rounding utilized in any part of the Airframe Price Adjustment equation will be four (4), where rounding of the fourth digit will be increased to the next highest digit when the 5th digit is equal to five (5) or greater.

BOEING PROPRIETARY

BUYER FURNISHED EQUIPMENT VARIABLES

between

THE BOEING COMPANY

and

UNITED AIRLINES, INC.

Supplemental Exhibit BFE2
to Purchase Agreement Number 03776
for 737-10 Aircraft

UAL-PA-03776-Ex BFE2

BOEING PROPRIETARY

BUYER FURNISHED EQUIPMENT VARIABLES

relating to

BOEING MODEL 737-10 AIRCRAFT

This Supplemental Exhibit BFE2 contains supplier selection dates, on-dock dates and other requirements applicable to the Aircraft.

1. Supplier Selection.

Customer will:

Select and notify Boeing of the suppliers and part numbers of the following BFE items by the following dates:

*** ***

* For a new certification, supplier requires notification *** prior to *** on-dock date.

Customer will enter into initial agreements with the selected *** suppliers on or before *** after the above supplier selection dates to actively participate with Customer and Boeing in coordination actions including the Initial Technical Coordination Meeting (**ITCM**).

2. On-dock Dates and Other Information.

On or before ***, Boeing will provide to Customer the BFE Requirements electronically through My Boeing Fleet (**MBF** in My Boeing Configuration (**MBC**). These requirements may be periodically revised, setting forth the items, quantities, on-dock dates and shipping instructions and other requirements relating to the in-sequence installation of BFE. For planning purposes, preliminary BFE on-dock dates are set forth in Attachment 1:

3. Additional Delivery Requirements—Import.

Customer will be the "**importer of record**" (as defined by the U.S. Customs and Border Protection) for all BFE imported into the United States, and as such, it has the responsibility to ensure all of Customer's BFE shipments comply with U.S. Customs Service regulations. In the event Customer requests Boeing, in writing, to act as importer of record for Customer's BFE, and Boeing agrees to such request, Customer is responsible for ensuring Boeing can comply with all U.S. Customs Import Regulations by making certain that, at the time of shipment, all BFE shipments comply with the requirements in the "International Shipment Routing Instructions", including the Customs Trade Partnership Against Terrorism (**C-TPAT**), as set out on the Boeing website referenced below. Customer agrees to include the International Shipment Routing Instructions, including C-TPAT requirements, in each contract between Customer and BFE supplier.

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http://www.boeing.com/companyoffices/doingbiz/supplier_portal/index_general.html

UAL-PA-03776-Ex BFE2

BOEING PROPRIETARY

ATTACHMENT 1 TO SUPPLEMENTAL EXHIBIT BFE2 TO PURCHASE AGREEMENT NO. 03776
Preliminary On Dock Date Data:

Nominal Del Dates	Qty	***	***	***	***	***	***	***	***	***	***
***	***	***	***	***	***	***	***	***	***	***	***
Total	***										

BOEING PROPRIETARY

CUSTOMER SUPPORT VARIABLES

between

THE BOEING COMPANY

and

UNITED AIRLINES, INC.

Supplemental Exhibit CS1
to Purchase Agreement Number 03776

UAL-PA-03776-Ex CS1

BOEING PROPRIETARY

CUSTOMER SUPPORT VARIABLES

relating to

BOEING MODEL 737 MAX AIRCRAFT

Customer and Boeing will conduct planning conferences approximately *** prior to delivery of the first Aircraft, or as mutually agreed, in order to develop and schedule a *** to be furnished by ***.

The Customer Support Program will be based upon and equivalent to the entitlements summarized below.

1. Maintenance Training.

1.1***.

1.2***.

1.3***.

1.4***.

1.5***.

1.6 Training materials will be provided to each student. In addition, one (1) set of training materials as used in Boeing's training program, including interactive media (formerly computer based training courseware), instrument panel wall charts, DVD programs, and student reference guide, etc. will be provided for use in Customer's own training program.

2. Flight Training.

2.1 Boeing commitment to provide *** to acquaint *** with *** Customer's newly-purchased Aircraft and an aircraft of the same model currently operated by Customer has been and is being accomplished through Boeing's transfer and granting of unlimited use of the 737 MAX computer based trainer for Customer to train its flight crews subject to intellectual property restrictions.

2.2 Performance Engineer Training in Boeing's regularly scheduled courses. Course schedules are published twice a year.

2.3 Training materials will be provided to each student. In addition, one set of training materials as used in Boeing's training program, including interactive media (formally flight differences computer based training courseware), instrument panel wall charts, DVD Programs, flight attendant manuals, etc. will be provided for use in Customer's own training program.

3. Planning Assistance.

3.1 Maintenance Engineering. Notwithstanding anything in Exhibit B to the AGTA to the contrary, Boeing will provide the following Maintenance Engineering support:

3.1.1 Maintenance Planning Assistance. Upon request, Boeing will provide *** to assist with maintenance program development and to provide consulting related to maintenance planning. Consultation with Customer will be based on ground rules and requirements information provided in advance by Customer.

3.1.2 ETOPS Maintenance Planning Assistance. Upon request, Boeing will provide *** to assist with the development of their Extended Operations (**ETOPS**) maintenance program and to provide consultation related to ETOPS maintenance planning. Consultation with Customer will be based on ground rules and requirements information provided in advance by the Customer.

3.1.3 GSE/Shops/Tooling Consulting. Upon request, Boeing will provide consulting and data for ground support equipment, maintenance tooling and requirements for maintenance shops. Consultation with Customer will be based on ground rules and requirements information provided in advance by Customer.

3.1.4 Maintenance Engineering Evaluation. Upon request, Boeing will provide *** to evaluate Customer's maintenance and engineering organization for conformance with industry best practices. The result of which will be documented by Boeing in a maintenance engineering evaluation presentation. Customer will be provided with a copy of the maintenance engineering evaluation presentation. Consultation with Customer will be based on ground rules and requirements information provided in advance by Customer.

3.2 Spares.

3.2.1 Recommended Spares Parts List (**RSPL**). A *** RSPL will be provided to identify spare parts required for the Customer Support Program.

3.2.2 Provisioning Training. Provisioning training will be provided for Customer's personnel at Boeing's facilities where documentation and technical expertise are available. Training is focused on the initial provisioning process and *** in the Boeing RSPL.

3.2.3 Spares Provisioning Conference. A provisioning conference will be conducted at Boeing's facilities where documentation and technical expertise are available.

4. Technical Data and Documents.

4.1 Flight Operations.

Airplane Flight Manual
Airplane Rescue and Fire Fighting Information
Dispatch Deviation Guide
ETOPS Guide Vol. III
FMC Supplementary Data Document
Flight Crew Operations Manual and Quick Reference Handbook
Flight Crew Training Manual

Performance Engineer's Tool
Jet Transport Performance Methods
Operational Performance Software
Weight and Balance Manual Chapter 1 Control and Loading

4.2 Maintenance.

Aircraft Maintenance Manual
Component Maintenance Manual
Fault Isolation Manual
Fault Reporting Manual
Fuel Measuring Stick Manual
Illustrated Parts Catalog
Nondestructive Test Manual
Power Plant Buildup Manual
Service Bulletins and Index
Standard Overhaul Practices Manual Chapter 20
Standard Wiring Practices Manual Chapter 20
Structural Repair Manual
System Schematic Manual
Wiring Diagram Manual

4.3 Service Engineering.

Maintenance Tips
Service Letters

4.4 Maintenance Programs Engineering.

Airline Maintenance Inspection Intervals
ETOPS Configuration, Maintenance and Procedures
ETOPS Guide Vol. I and II
Maintenance Planning Data Document
Maintenance Task Cards and Index

4.5 Facilities and Equipment Planning.

Airplane Recovery Document
Engine Ground Handling Document
GSE Tooling Drawings (Bill of Material, 2D Drawings and Drawing Notes)
Illustrated Tool and Equipment Manual
Maintenance Facility and Equipment Planning Document
Special Tool and Ground Handling Equipment Drawing and Index

4.6 Airport Technology.

Airplane Characteristics for Airport Planning

4.7 Supplier Technical Data.

Overhaul Manual/Component Maintenance Manual Index
Product Support Supplier Directory
Supplier Assembly Drawings
Supplier Component Maintenance Manuals

Supplier Ground Support Equipment List
Supplier Product Support and Assurance Agreements Documents Vol. I and II
Supplier Publications Index
Supplier Service Bulletins
Supplier Spare Part Price Catalog

4.8 Product Standard.

Product Standard Data System

4.9 Fleet Statistical Data and Report.

Fleet reliability views, charts, and reports

Boeing will provide *** for all technical data and documents identified in this section in accordance with Attachment 1 to this Supplemental Exhibit CS1.

5. Aircraft Information.

5.1 Aircraft Information is defined as that data provided by Customer to Boeing which falls into one of the following categories: (i) aircraft operational information (including, but not limited to, ***, number of aircraft, aircraft registries, landings, and *** for Boeing model aircraft); (ii) summary and detailed *** data; (iii) *** data; (iv) airplane message data, (v) scheduled maintenance data; (vi) service bulletin incorporation; and (vii) aircraft data generated or received by equipment installed on Customer's aircraft in analog or digital form including but not limited to information regarding the state, condition, performance, location, setting, or path of the aircraft and associated systems, sub-systems and components.

5.2 License Grant. To the extent Customer has or obtains rights to Aircraft Information, Customer grants to Boeing a perpetual, world-wide, non-exclusive license to use and disclose Aircraft Information and *** in Boeing data and information and products and services provided Customer identification information as originating from Customer is removed and the Aircraft Information is aggregated if disclosed to *** such that *** will be unable to identify the source of the Aircraft Information. Customer identification information may be retained as necessary for Boeing to provide products and services Customer has requested from Boeing or for Boeing to inform Customer of *** products and services. This grant is in addition to any other grants of rights in the agreements governing provision of such information to Boeing regardless of whether that information is identified as Aircraft Information in such agreement including any information submitted under the In Service Data Program (**ISDP**).

For purposes of this article, Boeing is defined as The Boeing Company and its wholly owned subsidiaries.

Customer will provide Aircraft Information to Boeing through an automated software feed necessary to support ***. Boeing will provide assistance to Customer under a separate agreement for *** to enable the automated software feed.

Attachment 1 to Supplemental Exhibit CS1

Flight Operations.

Airplane Flight Manual	***
Airplane Rescue and Fire Fighting Information	***
Dispatch Deviations Guide	***
ETOPS Guide Vol. III	***
FMC Supplementary Data Document	***
Flight Attendant Manual	***
Flight Crew Operations Manual and Quick Reference Handbook	***
Flight Crew Training Manual	***
Jet Transport Performance Methods	***

Performance Engineers Tool	***
Operational Performance Software	***
Weight and Balance Manual Chapter 1 Control and Loading	***
Maintenance.	
Aircraft Maintenance Manual	***
Component Maintenance Manual	***
Fault Isolation Manual	***
Fault Reporting Manual	***
Fuel Measuring Stick Manual	***
Illustrated Parts Catalog	***
Nondestructive Test Manual	***
Powerplant Buildup Manual	***
Service Bulletins and Index	***
Standard Overhaul Practices Manual Chapter 20	***
Standard Wiring Practices Manual Chapter 20	***
Structural Repair Manual	***
System Schematic Manual	***
Wiring Diagram Manual	***
Service Engineering.	
Maintenance Tips	***
Service Letters	***
Maintenance Programs Engineering.	
Airline Maintenance Inspection Intervals	***
ETOPS Configuration, Maintenance and Procedures	***
ETOPS Guide Vol. I and II	***
Maintenance Planning Data Document	***
Maintenance Task Cards and Index	***
Facilities and Equipment Planning.	
Airplane Recovery Document	***

Legend:
***

BOEING PROPRIETARY

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

UAL-PA-03776-LA-1207638R1

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject:***

Reference: Purchase Agreement No. PA-03776 (Purchase Agreement) between The Boeing Company (Boeing) and United Airlines, Inc. (Customer) relating to Model 737 MAX aircraft (Aircraft)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. This Letter Agreement supersedes and replaces in its entirety Letter Agreement UAL-PA-03776-LA-1207638 dated July 12, 2012.

Subject to the terms herein, Customer may ***

For this Letter Agreement, each such *** aircraft referred to in (i) and (ii) above shall be defined to be a *** Aircraft.

1. Customer's Written Notice.

Customer shall provide written notice of its intention ***,

(i) no later than the first day of the month that is ***, provided that a *** Customer, or;

(ii) no later than the first day of the month that is ***, if a ***.

2. 737-10 Aircraft Customer ***.

2.1 Customer *** for the *** 737-10 Aircraft under this Letter Agreement and Supplemental Agreement No. 9 are limited to *** 737-10 Aircraft.

2.2 Notwithstanding Section 2.1 above, Boeing has advised Customer that if *** specified in Letter Agreement 6-1162-ILK-LA-171027 entitled "Flight Operations Enhancements" ***, then Customer will have the *** of such *** 737-10 aircraft *** 737 MAX aircraft model ***.

3. ***.

4. Definitive Agreement.

***.

5. ***.

BOEING / UNITED AIRLINES, INC. PROPRIETARY



6. Assignment.

Except as provided in Letter Agreement No. UCH-PA-03776-LA-1208238, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or in part.

7. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UCH-PA-03776-LA-1208234.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L Krueger
Its: Attorney-in-Fact

BOEING / UNITED AIRLINES, INC. PROPRIETARY



ACCEPTED AND AGREED TO this

Date: June 15, 2017

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman
Its: Senior Vice President Finance, Procurement and Treasurer

Attachment A To
Letter Agreement UAL-PA-03776-LA-1207638R1
737-8 * Aircraft Description and Price**

Airframe Model/MTOW:	737-8	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	***	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$***			
Sub-Total of Airframe and Features:		$***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		$***	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		$***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:		$***			
Seller Purchased Equipment (SPE) Estimate:		$***			

Attachment B To
Letter Agreement UAL-PA-03776-LA-1207638R1
737-7 * Aircraft Description and Price**

Airframe Model/MTOW:	737-7	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:			**Airframe Price Base Year/Escalation**		
	***	*** pounds	**Formula:**	***	***
Airframe Price:		$***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$***			
Sub-Total of Airframe and Features:		$***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		$***	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		$***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:		$***			
Seller Purchased Equipment (SPE) Estimate:		$***			

Attachment C To
Letter Agreement UAL-PA-03776-LA-1207638R1
737-10 * Aircraft Description and Price**

Airframe Model/MTOW:	737-10	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	***	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$***			
Sub-Total of Airframe and Features:		$***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		$***	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		$***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:		$***			
Seller Purchased Equipment (SPE) Estimate:		$***			

Attachment D To
Letter Agreement UAL-PA-03776-LA-1207638R1
737-9 * Aircraft Description and Price**

Airframe Model/MTOW:	737-9	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	CFMLEAP-1B28B1	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$***			
Sub-Total of Airframe and Features:		$***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		$***	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		$***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:		$***			

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

UAL-PA-03776-LA-1207643R1

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Open Matters 737-10 Aircraft

Reference: Purchase Agreement No. 03776 (Purchase Agreement) between The Boeing Company (Boeing) and United Airlines, Inc. (Customer) relating to Model 737 MAX aircraft (Aircraft)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. **This Letter Agreement supersedes and replaces in its entirety Letter Agreement UAL-PA-03776-LA-1207643 dated July 12, 2012.**

Given the long period of time between Purchase Agreement signing and delivery of the first 737-10 Aircraft and the continued development of the 737 MAX program, certain elements have not yet been defined. In consideration, Boeing and Customer agree to work together as the Boeing Model 737-10 aircraft develops as follows:

1. Aircraft Delivery Schedule.

1.1 The scheduled delivery position of the 737-10 Aircraft, as of the date of this Letter Agreement is listed in Table 1A of the Purchase Agreement and provides the delivery schedule in *** delivery windows consisting of a nominal delivery month (**Nominal Delivery Month**) ***. No later than *** prior to Nominal Delivery Month of Customer's first 737-10 Aircraft in each calendar year, Boeing will provide written notice with a *** of the scheduled delivery month for each 737-10 Aircraft with a Nominal Delivery Month in such calendar year.

1.2 Customer and Boeing will consult on a frequent basis to keep each other informed as to Customer's fleet plans and Boeing's production plans in order to meet the requirements of both parties. Based on such reviews and discussions, Boeing will use commercially reasonable efforts to meet Customer's fleet needs when providing the notices required by Article 1.1. Such notices provided by Boeing will constitute an amendment to Table 1A of the Purchase Agreement. The amended Table 1A shall be the scheduled delivery positions for the purposes of applying all provisions of the Purchase Agreements, including without limitation the BFE on-dock dates, and the *** the *** for the 737-10 Aircraft.



2. Aircraft Configuration.

2.1 The initial configuration of Customer's Model Aircraft has been defined by Boeing 737-7, 737-8, 737-8200, 737-9, 737-10 Airplane Description Document No. *** dated *** as described in Article 1 and Exhibit A-4 of the Purchase Agreement (**Initial Configuration**). Final configuration of the 737-10 Aircraft (**Final Configuration**) will be completed using the then-current Boeing configuration documentation in accordance with the following schedule:

2.1.1 No later than *** prior to the first 737-10 Aircraft's scheduled delivery, Boeing and Customer will discuss potential optional features.

2.1.2 Within *** after that meeting, Boeing will provide Customer with a proposal for those optional features that can be incorporated into the 737-10 Aircraft during production.

2.1.3 Customer will then have *** to accept or reject the optional features.

2.1.4 Within *** following Final Configuration, Boeing and Customer will execute a written amendment to the Purchase Agreement which will reflect the following:

2.1.4.1 Changes applicable to the basic Model 737-10 aircraft which are developed by Boeing between the date of signing of the Purchase Agreement and date of Final Configuration.

2.1.4.2 Incorporation into Exhibit A-4 of the Purchase Agreement, by written amendment, those optional features which have been agreed to by Customer and Boeing (**Customer Configuration Changes**);

2.1.4.3 Revisions to the Supplemental Exhibit BFE2 to reflect the selection dates and on-dock dates of BFE;

2.1.4.4 Changes to the Optional Features Prices, and Aircraft Basic Price to adjust for the difference, if any, between the prices estimated in Table 1A of the Purchase Agreement for optional features reflected in the Aircraft Basic Price and the actual prices of the optional features reflected in the Customer Configuration Changes. Such changes will not result in a *** to the *** provided in Table 1A.

3. Customer Support Variables.

3.1 Reserved.

3.2 Boeing has engaged in discussions with Customer in conjunction with providing the updated Supplemental Exhibit CS1 to offer to Customer additional uniquely tailored post delivery support services beyond the scope of the original Supplemental Exhibit CS1 that further enhances the maintainability and operational efficiency of the Aircraft.

4. Assignment.

Except as provided in Letter Agreement No. UAL-PA-03776-LA-1208238, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

5. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L Krueger
Its: Attorney-in-Fact

BOEING / UNITED AIRLINES, INC. PROPRIETARY

ACCEPTED AND AGREED TO this
Date: June 15, 2017

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman
Its: Senior Vice President Finance, Procurement and Treasurer

BOEING / UNITED AIRLINES, INC. PROPRIETARY

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03776-LA-1207650R3

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Special Matters – 737 MAX Aircraft

References: 1) Purchase Agreement No. PA-03776 (Purchase Agreement) between The Boeing Company (Boeing) and UnitedAirlines, Inc. (Customer) relating to Model 737 MAX aircraft (Aircraft); and

2) Letter Agreement UAL-PA-03776-1207638 entitled "***

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. This Letter Agreement supersedes and replaces in its entirety Letter Agreement UAL-PA-0 3776-LA-1207650R2 dated June 7, 2017.

1. ***.

1.1***. At the *** of each 737-9 Aircraft, Boeing *** to Customer *** in an *** the 737-9 Aircraft ***.

1.2***. At the *** of each 737-9 Aircraft, Boeing *** to Customer *** in an ***. Boeing represents that *** of this 737-9 *** is consistent with the terms of Letter Agreement 6-1162-KKT-080, as amended.

1.3***. Pursuant to the ***, Customer may *** of ***. At the time of ***, Boeing *** to Customer ***.

1.3.1***. At the time *** of each ***, Boeing *** to Customer ***. Boeing represents that the inclusion of this *** is consistent with the terms of Letter Agreement 6-1162-KKT-080, as amended.

1.4***. Pursuant to the ***, Customer may *** of ***. At the time ***, Boeing *** Customer *** the ***.

1.4.1***. At the time *** of each ***, Boeing *** to Customer ***. Boeing represents that the inclusion of this *** is consistent with the terms of Letter Agreement 6-1162-KKT-080, as amended.

1.5*** Aircraft *** and ***.

The parties agree to the following *** which will *** Boeing Model 737-*** aircraft specified in Table 1 and *** Boeing

Model 737-*** aircraft specified in Table 1A, at the effective date of this Letter Agreement and as may be ***. The *** aircraft comprise the *** **Aircraft**.



1.5.1 At the time *** of each applicable *** 737 *** Aircraft, Boeing *** to Customer *** Aircraft that are model 737-9 aircraft; and *** to be used solely for the *** of Boeing *** and *** and shall not be applied to *** or ***.

1.5.2 Boeing and Customer will work together to assess and agree to determine whether and how *** established in Attachment 1 is *** provided in Attachment 2 to this Letter Agreement. Such assessment will incorporate the methodology and .assumptions incorporated in development of Attachment 1 to this Letter Agreement including *** to the effective date of Supplemental Agreement No. 7 to the 787 Purchase Agreement No. 3860 and *** in Attachment 1 to this Letter Agreement.

1.6 737-10 ***.

At the time *** of each 737-10 Aircraft, Boeing *** to Customer *** in an *** **(737-10** ***).

1.7***737 ***.

Should Customer *** of a 737-7 *** Aircraft or a 737-8 *** Aircraft from ***, Boeing *** to Customer *** 737-7 *** and 737-8 *** Aircraft *** specified below:

Aircraft Availability	*** **Amount of** *** **737** ***
737-7 *** Aircraft	***
737-8 *** Aircraft	***

2.***.

Unless otherwise noted, the *** stated in Paragraphs 1.1 through 1.7 (***) are in (a) *** year dollars for the 737-9 Aircraft, the 737-7 *** Aircraft, the 737-8 Aircraft and (b) *** year dollars for 737-10 Aircraft. The *** will be *** to the scheduled month of the respective Aircraft delivery pursuant to the *** formula set forth in the Purchase Agreement applicable to the Aircraft. The *** may, at the election of Customer, be *** Boeing *** and *** (but shall ***).

3. Reserved.

4. 737 Supplier Management.

It is Boeing's 737 MAX design intent to maintain as much commonality with the 737NG while also achieving the 737 MAX performance requirements (including, but not limited to, fuel bum, range, payload, etc.) that the market demands. If a *** leads to a Supplier Product to be available *** for the 737 MAX where *** on the 737NG, or if an existing 737NG ***, then Boeing will ensure that *** the *** 737 MAX operators ***. These *** agreements, known as ***, will include (but not be limited to) enforceable provisions related to *** Boeing will utilize *** efforts to ensure that the terms of such support agreements are ***

5. Supplier Diversity.

Customer and Boeing agree to work towards a mutually agreeable solution for meeting diversity requirements in the supply base. Notwithstanding the foregoing sentence, Boeing agrees to (i) identify parts and equipment where Customer makes the procurement decision for potential opportunities; (ii) submit indirect reports until other options are vetted and approved; and (iii) continue to engage with Customer with regard to supplier diversity to ensure Boeing supports Customer's requirements.

6. Delivery ***.

Customer and Boeing agree that both Customer and Boeing will have certain Aircraft ***. Such *** are provided to Customer and Boeing pursuant to Letter Agreement No. UAL-PA-03776-LA-1208869.

7. Assignment.

Unless otherwise noted herein, the *** described in this Letter Agreement are provided *** to Customer and in consideration of ***. Except as provided in Letter Agreement No. UAL-PA-03776-LA-1208238, this Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing. ***.

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8. Confidentiality

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L Krueger

Its: Attorney-in-Fact

Its: Attorney-in-Fact

BOEING / UNITED AIRLINES PROPRIETARY



ACCEPTED AND AGREED TO this

Date: June 15, 2017

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance, Procurement and Treasurer

BOEING / UNITED AIRLINES PROPRIETARY

Attachment 1 to Letter Agreement UAL-PA-03776-LA-1207650R3: ***

***

Current scenario:

Year	787-10 ***	787-10 ***	777-300***	737 MAX *** and ***	Fixed *** and ****	Total Cashflow		
***	***	***				***		
Total	***	***	***	***	***	***	Discount Rate	***%
PV (*%)**	***	***	***	***	***	***	***	$***

Alternative scenario:

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7		
Year	787-10 ***	787-10 ***	777-300***	Special 737-7 *** and ***	***+	Total Cashflow		
***	***	***	***	***	***	***		
Total	***	***	***	***	***	***		
PV (*%)**	***	***	***	***	***	***	Discount Rate	***%
				*** **of Boeing** ***:		***	***	$***

\+ - Note: Payment dates for the "Fixed *** and ***" amounts and other related payments to Customer will be subject to adjustment as mutually agreed by the parties to reflect *** incorporated by the Supplemental Agreements executed on March 7 and this Supplemental Agreement 7. *** subsequent to March 7 should be reviewed for *** to be issued in columns (5) and (6)

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***

Current scenario:

Year	787-10***	787-10***	777-300***	737 *** and ***	*** and ***	Total Cashflow		
***	***	***				***		
Total	***	***	***	***	***	***	Discount Rate	***%
PV (*%)**	***	***	***	***	***	***	***	$***

Alternative scenario: * & 4th Quarter *** Forecast:**

Year	787-10 ***	787-10 ***	777-300***	*** and ***	***	Total Cashflow		
***	***	***	***	***	***	***		
Total	***	***	***	***	***	***	Discount Rate	***%
PV (*%)**	***	***	***	***	***	***	***	$***

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03776-LA-1208123R1

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Performance Matters for 737-9 Aircraft

Reference: Purchase Agreement No. PA-03776 (Purchase Agreement) between The Boeing Company (Boeing) and United Airlines, Inc. (Customer) relating to Model 737-9 MAX aircraft (Aircraft)

Inc. (Customer) relating to Model 737-9 MAX aircraft (Aircraft)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. **This Letter Agreement supersedes and replaces in its entirety Letter Agreement UAL-PA-03776-LA-1208123 dated July 12, 2012.**

1. ***.

1.1 At the time of signing of the Purchase Agreement, the *** for the Aircraft is not fully defined and as such, Boeing will provide *** complete *** guarantees applicable to the Aircraft no later than *** of the Aircraft, as detailed in letter agreement UCH-PA-03776-LA-1207643.

1.2 *** Commitment. The Aircraft will have a *** aircraft (*** **Commitment**). This commitment is established by the *** for the Aircraft in Attachment A that has the same conditions, *** in UAL-PA-03784-LA-1207868 Such *** is based on the *** nautical mile mission in Section 2.6.5, standard assumptions, conditions, *** rules and *** defined in Attachment A.

1.3 Compliance with the *** Commitment. Evidence of compliance with the *** Commitment will be determined as described in the ***, and will be based on the *** and *** and *** pursuant to Article *** of the AGTA ***. Boeing will provide a compliance report using the *** (*** **Report**) to Customer at the time of delivery of *** Aircraft.

1.4 ***. In the event that the *** Report provided to Customer pursuant to paragraph 1.3 above shows actual *** for ***Aircraft is *** the *** Commitment, compliance with the *** Commitment will be confirmed for all Aircraft and ***. ***, in the event that *** for *** is *** the *** Commitment *** and *** are described in Attachment B to this Letter Agreement.

2. Assignment.

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Except as provided in Letter Agreement No. UAL-PA-03776-LA-1208238, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's ***

3. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.

BOEING/UNITED AIRLINES, INC. PROPRIETARY



Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L Krueger
Its: Attorney-in-Fact

ACCEPTED AND AGREED TO this
Date: June 15, 2017

UNITED AIRLINES, INC.

By /s/ Gerald Laderman
Its Senior Vice President Finance, Procurement and Treasurer

**MODEL 737-9 PERFORMANCE GUARANTEES
FOR UNITED AIRLINES, INC.**

SECTION CONTENTS

1 AIRCRAFT MODEL APPLICABILITY

2 FLIGHT PERFORMANCE

3 AIRCRAFT CONFIGURATION

4 GUARANTEE CONDITIONS

5 GUARANTEE COMPLIANCE

6 EXCLUSIVE GUARANTEES

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1 AIRCRAFT MODEL APPLICABILITY

The guarantees contained in this Attachment (the "***") are applicable to the *** with a maximum *** of *** pounds, a maximum *** of *** pounds, and a maximum *** of *** pounds, and equipped with Boeing furnished *** engines.

2 FLIGHT PERFORMANCE

2.1 Takeoff

2.1.1 The FAA approved takeoff field length at a gross weight at the start of the ground roll of *** pounds, at a temperature of ***, at a sea level altitude, with an alternate forward center of gravity limit of *** percent of the mean aerodynamic chord, and using maximum ***, shall not be more than the following guarantee value:

NOMINAL:	***	Feet
TOLERANCE:	***	Feet
GUARANTEE:	***	Feet

2.1.2 The FAA approved *** at the start of ground roll, at a temperature of ***, at an altitude of *** feet, from a *** foot runway, with an alternate forward center of gravity limit of *** percent of the mean aerodynamic chord, and using maximum ***, shall not be less than the following guarantee value:

NOMINAL:	***	Pounds
TOLERANCE:	***	Pounds
GUARANTEE:	***	Pounds

2.2 Landing

2.2.1 The FAA approved landing field length at a gross weight of *** pounds and at a sea level altitude, shall not be more than the following guarantee value:

NOMINAL:	***	Feet
TOLERANCE:	***	Feet
GUARANTEE:	***	Feet

2.2.2 The FAA approved landing field length at a gross weight of *** pounds and at an altitude of *** feet, shall not be more than the following guarantee value:

NOMINAL:	***	Feet
TOLERANCE:	***	Feet
GUARANTEE:	***	Feet

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2.3 Speed

The level flight speed at a gross weight of *** pounds, on an *** day, at an altitude of *** feet and using not more than maximum cruise thrust, shall not be less than the following guarantee value:

NOMINAL:	***	KTAS
TOLERANCE:	***	KTAS
GUARANTEE:	***	KTAS

2.4 Altitude Capability—All Engines Operating

The altitude capability at a gross weight of *** pounds, on an *** day, at *** Mach number, and satisfying the conditions defined below, shall not be less than the following guarantee value:

NOMINAL:	***	Feet
TOLERANCE:	***	Feet
GUARANTEE:	***	Feet

Conditions:

1) The Aircraft shall be capable of maintaining level cruising flight using not more than maximum cruise thrust.

2) The Aircraft shall be capable of maintaining a rate of climb of *** feet per minute using not more than maximum climb thrust.

3) The Aircraft shall be capable of at least a *** maneuver load factor at buffet onset.

2.5 Enroute One-Engine-Inoperative Altitude

The FAA approved enroute one-engine-inoperative altitude at which the available gross climb gradient equals *** percent at a gross weight of *** pounds on an *** day using not more than maximum continuous thrust, shall not be less than the following guarantee value:

NOMINAL:	***	Feet
TOLERANCE:	***	Feet
GUARANTEE:	***	Feet

2.6 Mission

2.6.1 Mission Payload

The payload for a stage length of *** nautical miles in still air (equivalent to a distance of *** nautical miles with a *** knot headwind, representative of a *** to *** route) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	***	Pounds
TOLERANCE:	***	Pounds
GUARANTEE:	***	Pounds

Conditions and operating rules:

*** ***.

Takeoff:

The airport altitude is *** feet.

The *** is *** the airport conditions.

For information purposes, the takeoff conditions are defined as follows:

The airport temperature is ***.

The runway length is *** feet.

The clearway is *** feet.

The following obstacle definition is based on a straight out departure where obstacle height and distance are specified with reference to the liftoff end of the runway:

	Distance	Height
1.	***feet	*** feet
2.	***feet	*** feet
3.	***feet	*** feet
4.	***feet	*** feet
5.	***feet	*** feet
6.	***feet	*** feet

Takeoff performance is based on the certified alternate forward center of gravity limit.

Maximum takeoff thrust is used for the takeoff.

The *** shall conform to FAA Regulations.

Climbout Maneuver:

Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to *** feet above the departure airport altitude and retracting flaps and landing gear.

Climb:	The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.
	The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum ***.
	The climb continues at the recommended climb speed for minimum *** until *** Mach number is reached.
	The climb continues at *** Mach number to the initial cruise altitude.
	The temperature is standard day during climb.
	Maximum climb thrust is used during climb.
Cruise:	The Aircraft cruises at *** Mach number.
	The initial cruise altitude is *** feet.
	A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.
	The temperature is standard day during cruise.
	The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.
Descent:	The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.
	Throughout the descent, the cabin pressure will be controlled to a maximum rate of descent equivalent to *** feet per minute at sea level.
	The temperature is standard day during descent.
Approach and Landing Maneuver:	The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.
	The destination airport altitude is *** feet.

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Fixed Allowances:	For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:
	***
	For information purposes, the reserve fuel is based on a standard day temperature and a contingency fuel allowance equivalent to *** minutes of continued cruise starting at the end of the mission cruise and at *** Mach number.

2.6.2 Mission Payload

The payload for a stage length of *** nautical miles in still air (equivalent to a distance of *** nautical miles with a *** knot headwind, representative of a *** to *** route) using the conditions and operating rules defined below, shall not be

knot headwind, representative of a to route) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	***	Pounds
TOLERANCE:	***	Pounds
GUARANTEE:	***	Pounds

Conditions and operating rules:

***:	***
Takeoff:	The airport altitude is *** feet.
	The *** is *** by the airport conditions.
	Maximum takeoff thrust is used for the takeoff.
	The *** shall conform to FAA Regulations.
Climbout Maneuver:	Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to *** feet above the departure airport altitude and retracting flaps and landing gear.
Climb:	The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.
	The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum ***.
	The climb continues at the recommended climb speed for minimum *** until *** Mach number is reached.

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	The climb continues at *** Mach number to the initial cruise altitude.
	The temperature is *** during climb.
	Maximum climb thrust is used during climb.
Cruise:	The Aircraft cruises at *** Mach number.
	The initial cruise altitude is *** feet.
	A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.
	The temperature is *** during cruise.
	The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.
Descent:	The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.
	Throughout the descent, the cabin pressure will be controlled to a maximum rate of descent equivalent to *** feet per minute at sea level.
	The temperature is *** during descent.
Approach and Landing Maneuver:	The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.
	The destination airport altitude is *** feet.
Fixed Allowances:	For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:
	***
	For information purposes, the reserve fuel is based on a standard day temperature and a contingency fuel allowance equivalent to *** minutes of continued cruise starting at the end of the mission cruise and at *** Mach number.

2.6.3 Mission Payload

The payload for a stage length of *** nautical miles in still air (equivalent to a distance of *** nautical miles with a *** knot tailwind, representative of a

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*** to *** route) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	***	Pounds
TOLERANCE:	***	Pounds
GUARANTEE:	***	Pounds

Conditions and operating rules:

***	***
Takeoff:	The airport altitude is *** feet.
	The airport temperature is ***.
	The runway length is *** feet.
	The runway slope is *** percent ***.
	Takeoff performance is based on the certified alternate forward center of gravity limit.
	Maximum takeoff thrust is used for the takeoff.
	The *** shall conform to FAA Regulations.
Climbout Maneuver:	Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to *** feet above the departure airport altitude and retracting flaps and landing gear.
Climb:	The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.
	The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum ***.
	The climb continues at the recommended climb speed for minimum *** until *** Mach number is reached.
	The climb continues at *** Mach number to the initial cruise altitude.
	The temperature is *** during climb.
	Maximum climb thrust is used during climb.
Cruise:	The Aircraft cruises at *** Mach number.
	The initial cruise altitude is *** feet.
	A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.
	The temperature is *** during cruise.

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	The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.
Descent:	The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.
	Throughout the descent, the cabin pressure will be controlled to a maximum rate of descent equivalent to *** feet per minute at sea level.
	The temperature is *** during descent.
Approach and Landing Maneuver:	The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.
	The destination airport altitude is *** feet.
Fixed Allowances:	For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:
	***
	For information purposes, the reserve fuel is based on a standard day temperature and a contingency fuel allowance equivalent to *** minutes of continued cruise starting at the end of the mission cruise and at *** Mach number.

2.6.4 Mission ***

The *** for a stage length of *** nautical miles in still air with a *** pound payload using the conditions and operating rules defined below, shall not be more than the following guarantee value:

NOMINAL:	***	Pounds
TOLERANCE:	***	Pounds
GUARANTEE:	***	Pounds

Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for climb, cruise, and descent.

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***	The *** is defined as the sum of *** for taxi-out, takeoff and climbout maneuver, climb, cruise, descent, approach and landing maneuver, and taxi-in.
Takeoff:	The airport altitude is ***.
	The *** is *** the airport conditions.
	Maximum takeoff thrust is used for the takeoff.
	The *** shall conform to FAA Regulations.
Climbout Maneuver:	Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to *** feet above the departure airport altitude and retracting flaps and landing gear.

Climb: The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.

The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum ***.

The climb continues at the recommended climb speed for minimum block fuel until *** Mach number is reached.

The climb continues at *** Mach number to the initial cruise altitude.

The temperature is standard day during climb.

Maximum climb thrust is used during climb.

Cruise: The Aircraft cruises at *** Mach number.

The initial cruise altitude is *** feet.

A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.

The temperature is standard day during cruise.

The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.

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Descent: The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.

Throughout the descent, the cabin pressure is controlled to a maximum rate of descent equivalent to *** feet per minute at sea level.

The temperature is standard day during descent.

Approach and Landing Maneuver: The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.

The destination is a *** airport.

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

***

For information purposes, the reserve fuel is based on a standard day temperature and a contingency fuel allowance equivalent to *** minutes of continued cruise starting at the end of the mission cruise and at *** Mach number.

2.6.5 Mission ***

The *** for a stage length of *** nautical miles in still air with a *** pound payload using the conditions and operating rules defined below, shall not be more than the following guarantee value:

NOMINAL:	***	Pounds
TOLERANCE:	***	Pounds
GUARANTEE:	***	Pounds

Conditions and operating rules:

***: ***

***:	The *** is defined as the sum of *** for taxi-out, takeoff and climbout maneuver, climb, cruise, descent, approach and landing maneuver, and taxi-in.
Takeoff:	The airport altitude is ***.
	The *** is *** the airport conditions.
	Maximum takeoff thrust is used for the takeoff.
	The *** shall conform to FAA Regulations.
Climbout Maneuver:	Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to *** feet above the departure airport altitude and retracting flaps and landing gear.
Climb:	The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.
	The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum ***.
	The climb continues at the recommended climb speed for minimum block fuel until *** Mach number is reached.
	The climb continues at *** Mach number to the initial cruise altitude.
	The temperature is standard day during climb.
	Maximum climb thrust is used during climb.
Cruise:	The Aircraft cruises at *** Mach number.
	The initial cruise altitude is *** feet.
	A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.
	The temperature is standard day during cruise.

	The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.
Descent:	The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.
	Throughout the descent, the cabin pressure is controlled to a maximum rate of descent equivalent to *** feet per minute at ***.
	The temperature is standard day during descent.
Approach and Landing Maneuver:	The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.
	The destination is a *** airport.
Fixed Allowances:	For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:
	***
	For information purposes, the reserve fuel is based on a standard day temperature and a contingency fuel allowance equivalent to *** minutes of continued cruise starting at the end of the mission cruise and at *** Mach number.

2.6.6 Mission ***

The *** for a stage length of *** nautical miles in still air (equivalent to a distance of *** nautical miles with a *** knot headwind, representative of a *** to *** route) with a *** pound payload using the conditions and operating rules defined below, shall not be more than the following guarantee value:

NOMINAL:	***	Pounds
TOLERANCE:	***	Pounds
GUARANTEE:	***	Pounds

Conditions and operating rules:

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***	***
***:	The *** is defined as the sum of *** for taxi-out, takeoff and climbout maneuver, climb, cruise, descent, approach and landing maneuver, and taxi-in.
Takeoff:	The airport altitude is *** feet.
	The *** is *** the airport conditions.
	Maximum takeoff thrust is used for the takeoff.
	The *** shall conform to FAA Regulations.
Climbout:	Following the takeoff to ***, the Aircraft accelerates to *** KCAS while

Climbout Maneuver:	Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to *** feet above the departure airport altitude and retracting flaps and landing gear.
Climb:	The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.
	The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum ***.
	The climb continues at the recommended climb speed for minimum *** until *** Mach number is reached.
	The climb continues at *** Mach number to the initial cruise altitude.
	The temperature is standard day during climb.
	Maximum climb thrust is used during climb.
Cruise:	The Aircraft cruises at *** Mach number.
	The initial cruise altitude is *** feet.
	A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.

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	The temperature is standard day during cruise.
	The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.
Descent:	The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.
	Throughout the descent, the cabin pressure is controlled to a maximum rate of descent equivalent to *** feet per minute at sea level.
	The temperature is standard day during descent.
Approach and Landing Maneuver:	The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.
	The destination airport altitude is *** feet.
Fixed Allowances:	For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:
	***
	For information purposes, the reserve fuel is based on a standard day temperature and a contingency fuel allowance equivalent to *** minutes of continued cruise starting at the end of the mission cruise and at *** Mach number.

2.6.7 Operational Empty Weight Basis

The Operational Empty Weight (OEW) derived in Paragraph 2.6.8 is the basis for the mission guarantees of Paragraphs 2.6.1, 2.6.2, 2.6.3, 2.6.4, 2.6.5, and 2.6.6.

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2.6.8 7 37-9 Weight Summary – United Airlines

	Pounds
Standard Model Specification MEW	***
Configuration Specification *** *** Tourist Class Passengers *** *** lb (*** kg) Maximum Taxi Weight	
***	***
United Airlines Manufacturer's Empty Weight (MEW)	***
Standard and Operational Items Allowance (Paragraph 2.6.9)	***
United Airlines Operational Empty Weight (OEW)	***
***	***
United Airlines Post-Delivery Operational Empty Weight (OEW)	***

	Quantity	Pounds	Pounds
* Seat Weight Included:			***
***	***	***	

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2.6.9 Standard and Operational Items Allowance

	Quantity	Pounds	Pounds	***
Standard Items Allowance				***
Unusable Fuel			***	
Oil			***	
Oxygen Equipment			***	
Miscellaneous Equipment			***	
Galley Structure & Fixed Inserts			***	
Operational Items Allowance				***
Crew and Crew Baggage			***	
Flight Crew & Flight Bag	***	***		
Flight Attendant and Kit	***	***		
Crew Baggage	***	***		
Catering Allowance & Removable Inserts			***	
First Class	***	***		
Business Class	***	***		
Economy Class	***	***		
Passenger Service Equipment	***		***	
Potable Water —60 USG			***	
Waste Tank Disinfectant			***	
Emergency Equipment			***	
Escape Slides—Forward & Aft	***	***		
Life Vests—Crew and Passengers ***		***		
Life Rafts	***	***		
Auto Radio Beacon (ELT)	***	***		
Total Standard and Operational Items Allowance				***

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3 AIRCRAFT CONFIGURATION

3.1 The guarantees contained in this Attachment are based on the Aircraft configuration as defined in ***, dated ***, plus any changes mutually agreed upon or otherwise allowed by the Purchase Agreement to be incorporated into the Customer's Detail Specification (herein referred to as the Detail Specification). Appropriate adjustment shall be made for changes in such Detail Specification approved by the Customer and Boeing or otherwise allowed by the Purchase Agreement which cause changes to the flight performance and/or weight and balance of the Aircraft. Such adjustment shall be accounted for by Boeing in its evidence of compliance with the guarantees.

3.2 The guarantee payloads of Paragraphs 2.6.1, 2.6.2, and 2.6.3 and the specified payloads of Paragraphs 2.6.4, 2.6.5, and 2.6.6 *** guarantees will be adjusted by Boeing for the effect of the following on OEW in its evidence of compliance with the guarantees:

(1) Changes to the Detail Specification or any other changes mutually agreed upon between the Customer and Boeing or otherwise allowed by the Purchase Agreement.

(2) The difference between the component weight allowances given in Appendix E of the Detail Specification and the actual weights.

4 GUARANTEE CONDITIONS

4.1 All guaranteed performance data are based on the International Standard Atmosphere (ISA) and specified variations therefrom; altitudes are pressure altitudes.

4.2 For the purposes of these 737-9 guarantees the Federal Aviation Administration (FAA) regulations referred to in this Attachment are, unless otherwise specified, the *** Certification Basis regulations specified in the Type Certificate Data Sheet A16WE, Revision 41, dated July 31, 2007.

4.3 In the event a change is made to any law, governmental regulation or requirement, or in the interpretation of any such law, governmental regulation or requirement that affects the certification basis for the Aircraft as described in Paragraph 4.2, and as a result thereof, a change is made to the configuration and/or the performance of the Aircraft in order to obtain certification, the guarantees set forth in this Attachment shall be appropriately modified to reflect any such change.

4.4 The takeoff and landing guarantees, and the takeoff portion of the mission guarantees are based on hard surface, level and dry runways with no wind or obstacles, no clearway or stopway, *** mph tires, with *** brakes and anti-skid operative, and with the Aircraft center of gravity at the most

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forward limit unless otherwise specified. The takeoff performance is based on no engine bleed for air conditioning or thermal anti-icing and ***. Unbalanced field length calculations and the improved climb performance procedure will be used for takeoff as required. The landing performance is based on the use of automatic spoilers.

4.5 The enroute one-engine-inoperative altitude guarantee is based on engine bleed for air conditioning with one pack operating. No engine bleed for thermal anti-icing is provided unless otherwise specified. ***

4.6 The speed, altitude capability, and cruise range guarantees, and the climb, cruise and descent portions of the mission guarantees include allowances for normal power extraction and engine bleed for normal operation of the air conditioning system. The digital bleed is set for the Customer interior in Paragraph 2.6.8. No bleed or power extraction for thermal anti-icing is provided unless otherwise specified. ***.

4.7 The speed, altitude capability, and cruise range guarantees, and the climb, cruise and descent portions of the mission guarantees are based on an Aircraft center of gravity location, as determined by Boeing, not to be aft of *** percent of the mean aerodynamic chord.

4.8 Performance, where applicable, is based on a fuel Lower Heating Value (LHV) of *** BTU per pound and a fuel density of *** pounds per U.S. gallon.

5 GUARANTEE COMPLIANCE

5.1 Compliance with the guarantees of Section 2 shall be based on the conditions specified in those sections, the Aircraft configuration of Section 3 and the guarantee conditions of Section 4.

5.2 Compliance with the takeoff, landing, and enroute one-engine-inoperative altitude guarantees, the buffet onset portion of the altitude capability guarantee, and the takeoff portion of the mission guarantee shall be based on the FAA approved Airplane Flight Manual for the Model 737-9.

5.3 Compliance with the takeoff guarantees and the takeoff portion of the mission guarantees shall be shown using an alternate forward center of gravity limit of *** percent of the mean aerodynamic chord.

5.4 Compliance with the speed, altitude capability, and cruise range guarantees, and the climb, cruise and descent portions of the mission guarantees shall be established by calculations based on flight test data obtained from an aircraft in a configuration similar to that defined by the Detail Specification.

5.5 The OEW used for compliance with the mission guarantees shall be the actual MEW plus the Standard and Operational Items Allowance in Appendix E of the Detail Specification.

5.6 The data derived from tests shall be adjusted as required by conventional methods of correction, interpolation or extrapolation in accordance with established engineering practices to show compliance with these guarantees.

5.7 Compliance shall be based on the performance of the airframe and engines in combination, and shall not be contingent on the engine meeting its manufacturer's performance specification.

6 EXCLUSIVE GUARANTEES

The only performance guarantees applicable to the Aircraft are those set forth in this Attachment.

***** COMMITMENT**
FOR UNITED AIRLINES, INC. (UAL) MODEL 737-9 MAX

The Attachment A to this Letter Agreement contains the *** relative to the *** Commitment in this Letter Agreement. Boeing offers the following items in the event that the *** report furnished to Customer for the Aircraft pursuant to the Demonstration Procedure shows *** Commitment ***.

1. Rights and Obligations in the Event of a ***.

1.1 Aircraft Delivery. In the event of a *** for any Aircraft, at the time Boeing tenders that Aircraft for delivery, *** set forth in paragraph 1.2 or paragraph 2. Customer *** delivery of such Aircraft ***.

1.2 Post Delivery *** or *** the ***. In the event of a *** for any Aircraft, the following terms and conditions will apply:

1.2.1***, or cause to be *** by *** parts and/or *** parts *** which, *** such Aircraft, would reduce or eliminate the Compliance Deviation.

1.2.2 If ***, or to cause to be *** such Aircraft, then Customer and Boeing will *** upon the details of *** program. *** will be provided at *** to ***.

1.2.3 If Customer elects to *** such Aircraft, *** within *** days after the delivery *** if *** can be *** during ***. *** which cannot be *** during *** will be *** within a mutually agreed period of time. *** will be *** in accordance with Boeing and engine manufacturer instructions.

1.2.4*** of *** and *** to *** at the *** in effect at the *** of *** between *** and *** or *** and ***, as applicable. *** related to engines will apply also to spare engines ***. Boeing *** will give Customer reasonable advance written notice of the estimated *** at Customer's maintenance base for any such ***. *** for *** this Letter Agreement and be *** to *** and *** using established *** and other terms identified in the *** contemplated in paragraph *** herein.

2.***.

If Boeing has ***, or caused to be provided *** which *** the ***, then Boeing will *** described in this paragraph 2. Subject to mutual agreement, Boeing and Customer may elect to *** the efforts under paragraph 1 herein in lieu of *** described in this paragraph 2.

2.1***. Boeing will ***, in the *** of *** in *** for each *** the *** in ***. The *** will be *** for *** of the *** that are ***. If the compliance document

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demonstrates a *** the ***, then Customer and Boeing will work together in good faith to reach *** to adequately address such *** for any Aircraft. If *** is unable to provide a *** to adequately address the *** within a reasonable timeframe and does not *** {within a reasonable timeframe) that it will provide ***, then *** will have the *** to *** any such *** and, if the *** the *** of the *** to ***, the *** to *** the ***.

2.2***. *** to Customer pursuant to this section 2 will be *** by Boeing and/or the *** at the time of Aircraft delivery. No *** will be *** pursuant to this section 2 for any Aircraft not *** Customer. Each *** will be *** of delivery of the Aircraft for which ***.

2.3*** Adjustments. The *** of *** attributable to any *** will be determined by Boeing analysis based on data certified to be correct by Boeing. The *** of such *** will be deemed to be the *** of *** as calculated using reasonable *** based on the data furnished pursuant to Article *** of the AGTA. If *** are *** in an Aircraft as set forth in paragraph 1.2 above, payments of *** will be *** by an *** with the *** in the *** after such *** are ***. If Customer elects not to *** in any applicable Aircraft as set forth in paragraph 1.2 above, *** of the *** will be *** by an *** with the *** in the *** which would have been *** had such *** been ***.

3.***.

Boeing and Customer agree it is not the intent of the parties to provide benefits hereunder that *** to be provided (a) by Boeing under the Purchase Agreement, or any other agreement between Boeing and Customer, or (b) by *** under any agreement between *** and Customer, due to the Aircraft *** any *** similar to the *** Commitment or any *** that otherwise impacts ***. Boeing may *** its *** to *** the *** or to be *** to *** by *** or *** pursuant to such other *** or ***.

4.***.

Customer agrees that the *** contained in paragraphs 1 and 2 herein are *** for purposes of *** with respect to the *** Commitment of Customer's Aircraft and are *** and *** Customer may have, ***, in connection therewith and shall *** and *** and *** of any and all of Boeing's *** and *** to Customer in connection therewith. Customer *** Boeing and *** and *** all *** and *** and *** or otherwise, *** relating to *** such *** Commitment.

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

UAL-PA-03776-LA-1208157R2

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject:***

Reference: Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)

This Letter Agreement amends and supplements the Purchase Agreement. This Letter Agreement supersedes and replaces in its entirety Letter Agreement UCH-PA-03776-LA-1208157R1 dated June 7, 2017.

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

Subject to the terms, provisions, and conditions described herein, Boeing *** Aircraft, as of the effective date (Effective Date) of the ***.

1. Customer's ***.

Boeing *** Customer, at a charge as described in paragraph 3 below, *** an Aircraft *** for the respective model type. The Effective Date of such *** shall be the date that Boeing provides ***, unless otherwise mutually agreed to. *** for the applicable Aircraft ***. Boeing will use its best reasonable efforts to provide *** not later than *** after receipt of Customer's written request.

2. ***.

At the time of delivery of each Aircraft, *** after delivery of an Aircraft, *** as requested by Customer. Such *** shall be ***, identifying the Aircraft Manufacturer's Serial Number (MSN), the delivery date and the Effective Date of ***. The *** shall also indicate ***; the ***; and the ***. Customer may *** subsequent to the Effective Date. If ***, then Customer *** as outlined in paragraph 3 below.

3. ***.

*** in accordance with either the *** set forth below, at Customer's option.

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3.1 Calculation of Customer's Lease Payment for Affected Aircraft.

If Customer elects ***, then Customer shall ***

3.2 ***

3.3 ***

3.4 Customer's ***

3.5 ***

4.***

5. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.

BOEING/UNITED AIRLINES, INC. PROPRIETARY



Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L Krueger
Its: Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: June 15, 2017

UNITED AIRLINES, INC.

By /s/ Gerald Laderman
Its Senior Vice President Finance, Procurement and Treasurer

BOEING/UNITED AIRLINES, INC. PROPRIETARY

Attachment A to Letter Agreement UAL-PA-03776-LA-1208157R2

Date:

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Attention: ***
Reference: Letter Agreement UAL-PA-03776-LA-1208157R2 to Purchase Agreement 03776

***

Very truly yours,

THE BOEING COMPANY

By: _____
Its: _____

Attachment A: Reference Weight Data at Inception of the Program

737-10	MTOW	MLW	MZFW
Purchased Weight	***	***	***
Certified Weight	***	***	***
Hinge or Midpoint Weight	***	***	***

737-9	MTOW	MLW	MZFW
Purchased Weight	***	***	***
Certified Weight	***	***	***
Hinge or Midpoint Weight	***	***	***

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737-8	MTOW	MLW	MZFW
Purchased Weight	***	***	***
Certified Weight	***	***	***
Hinge or Midpoint Weight	***	***	***

737-7	MTOW	MLW	MZFW
Purchased Weight	***	***	***
Certified Weight	***	***	***
Hinge or Midpoint Weight	***	***	***

BOEING/UNITED AIRLINES, INC. PROPRIETARY

BOEING/UNITED AIRLINES, INC. PROPRIETARY

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-3776-LA-1606848R2

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: *** Special MAX Aircraft

Reference: Purchase Agreement No. PA-03776 **(Purchase Agreement)** between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft)**

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement. References to the Purchase Agreement are to the Purchase Agreement as amended from time to time, including by way of this Letter Agreement and other letter agreements between Boeing and Customer. **This Letter Agreement supersedes and replaces in its entirety Letter Agreement UAL-PA-03776-LA-1606848R1 dated June 7, 2017.**

1.***

Customer has the right to *** the delivery of up to *** of the Special MAX Aircraft (as that term is defined in Letter Agreement UAL-PA-03776-LA-1207650R2 entitled "Special Matters – 737 MAX Aircraft") from *** delivery month into ***, pursuant to the terms of this Letter Agreement (***). For the avoidance of doubt, the aggregate maximum number of *** is ***.

2. Notice Requirement.

Customer will provide written notice (*** **Notice**) of its intent to *** purchase of any eligible Special MAX Aircraft no later than the Exercise Notice Due Date specified in Attachment 1 to this Letter Agreement. Each such *** Special MAX Aircraft, once confirmed with Boeing as specified in Section 4 herein, is referred to herein as an *** **Aircraft**.

3.***.

The *** of Special MAX Aircraft which can be *** into *** is specified in Attachment 1 to this Letter Agreement.

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4. Definitive Agreement.

If Customer agrees with the *** in the *** Confirmation, then the parties will sign a definitive agreement to incorporate the *** for each *** Aircraft (**Supplemental Agreement**) within *** of the *** Confirmation. The Supplemental Agreement will include the provisions of the Purchase Agreement as modified to reflect the provisions of this Letter Agreement. In the event the parties *** a Supplemental Agreement within *** following *** Confirmation, either party may *** of a Special MAX Aircraft by giving written notice to the other within ***. If Customer and Boeing *** Supplemental Agreement, then the delivery month of such Special MAX Aircraft is *** specified in the *** Confirmation.

5. BFE.

The BFE *** dates *** to support the scheduled delivery month of any applicable *** Aircraft.

6. Assignment.

Except as provided in Letter Agreement No. UAL-PA-03776-LA-1208238, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's ***

7. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.

Very truly yours,

THE BOEING COMPANY

By: _____

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 15, 2017

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance, Procurement and Treasurer

Attachment 1: * Notice Due Date for *** Special MAX Aircraft**

***	Annual Limitation Specifics	*** Delivery Month	*** Due Date
***	***	***	***
***	***	***	***

BOEING PROPRIETARY

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-3776-LA-1703685

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: 737-10 Aircraft ***

Reference: Purchase Agreement No. PA-03776 **(Purchase Agreement)** between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

Boeing agrees to provide Customer with the *** guarantees in the Attachments. These guarantees are exclusive and expire upon delivery of the relevant Aircraft to Customer.

1. Assignment.

Except as provided in Letter Agreement No. UAL-PA-03776-LA-1208238, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's ***.

2. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L Krueger

Its: Attorney-In-Fact

BOEING PROPRIETARY

ACCEPTED AND AGREED TO this

Date: June 15, 2017

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance, Procurement and Treasurer

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Attachment to Letter Agreement
No. UAL-PA-3776-LA-1703685
*** Engines
Page 1

MODEL 737-10 PERFORMANCE GUARANTEES

FOR UNITED AIRLINES, INC.

SECTION	CONTENTS
1	AIRCRAFT MODEL APPLICABILITY
2	FLIGHT PERFORMANCE
3	AIRCRAFT CONFIGURATION
4	GUARANTEE CONDITIONS
5	GUARANTEE COMPLIANCE
6	EXCLUSIVE GUARANTEES

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1 AIRCRAFT MODEL APPLICABILITY

The guarantees contained in this Attachment (the "***") are applicable to the *** with a maximum *** of *** pounds, a maximum *** of *** pounds, and a maximum *** of *** pounds, and equipped with Boeing furnished *** engines.

2 FLIGHT PERFORMANCE

2.1 Takeoff

2.1.1 The FAA-approved takeoff field length at a gross weight at the start of the ground roll of *** pounds, at a temperature of ***, at a sea level altitude, with an alternate forward center of gravity limit of *** percent of the mean aerodynamic chord, and using maximum ***, will not be more than the following guarantee value:

NOMINAL:	***	feet
TOLERANCE:	***	feet
GUARANTEE:	***	feet

2.1.2 The FAA-approved *** at the start of ground roll, at a temperature of ***, at an altitude of ***, from a *** foot runway, with an alternate forward center of gravity limit of *** percent of the mean aerodynamic chord, and using maximum ***, will not be less than the following guarantee value:

NOMINAL:	***	pounds
TOLERANCE:	***	pounds
GUARANTEE:	***	pounds

2.1.3 The FAA-approved takeoff gross weight at the start of ground roll, at a temperature of ***, at an altitude of *** feet, from a *** foot runway, with an alternate forward center of gravity limit of *** percent of the mean aerodynamic chord, and using maximum ***, will not be less than the following guarantee value:

NOMINAL:	***	pounds
TOLERANCE:	***	pounds
GUARANTEE:	***	pounds

2.2 Landing

2.2.1 The FAA-approved landing field length at a gross weight of *** pounds and at a sea level altitude, will not be more than the following guarantee value:

NOMINAL:	***	feet
TOLERANCE:	***	feet
GUARANTEE:	***	feet

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2.2.2 The FAA-approved landing field length at a gross weight of *** pounds and at an altitude of *** feet, will not be more than the following guarantee value:

NOMINAL:	***	feet
TOLERANCE:	***	feet
GUARANTEE:	***	feet

2.3 Enroute One-Engine-Inoperative Altitude

The FAA-approved enroute one-engine-inoperative altitude at which the available gross climb gradient equals *** percent at a gross weight of *** pounds on an *** day using not more than maximum continuous thrust, will not be less than the following guarantee value:

NOMINAL:	***	feet
TOLERANCE:	***	feet
GUARANTEE:	***	feet

2.4 Altitude Capability—All Engines Operating

The altitude capability at a gross weight of *** pounds, on an *** day, at *** Mach number, and satisfying the conditions defined below, will not be less than the following guarantee value:

NOMINAL:	***	feet
TOLERANCE:	***	feet
GUARANTEE:	***	feet

Conditions:

1) The Aircraft will be capable of maintaining level cruising flight using not more than maximum cruise thrust.

2) The Aircraft will be capable of maintaining a rate of climb of *** feet per minute using not more than maximum climb thrust.

3) The Aircraft will have at least *** margin to initial buffet.

2.5 Mission

2.5.1 Mission Payload

The payload for a stage length of *** nautical miles in still air (representative of a *** to *** route ***) using the conditions and operating rules defined below, will not be less than the following guarantee value:

NOMINAL:	***	pounds
TOLERANCE:	***	pounds
GUARANTEE:	***	pounds

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Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Takeoff: The airport altitude is *** feet.

The airport temperature is ***.

The runway length is ***.

The runway slope is *** percent ***.

The following obstacle definition is based on a straight out departure where obstacle height and distance are specified

with reference to the liftoff end of the runway:

	Height	Distance
***	***	***

Takeoff performance is based on an alternate forward center of gravity limit of *** percent of the mean aerodynamic chord.

Maximum *** is used for the takeoff.

The *** will conform to FAA Regulations.

Climbout Maneuver: Following the takeoff to *** feet, the Aircraft retracts landing gear, climbs to *** feet above the departure airport altitude and accelerates to the recommended speed while retracting flaps.

Climb: The Aircraft climbs from the initial climb altitude to *** feet altitude at the recommended speed.

The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum ***.

The climb continues at the recommended climb speed for minimum *** to the final climb altitude.

The temperature is *** during climb.

Maximum climb thrust is used during climb.

Cruise: The Aircraft cruises at *** Mach number.

The Aircraft cruises at *** ICAO RVSM cruise altitudes.

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The temperature is *** during cruise.

The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.

Descent: The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.

Throughout the descent, the cabin pressure is controlled to a maximum rate of descent equivalent to *** feet per minute at ***.

The temperature is *** during descent.

Approach and Landing Maneuver: The Aircraft decelerates to the final approach speed while extending flaps and landing gear, then descends and lands.

The destination airport altitude is *** feet.

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following will be used as fixed quantities and allowances:

***

For information purposes, the reserve fuel is based on a hold equivalent to *** minutes at *** feet above sea level on a standard day at the Maximum Landing Weight.

2.5.2 Mission Payload

The payload for a stage length of *** nautical miles in still air (representative of a *** to *** route ***) using the conditions and operating rules defined below, will not be less than the following guarantee value:

NOMINAL:	***	pounds
TOLERANCE:	***	pounds
GUARANTEE:	***	pounds

The above payload may require special attention to payload distribution and operational procedures.

Conditions and operating rules:

*** ***.

Takeoff: The airport altitude is *** feet.

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The airport temperature is ***.

The runway length is *** feet.

The clearway is *** feet.

The following obstacle definition is based on a straight out departure where obstacle height and distance are specified with reference to the liftoff end of the runway:

	Height	Distance
***	***	***

Takeoff performance is based on an alternate forward center of gravity limit of *** percent of the mean aerodynamic chord.

Maximum *** is used for the takeoff.

The *** will conform to FAA Regulations.

Climbout Maneuver: Following the takeoff to *** feet, the Aircraft retracts landing gear, climbs to *** feet above the departure airport altitude and accelerates to the recommended speed while retracting flaps.

Climb: The Aircraft climbs from the initial climb altitude to *** feet altitude at the recommended speed.

The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum ***.

The climb continues at the recommended climb speed for minimum *** to the final climb altitude.

The temperature is *** during climb.

Maximum climb thrust is used during climb.

Cruise: The Aircraft cruises at *** Mach number.

The Aircraft cruises at *** ICAO RVSM cruise altitudes.

The temperature is *** during cruise.

The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.

Descent: The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.

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Throughout the descent, the cabin pressure is controlled to a maximum rate of descent equivalent to *** feet per minute at sea level.

The temperature is *** during descent.

Approach and Landing Maneuver: The Aircraft decelerates to the final approach speed while extending flaps and landing gear, then descends and lands.

The destination airport altitude is *** feet.

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following will be used as fixed quantities and allowances:

***

For information purposes, the reserve fuel is based on a hold equivalent to *** minutes at *** feet above sea level on a standard day at the Maximum Landing Weight.

2.5.3 Mission Payload

The payload for a stage length of *** nautical miles in still air (representative of a *** to *** route ***) using the conditions and operating rules defined below, will not be less than the following guarantee value:

NOMINAL:	***	pounds
TOLERANCE:	***	pounds
GUARANTEE:	***	pounds

Conditions and operating rules:

*** ***

Takeoff: The airport altitude is *** feet.

The airport temperature is ***.

The runway length is *** feet.

The runway slope is *** percent ***.

Takeoff performance is based on an alternate forward center of gravity limit of *** percent of the mean aerodynamic chord.

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Maximum *** is used for the takeoff.

The *** will conform to FAA Regulations.

Climbout Maneuver: Following the takeoff to *** feet, the Aircraft retracts landing gear, climbs to *** feet above the departure airport altitude and accelerates to the recommended speed while retracting flaps.

Climb: The Aircraft climbs from the initial climb altitude to *** feet altitude at the recommended speed.

The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum ***.

The climb continues at the recommended climb speed for minimum *** to the final climb altitude.

	The temperature is *** during climb.
	Maximum climb thrust is used during climb.
Cruise:	The Aircraft cruises at *** Mach number.
	The Aircraft cruises at *** ICAO RVSM cruise altitudes.
	The temperature is *** during cruise.
	The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.
Descent:	The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.
	Throughout the descent, the cabin pressure is controlled to a maximum rate of descent equivalent to *** feet per minute at sea level.
	The temperature is *** during descent.
Approach and Landing Maneuver:	The Aircraft decelerates to the final approach speed while extending flaps and landing gear, then descends and lands.
	The destination airport altitude is *** feet.

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Fixed Allowances:	For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following will be used as fixed quantities and allowances:
	***
	For information purposes, the reserve fuel is based on a hold equivalent to *** minutes at *** feet above sea level on a standard day at the Maximum Landing Weight.

2.5.4 Mission Payload

The payload for a stage length of *** nautical miles in still air (representative of a *** to *** route) using the conditions and operating rules defined below, will not be less than the following guarantee value:

NOMINAL:	***	pounds
TOLERANCE:	***	pounds
GUARANTEE:	***	pounds

Conditions and operating rules:

Stage Length:	The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.
Takeoff:	The airport altitude is *** feet.
	The airport temperature is ***.
	The runway length is *** feet.
	The headwind is *** knots.
	The runway slope is *** percent ***.
	The following obstacle definition is based on a straight out departure where obstacle height and distance are specified with reference to the liftoff end of the runway:

	Height	Distance
***	***	***

Takeoff performance is based on an alternate forward center of gravity limit of *** percent of

the mean aerodynamic chord.

Maximum *** is used for the takeoff.

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	The *** will conform to FAA Regulations.
Climbout Maneuver:	Following the takeoff to *** feet, the Aircraft retracts landing gear, climbs to *** feet above the departure airport altitude and accelerates to the recommended speed while retracting flaps.
Climb:	The Aircraft climbs from the initial climb altitude to *** feet altitude at the recommended speed.
	The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum ***.
	The climb continues at the recommended climb speed for minimum *** to the final climb altitude.
	The temperature is *** during climb.
	Maximum climb thrust is used during climb.
Cruise:	The Aircraft cruises at *** Mach number.
	The Aircraft cruises at *** ICAO RVSM cruise altitudes.
	The temperature is *** during cruise.
	The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.
Descent:	The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.
	Throughout the descent, the cabin pressure is controlled to a maximum rate of descent equivalent to *** feet per minute at sea level.
	The temperature is *** during descent.
Approach and Landing Maneuver:	The Aircraft decelerates to the final approach speed while extending flaps and landing gear, then descends and lands.
	The destination airport altitude is *** feet.

BOEING PROPRIETARY

Fixed Allowances:	For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following will be used as fixed quantities and allowances:
	***
	For information purposes, the reserve fuel is based on a hold equivalent to *** minutes at *** feet above sea level on a standard day at the Maximum Landing Weight.

2.5.5 Mission Block Fuel

The *** for a stage length of *** nautical miles in still air with a *** pound payload using the conditions and operating rules defined below, will not be more than the following guarantee value:

NOMINAL:	***	pounds
TOLERANCE:	***	pounds
GUARANTEE:	***	pounds

Conditions and operating rules:

***	***
***	The *** is defined as the sum of *** for taxi-out, takeoff and climbout maneuver, climb, cruise, descent, approach and landing maneuver, and taxi-in.
Takeoff:	The airport altitude is ***.
	The *** is *** the airport conditions.
Climbout Maneuver:	Following the takeoff to *** feet, the Aircraft retracts landing gear, climbs to *** feet above the departure airport altitude and accelerates to the recommended speed while retracting flaps.
Climb:	The Aircraft climbs from the initial climb altitude to *** feet altitude at the recommended speed.
	The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum block fuel.
	The climb continues at the recommended climb speed for minimum *** to the final climb altitude.
	The temperature is standard day during climb.

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	Maximum climb thrust is used during climb.
Cruise:	The Aircraft cruises at *** Mach number.
	The Aircraft cruises at *** ICAO RVSM cruise altitudes.
	The temperature is standard day during cruise.
	The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.
Descent:	The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.

Throughout the descent, the cabin pressure is controlled to a maximum rate of descent equivalent to *** feet per minute at sea level.

The temperature is standard day during descent.

Approach and Landing Maneuver: The Aircraft decelerates to the final approach speed while extending flaps and landing gear, then descends and lands.

The destination is a *** airport.

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following will be used as fixed quantities and allowances:

***

For information purposes, the reserve fuel is based on a hold equivalent to *** minutes at *** feet above sea level on a standard day at the Maximum Landing Weight.

2.5.6 Operational Empty Weight Basis

The Operational Empty Weight (OEW) derived in paragraph 2.5.7 is the basis for the mission guarantees of paragraphs 2.5.1 through 2.5.5.

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2.5.7 737-10 Weight Summary—United Airlines

	Pounds
Standard Model Specification Manufacturer's Empty Weight (MEW)	***
Configuration Specification ***	
*** Tourist Class Passengers	
***	
*** lb (*** kg) Maximum Taxi Weight	
***	
United Airlines MEW	***
Standard and Operational Items Allowance (Paragraph 2.5.8)	***
United Airlines OEW	***

	Quantity	Pounds	Pounds
* Seat Weight Included:			***
***	***	***	

2.5.8 Standard and Operational Items Allowance

	Quantity	Pounds	Pounds	***
Standard Items Allowance				***
Unusable Fuel			***	
Oil			***	
Oxygen Equipment			***	
Miscellaneous Equipment			***	
Galley Structure & Fixed Inserts			***	
Operational Items Allowance				***
Crew and Crew Baggage			***	
Flight Crew	***	***		
Cabin Crew	***	***		
Crew	***	***		
Baggage				

Catering Allowance & Removable Inserts			***	
First Class	***	***		
Premium	***	***		
Economy Class				
Economy	***	***		
Class				
Passenger	***		***	
Service Equipment				
Potable Water—60 USG			***	
Waste Tank Disinfectant			***	
Emergency Equipment (Including Overwater Equipment)			***	
Total Standard and Operational Items Allowance				***

3 AIRCRAFT CONFIGURATION

3.1 The guarantees contained in this Attachment are based on the Aircraft configuration as defined in ***, dated ***, plus any changes mutually agreed upon or otherwise allowed by the Purchase Agreement to be incorporated into the Customer's Detail Specification (herein referred to as the Detail Specification). Appropriate adjustment will be made for changes in such Detail Specification approved by the Customer and Boeing or otherwise allowed by the Purchase Agreement which cause changes to the flight performance and/or weight and balance of the Aircraft. Such adjustment will be accounted for by Boeing in its evidence of compliance with the guarantees.

3.2 The guarantee payloads of paragraphs 2.5.1, 2.5.2, 2.5.3, and 2.5.4, and the specified payload in the *** guarantee of paragraph 2.5.5 will be adjusted by Boeing for the effect of the following on OEW in its evidence of compliance with the guarantees:

(1) Changes to the Detail Specification or any other changes mutually agreed upon between the Customer and Boeing or otherwise allowed by the Purchase Agreement.

(2) The difference between the component weight allowances given in Appendix E of the Detail Specification and the actual weights.

4 GUARANTEE CONDITIONS

4.1 All guaranteed performance data are based on the International Standard Atmosphere (ISA) and specified variations therefrom; altitudes are pressure altitudes.

4.2 For the purposes of these 737-10 guarantees the Federal Aviation Administration (FAA) regulations referred to in this Attachment are, unless otherwise specified, 14 CFR Part 25 effective February 1, 1965, including Amendments 25-1 through 25-141 with the exceptions permitted by 14CFR21.101.

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4.3 In the event a change is made to any law, governmental regulation or requirement, or in the interpretation of any such law, governmental regulation or requirement that affects the certification basis for the Aircraft as described in Paragraph 4.2, and as a result thereof, a change is made to the configuration and/or the performance of the Aircraft in order to obtain certification, the guarantees set forth in this Attachment will be appropriately modified to reflect any such change.

4.4 The takeoff and landing guarantees, and the takeoff portion of the mission guarantees are based on hard surface, level and dry runways with no wind or obstacles, no clearway or stopway, *** mph tires, with *** brakes, anti-skid operative, alternate go-around flap procedure (option to select Flaps 5 when performing a return to land check), and with the Aircraft center of gravity at the most forward limit unless otherwise specified. If the guarantee condition specifies an alternate forward center of gravity, the performance will reflect the more aft center of gravity of the alternate forward center of gravity specified in the guarantee condition or the forward center of gravity limit. The takeoff performance is based on no engine bleed for air conditioning or thermal anti-icing and ***. The Power Management Control (PMC) is turned on.

Unbalanced field length calculations and the improved climb performance procedure will be used for takeoff as required. The landing performance is based on the use of automatic spoilers.

4.5 The enroute one-engine-inoperative altitude guarantee is based on engine bleed for air conditioning with one pack operating. No engine bleed for thermal anti-icing is provided unless otherwise specified. ***.

4.6 The altitude capability guarantee and the climb, cruise and descent portions of the mission guarantees includes allowances for normal power extraction and engine bleed for normal operation of the air conditioning system. The digital bleed is set for the Customer interior in Paragraph 2.5.7. No bleed or power extraction for thermal anti-icing is provided unless otherwise specified. ***.

4.7 The altitude capability guarantee and the climb, cruise and descent portions of the mission guarantees is based on an Aircraft center of gravity location, as determined by Boeing, not to be aft of *** percent of the mean aerodynamic chord.

4.8 Performance, where applicable, is based on a fuel Lower Heating Value (LHV) of *** BTU per pound and a fuel density of *** pounds per U.S. gallon.

5 GUARANTEE COMPLIANCE

5.1 Compliance with the guarantees of Section 2 will be based on the conditions specified in those sections, the Aircraft configuration of Section 3 and the guarantee conditions of Section 4.

5.2 Compliance with the following guarantees or portions of such guarantees will be based on the FAA-approved Airplane Flight Manual for the Model 737-10 aircraft:

- Takeoff
- Landing
- Enroute One-Engine-Inoperative Altitude
- The initial buffet portion of All Engines Operating Altitude Capability
- The takeoff portion of the mission conditions

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5.3 Compliance with the takeoff guarantee and the takeoff portion of the mission guarantee will not be contingent upon acceptance of a Change Request, Master Change or Change Order to allow operation at an alternate forward center of gravity limit or selection of the alternate go-around flap procedure (Flaps 5).

5.4 Compliance with the altitude capability guarantee and with the climb, cruise and descent portions of the mission guarantees will be established by calculations based on flight test data obtained from an aircraft in a configuration similar to that defined by the Detail Specification.

5.5 Compliance with the mission *** guarantee may exceed the design weights in the FAA-approved Airplane Flight Manual for convenience of calculating *** for the specified payload. Such exceedance is not to be construed as authorization to operate the aircraft above the weights in the FAA-approved Airplane Flight Manual.

5.6 The OEW used for compliance with the mission guarantees will be the actual MEW plus the Standard and Operational Items Allowance in Appendix E of the Detail Specification.

5.7 The data derived from tests will be adjusted as required by conventional methods of correction, interpolation or extrapolation in accordance with established engineering practices to show compliance with these guarantees.

5.8 Compliance will be based on the performance of the airframe and engines in combination, and will not be contingent on the engine meeting its manufacturer's performance specification.

6 EXCLUSIVE GUARANTEES

The only performance guarantees applicable to the Aircraft are those set forth in this Attachment.

BOEING PROPRIETARY



UAL-PA-03776-LA-1703743

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: 2017 ***

References: 1) Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (Customer) relating to Model 737 MAX aircraft (**Aircraft**); and

2) Purchase Agreement No. PA-04308 (**777 Purchase Agreement**) between The Boeing Company and United Airlines, Inc. relating to Model 777-300 aircraft (**777 Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. 2017 ***.

In recognition of Customer's conversion of one hundred (100) firm 737-9 Aircraft into one hundred firm 737-10 Aircraft pursuant to the Purchase Agreement and Customer's *** 777-300ER Aircraft pursuant to the 777 Purchase Agreement, Boeing will *** to Customer in *** to Customer upon *** of Supplemental Agreement No. 9 to the Purchase Agreement. *** will be provided *** (**Operational** ***) that will *** to Customer ***. *** to *** on ***.

2. Assignment.

Except as provided in Letter Agreement No. UAL-PA-03776-LA-1208238, the rights and obligations described in this Letter Agreement and ***.

3. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L Krueger

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 15, 2017

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance,
Procurement and Treasurer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03776-LA-1703858

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject:*** Program for the 737-10 Aircraft

Reference: Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Continental Holdings, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in

this Letter Agreement shall have the same meaning as in the Purchase Agreement. For the purposes of this Letter Agreement, the term 737-10 Aircraft shall also include any 737-10 aircraft added to the Purchase Agreement subsequent to the date of this SA-9.

1. Definitions.

737-10 * Notice** means the written communication provided by Boeing to Customer in accordance with the requirements of Article 4.1, below.

737-10 Program Aircraft means each 737-10 Aircraft specified in Table 1A of the Purchase Agreement as of the date of this Letter Agreement.

2. Applicability.

Notwithstanding any other provision of the Purchase Agreement to the contrary, the parties agree that the *** for the Airframe Price and *** Features Prices for each 737-10 Program Aircraft shall be determined in accordance with ***

3. *** Forecast.

Boeing will release an *** forecast in *** of each year based on Boeing's then current standard ***. Only one *** forecast shall be used to conduct the *** analysis performed in accordance with Article 4.1, below, for a given 737-10 Program Aircraft. The *** forecast applicable to a given 737-10 Program Aircraft is set forth in Attachment A.

4. ***.

4.1 If the *** forecast, as set forth in Article 3, above, ***, as set forth in Attachment B, *** any 737-10 Program Aircraft that is *** such *** forecast, as set forth in Attachment A, then Boeing shall issue a 737-10 *** Notice to the Customer by the date set forth in Attachment A. Such 737-10 *** Notice shall, ***, either:

4.1.1*** for such affected 737-10 Program Aircraft *** as set forth in Attachment B; or

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4.1.2 provide Customer with the *** as set forth in Attachment B and the actual *** factor determined in accordance with ***; or

4.1.3 provide Customer with *** as set forth in Attachment B, with Boeing and Customer *** as set forth in Attachment B ***.

4.1.4 In the event that Boeing *** the 737-10 *** Notice as detailed in Article 4.1.2 or Article 4.1.3 and Customer ***, then Customer *** the Purchase Agreement with respect to such affected 737-10 Program Aircraft.

4.2 If Boeing provides Customer the *** described in Article 4.1.2 or Article 4.1.3 above, then Customer shall notify Boeing *** contained in Articles 4.1.2, 4.1.3, or 4.1.4 above within *** of its receipt of the 737-10 *** Notice from Boeing. In the event Customer *** in accordance with Article 4.1.4 above, then Boeing *** Customer, *** for the *** 737-10 Program Aircraft.

4.2.1 Within *** of Boeing's receipt of *** notice for any such *** 737-10 Program Aircraft under Article 4.2 above, Boeing *** written notice to Customer *** related to such *** 737-10 Program Aircraft ***, by Customer.

4.2.2 Should Customer *** any notice to Boeing in accordance with Article 4.2 above, then the *** for such 737-10 Program Aircraft shall be *** in accordance with Article 4.1.2.

4.3 In the event that the *** of a 737-10 Program Aircraft that is subject to either Article 4.1.1, Article 4.1.2 or Article 4.1.3 above, *** applicable to such 737-10 Program Aircraft will be determined pursuant to Article 5 below.

5. ***.

5.1 If the *** forecast, as set forth in Article 3, *** any 737-10 Program Aircraft *** as set forth in Attachment B and *** as set forth in Attachment B, *** for such 737-10 Program Aircraft *** as set forth in Attachment B *** as set forth in Attachment B ***.

5.2 In the event the *** at *** of a 737-10 Program Aircraft subject to Article 5.1 above, *** applicable to such 737-10 Program Aircraft will be determined pursuant to Article 6 below.

6. ***.

If the *** forecast, as set forth in Article 3, above, ***, as set forth in Attachment B, *** any 737-10 Program Aircraft *** such *** forecast, as set forth in Attachment A, then such *** applicable to such 737-10 Program Aircraft ***:

6.1 If the *** of a 737-10 Program Aircraft, *** as set forth in Attachment B for such 737-10 Program Aircraft, then the *** for such 737-10 Program Aircraft.

6.2*** of a 737-10 Program Aircraft, *** as set forth in Attachment B for such 737-10 Program Aircraft, then the *** for such 737-10 Program Aircraft *** as set forth in Attachment B.

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7. Applicability to ***.

The ***, identified in the Purchase Agreement as subject to *** pursuant to Supplemental Exhibit AE2, and which pertains to the 737-10 Program Aircraft shall be *** established in this Letter Agreement for such 737-10 Program Aircraft *** provisions of the Purchase Agreement ***.

8. Assignment.

Except as provided in Letter Agreement No. UAL-PA-03776-LA-1208238, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

9. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L Krueger

Its: Attorney-in-Fact

BOEING / UNITED AIRLINES, INC. PROPRIETARY



ACCEPTED AND AGREED TO this

Date: June 15, 2017

UNITED AIRLINES, INC.

By /s/ Gerald Laderman
Its Senior Vice President Finance, Procurement and Treasurer

BOEING / UNITED AIRLINES, INC. PROPRIETARY



ATTACHMENT A
***** Forecast & 737-10 Escalation Notice Date**

*** Forecast ***	Applicable to 737-10 Program Aircraft Delivering in Time Period ***	737-10 *** Notice Date ***

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ATTACHMENT B
***** Factors—*****

***	***	***	***
***	***	***	***

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CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND **IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL**. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

Supplemental Agreement No. 10
to
Purchase Agreement No. 03776
between
The Boeing Company
and
United Airlines, Inc.
Relating to Boeing Model 737 *** Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of May 15, 2018, by and between THE BOEING COMPANY (Boeing) and UNITED AIRLINES, INC. (Customer) (SA-10);

WHEREAS, the parties hereto entered into Purchase Agreement No. 3776 dated July 12, 2012, as amended and supplemented (Purchase Agreement), relating to the purchase and sale of Boeing model 737 *** aircraft (Aircraft). This Supplemental Agreement is an amendment to the Purchase Agreement;

WHEREAS, the parties wish to provide a process for determination of a replacement reference interest rate in the event that the *** ceases to be available;

WHEREAS, the parties wish to clarify the AGTA elements applicable to the model 737-*** aircraft;

WHEREAS, the parties wish to clarify the *** applicable to the model 737-*** aircraft;

WHEREAS, the parties wish to incorporate (i) a software loading agreement into the Purchase Agreement; and (ii) a letter agreement for installation of cabin systems equipment;

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

1. Table of Contents.

The "Table of Contents" is deleted in its entirety and replaced with the attached "Table of Contents" (identified by "SA-10").

2. Tables.

Table 1.1 entitled "Follow-On 737-*** Aircraft Delivery, Description, Price and ***" is deleted in its entirety and replaced with the attached similarly titled "Table 1.1" (identified by "SA-9").

3. Letter Agreements.

3.1. Letter Agreement UAL-PA-03776-LA-1207638R1 entitled "***" is deleted in its entirety and replaced with Letter Agreement UAL-PA-03776-LA-12077638R2 (identified by "SA-10").

3.2. Letter Agreement UAL-PA-03776-LA-1207644R1 entitled "*** Aircraft – 737-***" is deleted in its entirety and replaced with Letter Agreement UAL-PA-03776-LA-1207644R2 (identified by "SA-10").

3.3. Letter Agreement UAL-PA-03776-LA-1207646R1 entitled "Promotional Support is deleted in its entirety and replaced with Letter Agreement UAL-PA-03776-LA-1207646R2 (identified by "SA-10").

3.4. Letter Agreement UAL-PA-03776-LA-1207650R3 entitled "Special Matters" is deleted in its entirety and replaced with Letter Agreement UAL-PA-03776-LA-1207650R4 (identified by "SA-10") to revise

certain ***.

3.5. Letter Agreement UAL-PA-03776-LA-1208122 entitled "***" is deleted in its entirety and replaced with Letter Agreement UAL-PA-03776-LA-1208122R1 (identified by "SA-10") to provide a process for determination of a replacement reference interest rate in the event the *** rate ceases to exist.

3.6. Letter Agreement UAL-PA-03776-LA-1208596 entitled "AGTA Matters" is deleted in its entirety and replaced with Letter Agreement UAL-PA-03776-LA-1208596R1 (identified by "SA-10") to specify the *** period applicable to model 737-*** aircraft.

3.7. Letter Agreement UAL-PA-3776-LA-1703858 entitled "*** Program for the 737-*** Aircraft" (identified by "SA-10") is deleted and replaced in its entirety by UAL-PA-3776-LA-1703858R1 to incorporate the 737-*** Aircraft having ***.

3.8. Letter Agreement UAL-PA-3776-LA-1801367 entitled "Loading of Customer Software" (identified by "SA-10") is incorporated into the Purchase Agreement.

3.9. Letter Agreement UAL-PA-3776-LA-1801619 entitled "Installation of Cabin Systems Equipment" (identified by "SA-10") is incorporated into the Purchase Agreement.

4. Miscellaneous.

4.1. The following references in the Purchase Agreement and the associated exhibits, supplemental exhibits, and letter agreements are revised as described in Figure 1 below.

Figure 1

Document(s)	Original Text	Replacement Text
1) Purchase Agreement Basic Articles, Section 3.2	3.2 *** Base Prices. The *** Base Prices listed in Table 1 were calculated using the *** and *** as of the date of this Purchase Agreement *** at a rate of *** percent (***%) per year to the scheduled delivery year.	3.2 *** Base Prices. The *** Base Prices listed in Table 1, Table 1.1 and Table 1A were calculated utilizing the *** factors noted and *** to the month of scheduled delivery.
2) Supp. Exhibits AE1 relating to Boeing Model 737-*** Aircraft, and 3) AE2 relating to Boeing Model 737-*** Aircraft, Section 1 parenthetical portion of ***.	***For Models 737-600, 737-700, 737-800, 737-900, 737-900ER, 737-7, 737-8, 737-9, 747-8, 777-200LR, 777- F, and 777-300ER the *** the ***	***(For Models 737-600, 737-700, 737-800, 737-900, 737-900ER, 737-7, 737-8, 737-9, 737-10, 747-8, 777-200LR, 777-F, and 777-300ER the *** the ***"
4) Supp. Exhibit EE1 relating to Boeing *** Aircraft, Section 1.	". . . 737-600, -700, 800, -900 or -900ER, -7, -8, -9 Aircraft"	Addition of "737-***": ". . . 737-600, 737-700, 737-800, 737-900 or 737-900ER, 737-7, 737-8, 737-9 and 737-10 Aircraft"

Figure 1, CONTINUED

Document(s)	Original Text	Replacement Text
5) UAL-PA-03776-LA-1207640 "Demonstration Flight Waiver" 6) UAL-PA-03776-LA-1207647 "Seller Purchased Equipment" 7) UAL-PA-03776-LA-1208055R1 "*** Program" 8) UAL-PA-03776-LA- 1208234 "Privileged and Confidential Matters" 9) UAL-PA-03776-LA- 1208238 "Assignment Matters"	"Reference: Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Continental Holdings, Inc. (**Customer**) relating to Model 737-*** aircraft (**Aircraft**)"	"Reference: Purchase Agreement No. 03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 *** aircraft (**Aircraft**)"

10) UAL-PA-03776-LA- 1208869 "Delivery *** Matters"		

Document(s)	Original Text	Replacement Text
11) UAL-PA-03776-LA-1207649 "Spare Parts Initial Provisioning"	"Reference: a) Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Continental Holdings, Inc. (**Customer**) relating to Model 737-*** aircraft (**Aircraft**) b) Customer Services General Terms Agreement No. CSGTA-UCH (**CSGTA**) between Boeing and Customer."	"References: a) Purchase Agreement No. 03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 *** aircraft (**Aircraft**); and b) Customer Services General Terms Agreement No. 24-1 (**CSGTA**) between Boeing and Customer."

Figure 1, CONTINUED

Document(s)	Original Text	Replacement Text
12) 12) UAL-PA-03784-LA-1207869 "737 Production Adjustments"	"Reference: 1) Purchase Agreement No. PA 03784 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Air Lines, Inc. (**Customer**) relating to Model 737-900ER aircraft (including any 737-700 or 737-800 aircraft, collectively the **737NG Aircraft**)******	"References: 1) Purchase Agreement No. 03784 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Air Lines, Inc. (**Customer**) relating to Model 737-900ER aircraft (including any 737-700 or 737-800 aircraft, collectively the **737NG Aircraft**) ***

4.2. The following references to '"Table 1" in the Purchase Agreement and the associated exhibits, supplemental exhibits, and letter agreements to the Purchase Agreement are now deemed to be replaced per Figure 2 as follows:

Figure 2

Document	Original Reference	Replacement Reference
Purchase Agreement Basic Articles	Reference to "Table 1" (i) Opening Paragraph 1 (ii) Article 2 (iii) Article 3.1 (iv) Article 4.1 & 4.2 (v) Article 5.1	"Table 1, Table 1.1 and Table 1A"
Supplemental Exhibit AE2	Reference to "Table 1" (i) Article 1 (ii) Notes to Article 1	"Table 1A"
Supplemental Exhibit EE1	Reference to "Table 1" Article 2.6.2	"Table 1, Table 1.1 and Table 1A"
UAL-PA-03776-LA-1207647 "Seller Purchased Equipment"	Reference to "Table 1" Article 2.6.2	"Table 1, Table 1.1 and Table 1A"
UAL-PA-03776-LA-1207637R1 "*** Matters"	Reference to "Table 1" Article 1.1	"Table 1, Table 1.1 and Table 1A"

4.3. If Boeing or Customer determines that references described in Figure 1 and Figure 2 of this Supplemental Agreement No. 10 should be further amended, then Boeing and Customer will work together for a mutually agreeable solution.

5. Miscellaneous.

Boeing and Customer *** Customer's ***.

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

The rest of this page is left intentionally blank.

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

THE BOEING COMPANY	**UNITED AIRLINES, INC.**
/s/ Irma L. Krueger	/s/ Gerald Laderman
Signature	Signature
Irma L. Krueger	Gerald Laderman

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AE2.	***Adjustment/Airframe and *** for the 737-*** Aircraft	SA-9
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BFE2.	BFE Variables 737-*** Aircraft	SA-9
CS1.	Customer Support Variables	SA-9
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SLP1.	Service Life Policy Components	

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UAL-PA-03776-LA-1207638R2	***	**SA-10**
UAL-PA-03776-LA-1207640	Demonstration Flight Waiver	
UAL-PA-03776-LA-1207643R1	Open Matters 737-*** Aircraft	SA-9
UAL-PA-03776-LA-1207644R2	***** Aircraft**	**SA-10**
	***** Aircraft - Attachment A**	**SA-10**
UAL-PA-03776-LA-1207646R2	**Promotional Support**	**SA-10**
UAL-PA-03776-LA-1207647	Seller Purchased Equipment	
UAL-PA-03776-LA-1207649	Spare Parts Initial Provisioning	
UAL-PA-03776-LA-1207650R4	**Special Matters**	**SA-10**
UAL-PA-03776-LA-1208055R1	***	SA-7
UAL-PA-03776-LA-1208122	***	**SA-10**
UAL-PA-03776-LA-1208123R1	*** Matters for 737-*** Aircraft	SA-9
UAL-PA-03776-LA-1208157R2	***	SA-9
UAL-PA-03776-LA-1208234	Privileged and Confidential Matters	
UAL-PA-03776-LA-1208596R1	**AGTA Matters**	**SA-10**
UAL-PA-03776-LA-1208238	Assignment Matters	
UAL-PA-03776-LA-1208869	Delivery *** Matters	
UAL-PA-03784-LA-1207869	737 Production Adjustments	
UAL-PA-03776-LA-1606848R2	*** Special *** Aircraft	SA-9
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UAL-PA-03776-LA-1703858R1	***** Program for the 737-*** Aircraft**	**SA-10**
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UAL-PA-3776-LA-1801367	**Loading of Customer Software**	**SA-10**
UAL-PA-3776-LA-1801619	**Installation of Cabin Systems Equipment**	**SA-10**

SUPPLEMENTAL AGREEMENTS	DATED AS OF
Supplemental Agreement No. 1	June 17, 2013
Supplemental Agreement No. 2	January 14, 2015
Supplemental Agreement No. 3	May 26, 2015
Supplemental Agreement No. 4	June 12, 2015
Supplemental Agreement No. 5	January 20, 2016
Supplemental Agreement No. 6	February 8, 2016
Supplemental Agreement No. 7	December 27, 2016
Supplemental Agreement No. 8	June 7, 2017
Supplemental Agreement No. 9	June 15, 2017
Supplemental Agreement No. 10	**May 15, 2018**

Table 1.1 To Purchase Agreement No. 03776
*** 737-*** Aircraft Delivery, Description, Price and ***

Airframe Model/MTOW:	737-***	**** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	***	**** pounds	**Airframe Price Base Year/*** Formula:**	***	***
			Engine Price Base Year/*		

Airframe Price:	$***	**Formula:**	*** ***
***** Features:**	$***		
Sub-Total of Airframe and Features:	$***	**Airframe *** Data:**	
Engine Price (Per Aircraft):	$***	**Base Year Index (ECI):**	***
Aircraft Basic Price (Excluding BFE/SPE):	$***	**Base Year Index (CPI):**	***
Buyer Furnished Equipment (BFE) Estimate:	$***		
Seller Purchased Equipment (SPE) Estimate:	$***		
Deposit per Aircraft:	$***		

# of Aircraft	Delivery Date	Number of Aircraft	*** Factor (Airframe)	Manufacturer Serial Number	Subject of Letter No. UAL-PA-03776-LA-1802280?	Actual or Nominal Delivery ****	*** Estimate *** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***	***	***	***	***	***	***	$***	$***	$***	$***	$***

Total in this Table: *** **Total Deferral Aircraft:**

* Nominal delivery *** pursuant to Letter Agreement number UAL-PA-03776-LA-1207643 entitled "Open Matters 737-*** Aircraft", including successors thereof.

Note: Serial Numbers are provided as guidance only and are subject to change.

***

BOEING / UNITED AIRLINES, INC. PROPRIETARY

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03776-LA-1207638R2

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: ***

Reference: Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 *** aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. This Letter Agreement supersedes and replaces in its entirety Letter Agreement UAL-PA-03776-LA-1207638 dated June 15, 2017.

Subject to the terms herein, Customer may ***:

***.

For this Letter Agreement, each such *** aircraft referred to in (i) and (ii) above shall be defined to be a *** **Aircraft**.

1. Customer's Written Notice.

Customer shall provide written notice of its intention ***,

(i) no later than the first day of the month that is ***, provided that a *** Customer, or;

(ii) no later than the first day of the month that is ***, if a *** delivered to Customer.

2. 737-*** Aircraft Customer ***.

2.1 Customer *** for the *** 737-*** Aircraft under this Letter Agreement and Supplemental Agreement No. 9 are limited to *** 737-*** Aircraft ***.

2.2 Notwithstanding Section 2.1 above, Boeing has advised Customer that if *** specified in Letter Agreement 6-1162-ILK-LA-171027 entitled "Flight Operations Enhancements" ***, then Customer will have the *** of such *** 737-*** aircraft *** 737 *** aircraft model ***.

3. ***

4. Definitive Agreement.

***.

BOEING / UNITED AIRLINES, INC. PROPRIETARY



5. ***

6. Assignment.

Except as provided in Letter Agreement No. UAL-PA-03776-LA-1208238, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or in part.

7. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-in-Fact

BOEING / UNITED AIRLINES, INC. PROPRIETARY

ACCEPTED AND AGREED TO this

Date: May 15, 2018

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance, Procurement and Treasurer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03776-LA-1207644R2

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: *** Aircraft – 737-***

Reference: Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 *** aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. This

used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. This Letter Agreement supersedes and replaces in its entirety Letter Agreement UAL-PA-03776-LA-1207644R1 dated December 27, 2016.

1. Right to Purchase *** Aircraft.

Subject to the terms and conditions contained in this Letter Agreement, in addition to the Aircraft described in Table 1, Table 1.1 and Table 1A to the Purchase Agreement as of the date of execution of this Letter Agreement, Customer will have the *** Model 737-*** aircraft as *** aircraft (***** Aircraft)**.

2. Delivery.

The number of aircraft and delivery months are listed in the Attachment A to this Letter Agreement. The scheduled delivery position of each *** Aircraft listed in Attachment A provides the delivery schedule in *** consisting of a nominal delivery *** (**Nominal Delivery ***) plus and minus ***. No later than *** prior to Nominal Delivery *** of Customer's first *** Aircraft in each calendar year, Boeing will provide written notice with a revised Attachment A of the scheduled delivery *** for each *** Aircraft with a Nominal Delivery *** in such calendar year.

3. Configuration.

3.1 Subject to the provisions of Article 3.2, below, the configuration for the *** Aircraft will be the Detail Specification for Boeing Model 737-*** aircraft at the revision level in effect at the time of Definitive Agreement (as defined below). Such Detail Specification will be revised to include (i) changes applicable to the Detail Specification that are developed by Boeing between the *** (as defined below) and the signing of the Definitive Agreement, (ii) changes required to obtain required regulatory certificates, and (iii) other changes as mutually agreed.

3.2 Subject to ***, the *** Aircraft ***, provided that it can achieve *** which would result pursuant to the provisions of Article ***.

4. Price.

4.1 The Airframe Price and *** Features Prices for each of the *** Aircraft is identified in Attachment A to this Letter Agreement. ***.

BOEING / UNITED AIRLINES, INC. PROPRIETARY



4.2 The Airframe Price, *** Features Prices, and Aircraft Basic Price for each of the *** Aircraft shall be adjusted in accordance with the terms set forth in Article 2.1.5 (***) of the AGTA.

4.3 The *** Price shall be developed in accordance with the terms of the Purchase Agreement and determined at the time of Definitive Agreement.

5. Payment.

5.1 ***.

5.2 Notwithstanding the amount shown in Attachment A, the *** Deposit will be *** for each *** Aircraft.

5.3 At Definitive Agreement for the *** Aircraft, *** will be payable as specified in the Purchase Agreement. The remainder of the Aircraft Price for the *** Aircraft will be paid ***.

6. Option Exercise.

6.1 Customer may *** by giving written notice to Boeing on or before the date *** prior to the earlier of the first day of either the Nominal Delivery *** or the delivery *** listed in Attachment A (***).

6.2 ***.

6.3 If at any given time, the aggregate number of *** Aircraft *** Aircraft, then Customer may request for Boeing to *** Aircraft in *** Aircraft under the Purchase Agreement on the basis of the terms of this Letter Agreement.

6.3.1 Boeing will accommodate Customer's request for *** Aircraft in accordance with the terms of Letter Agreement 6-1162-KKT-080, as amended; provided, however, that such Boeing accommodation is further conditioned upon Boeing having *** for *** Aircraft.

6.3.2 In response to any Customer request for *** Aircraft, Boeing will provide a written notice for Customer's consideration and written acceptance within *** of such Boeing notice. Delivery *** will be specified in Boeing's notice for confirmation by Customer through execution of a supplemental agreement incorporating *** Aircraft. Delivery positions of *** Aircraft will be subject to mutual agreement and will take into account ***

into account ***.

7. Definitive Agreement.

Following Customer's *** the parties will sign a definitive agreement for the purchase of such *** Aircraft (**Definitive Agreement**) within *** of such exercise. The Definitive Agreement will include the provisions of the Purchase Agreement as modified to reflect the provisions of this Letter Agreement. In the event the parties have not entered into a Definitive Agreement within *** following ***, either party may *** such *** Aircraft by giving written notice to the other within ***. If Customer and Boeing fail to enter into the Definitive Agreement, Boeing will *** for *** Aircraft and shall have no further obligation with respect to *** Aircraft.

BOEING / UNITED AIRLINES, INC. PROPRIETARY



8. Assignment.

Except as provided in Letter Agreement No. UAL-PA-03776-LA-1208238, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or in part.

9. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-in-Fact

BOEING / UNITED AIRLINES, INC. PROPRIETARY

ACCEPTED AND AGREED TO this

Date: May 15, 2018

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance, Procurement and Treasurer

Attachment A to Letter Agreement No. UAL-PA-03776-LA-1207644R2
737-*** Aircraft Delivery, Description, Price and ***

Airframe Model/MTOW:	737-***	*** pounds	
Engine Model/Thrust:	***	*** pounds	Subject to confirmation
Airframe Price:			$***
***** Features:**			$***
Sub-Total of Airframe and Features:			$***
Engine Price (Per Aircraft):			$***
Aircraft Basic Price (Excluding BFE/SPE):			$***

Detail Specification:	***	
Airframe Price Base Year/* Formula:**	***	***
Engine Price Base Year/* Formula:**	***	***
Airframe * Data:**		
Base Year Index (ECI):	***	
Base Year Index (CPI):	***	

Buyer Furnished Equipment (BFE) Estimate:	$***
Seller Purchased Equipment (SPE) Estimate:	$***
Deposit per Aircraft:	$***

# of *** Aircraft	Delivery Date	Number of Aircraft	*** Factor (Airframe)	*** *Exercise Expiry*	Actual or Nominal Delivery ****	*** Estimate *** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***	***	***	***	***	***	$***	$***	$***	$***	$***
	Total:	***								

* Nominal delivery *** are subject to revision pursuant to Letter Agreement number UAL-PA-03776-LA-1207644R2 and any successor thereof.

BOIENG / UNITED AIRLINES, INC. PROPRIETARY

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03776-LA-1207646R2

United **Airlines,** Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Promotional Support

Reference: Purchase Agreement No. 03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (as assignee of United Continental Holdings, Inc.) (**Customer**) relating to Model 737 *** aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. **This Letter Agreement supersedes and replaces in its entirety Letter Agreement UAL-PA-03776-LA-1207646R1 dated December 13, 2013.** All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Boeing and Customer wish to enter into an agreement pursuant to which each party will contribute equally to promotional programs in support of the entry into service of the Aircraft as more specifically provided below.

1. Definitions.

1.1 **Commitment Limit** shall have the meaning set forth in Article 2, below.

1.2 **Covered Aircraft** shall mean those Aircraft identified on Table 1, Table 1.1 and Table 1A to the Purchase Agreement as of the date of signing of this Letter Agreement.

1.3 **Performance Period** shall mean the period beginning *** after the scheduled delivery *** of the first Covered Aircraft. **Customer requested, and Boeing agreed to provide, *** of the Performance Period** ***.

1.4 **Promotional Support** shall mean mutually agreed *** promotion programs, advertising campaigns

or such other marketing and promotional activities as the parties may mutually agree.

1.5 **Qualifying Third Party Fees** shall mean fees paid by Customer to third party providers for Promotional Support provided to Customer during the Performance Period.

2. Commitment.

As more particularly set forth in this Letter Agreement, Boeing agrees to provide Promotional Support to Customer during the Performance Period in a value not to exceed *** for the first Covered Aircraft delivered to Customer and not to exceed *** per Covered Aircraft for each Covered Aircraft delivered to Customer thereafter. **For the avoidance of doubt,**



Customer may request payment of any or all of such Promotional Support prior to delivery of the first Covered Aircraft to Customer.

3. Methods of Performance.

3.1 Subject to the Commitment Limit, Boeing will reimburse *** of Customer's payments of Qualifying Third Party Fees provided that Customer provides Boeing copies of paid invoices for such Qualifying Third Party Fees no later than *** after the delivery of the first Covered Aircraft.

3.2 Notwithstanding the above, at Customer's request and subject to a mutually agreed project, Boeing will provide certain Promotional Support during the Performance Period directly to Customer. The full value of such Boeing provided Promotional Support will be accounted for as part of the Commitment Limit and will correspondingly reduce the amount of Qualifying Third Party Fees that are subject to reimbursement pursuant to Article 3.1 above. Additionally, without duplication the parties agree that the sum of *** (**One-Time Non-Matching Promo Support**) shall be available to Customer on a one-time non-matching basis. For the avoidance of doubt, the One-Time Non-Matching Promo Support shall be spent on promotional activity selected at Customer's discretion and shall be made available within *** of the effective date of this Letter Agreement.

3.3 In the event Customer does not (i) utilize the full amount of the Commitment Limit within the Performance Period or (ii) submit its paid invoices for Qualifying Third Party Fees within the required time, as set forth in Article 3.1, Boeing shall have no further obligation to Customer for such unused Commitment Limit or to *** Customer for such Qualifying Third Party Fees, respectively.

4. Project Approval.

Following the execution of this Letter Agreement, a Boeing Airline Marketing Services representative will meet with Customer's designated representative to review and approve the extent, selection, scheduling, and *** process for the Promotional Support to be provided pursuant to this Letter Agreement.

5. Assignment.

Except as provided in Letter Agreement No. UAL-PA-03776-LA-1208238 the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

6. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-in-Fact

BOEING / UNITED AIRLINES, INC. PROPRIETARY

ACCEPTED AND AGREED TO this

Date: May 15, 2018

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance,
Procurement and Treasurer

BOEING / UNITED AIRLINES, INC. PROPRIETARY

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03776-LA-1207650R4

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Special Matters – 737 *** Aircraft

References: 1) Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 *** aircraft (**Aircraft**); and

2) Letter Agreement UAL-PA-03776-1207638 entitled ***

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. This Letter Agreement supersedes and replaces in its entirety Letter Agreement UAL-PA-0 3776-LA-1207650R3 dated June 15, 2017.

1. ***.

1.1 ***. At the *** of each 737-*** Aircraft, Boeing *** to Customer *** in an *** the 737-*** Aircraft ***.

1.2 ***. At the *** of each 737-*** Aircraft, Boeing *** to Customer a credit memorandum in an ***. Boeing represents that *** of this 737-*** is consistent with the terms of Letter Agreement 6-1162-KKT-080, as amended.

1.3 ***. Pursuant to the ***, Customer may *** of ***. At the time of ***, Boeing *** to Customer ***.

1.3.1 ***. At the time *** of each ***, Boeing *** to Customer ***. Boeing represents that the inclusion of this *** is consistent with the terms of Letter Agreement 6-1162-KKT-080, as amended.

1.4 ***. Pursuant to the ***, Customer may *** of ***. At the time of ***, Boeing *** Customer ***.

1.4.1 ***. At the time *** of each ***, Boeing *** to Customer ***. Boeing represents that the inclusion of this *** is consistent with the terms of Letter Agreement 6-1162-KKT-080, as amended.

1.5 *** Aircraft *** and ***.

The parties agree to the following *** which will *** Boeing Model 737-*** aircraft specified in Table 1 and Table 1.1 and *** Boeing Model 737-*** aircraft specified in Table 1A, at



the effective date of this Letter Agreement and as may be ***. The *** aircraft comprise the *** **Aircraft**.

1.5.1 At the time of *** of each applicable *** Aircraft, Boeing *** to Customer a *** Aircraft that is a model 737-*** aircraft; and *** to be used solely for the *** of Boeing *** and *** and shall not be applied to *** or ***.

1.5.2 Boeing and Customer will work together to periodically assess and agree to determine whether and how *** established in Attachment 1 is *** provided in Attachment 2 to this Letter Agreement. Such assessment will incorporate the methodology and assumptions incorporated in development of Attachment 1 to this Letter Agreement including *** to the effective date of Supplemental Agreement No. 7 to the 787 Purchase Agreement No. 3860 and *** in Attachment 1 to this Letter Agreement.

1.6 737-***.

At the time *** of each 737-*** Aircraft, Boeing *** to Customer *** in an *** (**737-*** ***).

1.7 *** 737 ***.

Should Customer *** of a 737-*** Aircraft or a 737-*** Aircraft from ***, Boeing *** to Customer *** 737-*** and 737-*** Aircraft *** specified below:

Aircraft Availability	***** Amount of *** 737 *****
737-*** Aircraft	$***
737-*** Aircraft	$***

2.***.

Unless otherwise noted, the *** stated in Paragraphs 1.1 through 1.7 (***) are in (a) *** year dollars for the 737-*** Aircraft, the 737-*** Aircraft, the 737-*** Aircraft and (b) *** year dollars for 737-*** Aircraft. The *** will be *** to the scheduled month of the respective Aircraft *** pursuant to the *** formula set forth in the Purchase Agreement applicable to the Aircraft. The *** may, at the election of Customer, be *** Boeing *** and *** (but shall ***).

3. Reserved.

4. 737 Supplier Management.

It is Boeing's 737 *** design intent to maintain as much commonality with the 737NG while also achieving the 737 *** performance requirements (including, but not limited to, fuel bum, range, payload, etc.) that the market demands. If a *** leads to a Supplier Product to be available *** for the 737 *** where *** on the 737NG, or if an existing 737NG ***, then Boeing will ensure that *** 737 *** operators ***. These *** agreements, known as ***, will include (but not be limited to) enforceable provisions related to *** Boeing will utilize *** efforts to ensure that the terms of such *** agreements are ***

5. Supplier Diversity.

Customer and Boeing agree to work towards a mutually agreeable solution for meeting diversity requirements in the supply base. Notwithstanding the foregoing sentence, Boeing agrees to (i) identify parts and equipment where Customer makes the procurement decision for potential opportunities; (ii) submit indirect reports until other options are vetted and approved; and (iii) continue to engage with Customer with regard to supplier diversity to ensure Boeing supports Customer's requirements.

6. Delivery ***.

Customer and Boeing agree that both Customer and Boeing will have certain Aircraft ***. Such *** are provided to Customer and Boeing pursuant to Letter Agreement No. UAL-PA-03776-LA-1208869.

7. Assignment.

Unless otherwise noted herein, the *** described in this Letter Agreement are provided *** to Customer and in consideration of ***. Except as provided in Letter Agreement No. UAL-PA-03776-LA-1208238, this Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing. ***.

BOEING / UNITED AIRLINES, INC. PROPRIETARY

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8. Confidentiality

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-in-Fact



ACCEPTED AND AGREED TO this

Date: May 15, 2018

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance,
Procurement and Treasurer

Attachment 1 to Letter Agreement UAL-PA-03776-LA-1207650R4: ***

***

Current scenario:

Year	787-***	787-***	777-300***	737 *** and ***	***+	Total Cashflow
***	***	***				***
***	***	***				***
***	***	***				***
***	***	***				***
***	***	***				***
***	***	***				***
***	***	***				***
***	***	***				***
Total	***	***	***	***	***	***
PV (***%)	***	***	***	***	***	***

Discount Rate	***%
***	$***

Alternative scenario:

Col. 1 Col. 2 Col. 3 Col. 4 Col. 5 Col. 6 Col. 7

Year	787-***	787-***	777-300***	*** 737-*** and ***	***	Total Cashflow
***	***	***	***	***	***	***
***	***	***	***	***	***	***
***	***	***	***	***	***	***
***	***	***	***	***	***	***
***	***	***	***	***	***	***
***	***	***	***	***	***	***
***	***	***	***	***	***	***
***	***	***	***	***	***	***
Total	***	***	***	***	***	***
PV (***%)	***	***	***	***	***	***
			*** of Boeing ***:			***

Discount Rate	***%
***	$***

+

- Note: Payment dates for the "Fixed *** and ***" amounts and other related payments to Customer will be subject to adjustment as mutually agreed by the parties to reflect *** incorporated by the Supplemental Agreements executed on March 7 and this Supplemental Agreement 7. *** subsequent to March 7 should be reviewed for *** to be issued in columns (5) and (6).

***

Current scenario: Using *** Forecast

Year	787-***	787-***	777-300***	737 *** and ***	Fixed *** and ***	Total Cashflow
***	***	***				***
***	***	***				***
***	***	***				***
***	***	***				***
***	***	***				***
***	***	***				***
***	***	***				***
***	***	***				***
Total	***	***	***	***	***	***
PV (***%)	***	***	***	***	***	***

Discount Rate	***%
***	$***

Alternative scenario: *** & Using *** Forecast

Year	787-***	787-***	777-300***	*** 737_*** Aircraft	*** 737_*** Aircraft	Total Cashflow
***	***	***	***	***	***	***
***	***	***	***	***	***	***
***	***	***	***	***	***	***
***	***	***	***	***	***	***
***	***	***	***	***	***	***
***	***	***	***	***	***	***
***	***	***	***	***	***	***
***	***	***	***	***	***	***
***	***	***	***	***	***	***
***	***	***	***	***	***	***
***	***	***	***	***	***	***
Total	***	***	***	***	***	***
PV (***%)	***	***	***	***	***	***

Discount Rate	***%
***	$***

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03776-LA-1208122R1

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: ***

Reference: Purchase Agreement No. 03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Definition of Terms:

***

1. ***.

2. Interest.

In *** to the *** in paragraph 1, for *** commencing *** after the *** interest calculated as follows **(Interest).**

The product of the daily interest rate (computed by dividing the interest rate in effect for each day by three hundred sixty-five (365) day, or three hundred sixty-six (366) days, as the case may be) times the *** received by Boeing for such Aircraft. The interest rate in effect for each day shall be computed using the *** rate as published in the Wall Street Journal, US edition, effective the first business day of the *** and reset ***. For all purposes of this Letter Agreement, ***, then Boeing and Customer shall enter into an amendment to this Agreement to incorporate a *** interest rate that gives due consideration to the then prevailing market convention for determining a rate of interest for loans in the United States at such time.

Such interest will be calculated on a simple interest basis and paid in full at the same time as the ***.

3. ***.



3.1 Boeing agrees to provide an *** the ***. The intent of providing such *** is to *** the ***, as provided for in the Purchase Agreement, on the *** from the *** to the *** of *** to *** under the Purchase Agreement.

3.2 The *** will be determined by subtracting the *** and *** at the *** for *** as provided in the Purchase Agreement, if applicable) *** and *** at the *** as provided in the Purchase Agreement, if applicable).

4. ***.

Customer will not have the right to *** to *** of any *** because of a *** and *** the *** for such ***. Within *** of receipt of *** that *** of an *** will be *** the *** as to such *** by *** to ***. Subject to Articles 4.1, 4.2, and 4.3 of this Letter Agreement, if *** the *** the *** will *** for that ***.

4.1 In the event that Customer *** the *** pursuant to Article 4 of this Letter Agreement, and the ***, then *** the *** as to such *** to *** must be provided *** of *** from *** that the *** for such Aircraft will be *** the ***. If *** the ***, then the *** for that ***.

4.2 For each additional *** the *** may *** the *** as to such *** by *** to ***. *** to Boeing must be provided *** of receipt of *** from *** that the *** for such *** will be an *** the *** the *** of ***, then the *** for that ***.

4.3 In the event that the *** of a ***, and the ***, then ***.

5. ***.

If the Purchase Agreement is *** with respect to any *** for a *** will, in *** and Interest as described above, *** to Customer the *** of the *** received by *** for such ***.

6. ***.

The *** in this Letter Agreement are *** for a *** and are *** all *** of Customer *** or otherwise for *** in the *** delivery. Customer *** or otherwise for any such ***.

7. Assignment.

Except as provided in Letter Agreement No. UAL-PA-03776-LA-1208238, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.



8. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: May 15, 2018

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance, Procurement and Treasurer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03776-LA-1208596R1

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: AGTA Matters

References: 1) Purchase Agreement No. 03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 *** aircraft (**Aircraft**); and

2) Aircraft General Terms Agreement dated as of July 12, 2012 between the parties, identified as UCH-AGTA (**AGTA**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. This Letter Agreement replaces in its entirety Letter Agreement UAL-PA-03776-1208596 dated July 12, 2012.

1. AGTA Basic Articles.

1.1 Article 2.1.1, "Airframe Price," of the basic articles of the AGTA is revised to read as follows:

Airframe Price is defined as the price of the airframe for a specific model of aircraft described in a purchase agreement. (For Models
737-600, 737-700, 737-800, 737-900, 737-7, 737-8, 737-9, 737-10, 747-8,
777-200LR, and 777-300ER, ***.)

1.2 Article 2.1.3, "Engine Price" of the basic articles of the AGTA is revised to read as follows:

Engine Price is defined as the price set by the engine manufacturer for a specific engine to be installed on the model of aircraft described in a purchase agreement (*** to Models 737-600, 737-700, 737-
800, 737-900, 737-7, 737-8, 737-9, 737-10, 747-8, 777-200LR and 777-
300ER).

BOEING PROPRIETARY

BOEING

1.3 Article 2.1.5, "*** Adjustment" of the basic articles of the AGTA is revised to read as follows:

*** **Adjustment** is defined as the price adjustment to the
Airframe Price (*** for Models 737-600, 737-700 737-800, 737-900, 737-
7, 737-8, 737-9, 737-10, 747-8, 777-200LR and 777-300ER) and the *** Features Prices resulting from the calculation using the economic price formula contained in the *** to the ***. The price adjustment to the Engine Price for all other models of aircraft will be calculated using the
*** in the ***.

1.4 Article 11 of the AGTA i entitled "Notices" is revised to read as follows: Article 11. Notices

1.1 Article 11 of the AGTA entitled "Notices" is revised to read as follows: Article 11. Notices.

All notices required by this AGTA or by any applicable purchase agreement will be written in English, will be effective on the date of receipt, and will be delivered or transmitted by any customary means to the appropriate address or number listed below:

UNITED	BOEING
By mail: United Airlines, Inc. 233 South Wacker Drive Chicago, Illinois 60606 By Courier: United Airlines, Inc. 233 South Wacker Drive - HDQPP Chicago, Illinois 60606 Attn: Vice President of Procurement_____	By mail: The Boeing Company P.O. Box 3707 Mail Code: 21-43 Seattle, WA 98124 By Courier: Boeing Commercial Airplanes 1901 Oakesdale Avenue SW Renton, Washington 98057 Attn: Vice President - Contracts Mail Code 21-24

2. Appendices to the AGTA.

2.1 Appendix I, entitled "SAMPLE Insurance Certificate" the Combined Single Limit Bodily Injury and Property Damage: U.S. Dollars ($) any one occurrence each Aircraft (with aggregates as applicable) is added for the 737-7, 737-8, 737-9 and 737-10 in the amount of ***.



3. Exhibit C to the AGTA, "Product Assurance Document".

3.1 Part 2, Article 3.1, subsection (i), of Exhibit C of the AGTA is revised to read as follows:

for Boeing aircraft models 777F, 777-200, 777-300ER, 737-600, 737-700, 737-800, 737-900, 737-7, 737-8, 737-9, 737-10, 787 or new aircraft models designed and manufactured with similar, new technology and for the model 747-8, the warranty period ends *** months after Delivery.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-In-Fact



ACCEPTED AND AGREED TO this

Date: May 15, 2018

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance,
Procurement and Treasurer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03776-LA-1703858R1

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: *** Program for the 737-*** Aircraft

Reference: Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Continental Holdings, Inc. (**Customer**) relating to Model 737 *** aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. For the purposes of this Letter Agreement, the term 737-*** Aircraft shall also include any 737-*** aircraft added to the Purchase Agreement subsequent to the date of this SA-9. This Letter Agreement supersedes and replaces in its entirety Letter Agreement UAL-PA-03776-LA-1703858 dated June 15, 2017.

1. Definitions.

737-* Notice** means the written communication provided by Boeing to Customer in accordance with the requirements of Article 4.1, below.

737-* Program Aircraft** means each 737-*** Aircraft specified in Table 1A of the Purchase Agreement as of the date of this Letter Agreement.

2. Applicability.

Notwithstanding any other provision of the Purchase Agreement to the contrary, the parties agree that the *** for the Airframe Price and *** Features Prices for each 737-*** Program Aircraft shall be determined in accordance with ***.

3. *** Forecast.

Boeing will release an *** forecast in *** of each year based on Boeing's then current standard ***. Only one *** forecast shall be used to conduct the *** analysis performed in accordance with Article 4.1, below, for a given 737-*** Program Aircraft. The *** forecast applicable to a given 737-*** Program Aircraft is set forth in Attachment A.

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4. ***.

4.1 If the *** forecast, as set forth in Article 3, above, ***, as set forth in Attachment B, *** any 737-*** Program Aircraft that is *** such *** forecast, as set forth in Attachment A, then Boeing shall issue a 737-*** Notice to the Customer by the date set forth in Attachment A. Such 737-*** Notice shall, ***, either:

4.1.1 *** for such affected 737-*** Program Aircraft *** as set forth in Attachment B; or

4.1.2 provide Customer with the *** as set forth in Attachment B and the actual *** factor determined in accordance with ***; or

4.1.3 provide Customer with *** as set forth in Attachment B, with Boeing and Customer *** as set forth in Attachment B ***.

4.1.4 In the event that Boeing *** the 737-*** Notice as detailed in Article

4.1.2 or Article 4.1.3 and Customer ***, then Customer *** the Purchase Agreement with respect to such affected 737-*** Program Aircraft.

4.2 If Boeing provides Customer the *** described in Article 4.1.2 or Article 4.1.3 above, then Customer shall notify Boeing *** contained in Articles 4.1.2, 4.1.3, or 4.1.4 above within *** of its receipt of the 737-*** Notice from Boeing. In the event Customer *** in accordance with Article 4.1.4 above, then Boeing *** to Customer, *** for the *** 737-*** Program Aircraft.

4.2.1 Within *** of Boeing's receipt of *** notice for any such *** 737-*** Program Aircraft under Article 4.2 above, Boeing *** written notice to Customer *** related to such *** 737-*** Program Aircraft ***, by Customer.

4.2.2 Should Customer *** any notice to Boeing in accordance with Article 4.2 above, then the *** for such 737-*** Program Aircraft shall be *** in accordance with Article 4.1.2.

4.3 In the event that the *** of a 737-*** Program Aircraft that is subject to either Article 4.1.1, Article 4.1.2 or Article 4.1.3 above, *** applicable to such 737-*** Program Aircraft will be determined pursuant to Article 5 below.

5. ***.

5.1 If the *** forecast, as set forth in Article 3, *** any 737-*** Program Aircraft *** as set forth in Attachment B and *** as set forth in Attachment B, *** for such 737-*** Program Aircraft *** as set forth in Attachment B *** as set forth in Attachment B ***.

5.2 In the event the *** at *** of a 737-*** Program Aircraft subject to Article 5.1 above, *** applicable to such 737-*** Program Aircraft will be determined pursuant to Article 6 below.

6. ***.

If the *** forecast, as set forth in Article 3, above, ***, as set forth in Attachment B, *** any 737-*** Program Aircraft *** such *** forecast, as set forth in Attachment A, then such *** applicable to such 737-*** Program Aircraft ***:

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6.1 If the *** of a 737-*** Program Aircraft, *** as set forth in Attachment B for such 737-*** Program Aircraft, then the *** for such 737-*** Program Aircraft.

6.2 *** of a 737-*** Program Aircraft, *** as set forth in Attachment B for such 737-*** Program Aircraft, then the *** for such 737-*** Program Aircraft *** as set forth in Attachment B.

7. Applicability to ***.

The ***, identified in the Purchase Agreement as subject to *** pursuant to Supplemental Exhibit AE2, and which pertains to the 737-*** Program Aircraft shall be *** established in this Letter Agreement for such 737-*** Program Aircraft *** provisions of the Purchase Agreement ***.

8. Assignment.

Except as provided in Letter Agreement No. UAL-PA-03776-LA-1208238, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

9. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-In-Fact



ACCEPTED AND AGREED TO this

Date: May 15, 2018

UNITED AIRLINES, INC.

By /s/ Gerald Laderman

Its Senior Vice President Finance, Procurement and Treasurer

ATTACHMENT A
***** Forecast & 737-*** Notice Date**

*** Forecast	Applicable to 737-*** Program Aircraft Delivering in Time Period	737-*** Notice Date
***	***	***

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ATTACHMENT B
***** Factors - *** Base Year**

***	***	***	***
***	***	***	***

BOEING / UNITED AIRLINES, INC. PROPRIETARY

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03776-LA-1801367

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Loading of Customer Software

Reference: Purchase Agreement No. 03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 *** aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used and not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. Introduction.

1.1 At Customer's request, Boeing will to perform a courtesy load of Customer-unique aircraft operational software and associated data owned by or licensed to Customer (**Customer Software**) on the Aircraft. The terms and conditions of this Letter Agreement will apply if Customer has accepted Boeing's offer to perform a courtesy load of Customer Software on the Aircraft.

1.2 Customer Software is not part of the Aircraft type design therefore the Aircraft *** for delivery with such Customer Software installed on the Aircraft. For the Aircraft systems included in the Aircraft type design, Boeing will install its baseline production software to certify the Aircraft for *** to Customer.

2. Customer Software Loading.

2.1 At Customer's request, Boeing will temporarily load Customer Software on the Aircraft prior to Aircraft certification to support standard Customer inspection activities for the Aircraft. Following the Customer inspection activities, Boeing will remove the Customer Software.

2.2 At Customer's request, Boeing will load Customer Software on the Aircraft promptly following *** to Customer.



3. Additional Terms and Conditions.

3.1 Customer must provide the Customer Software to Boeing in support of Boeing's schedule requirements. If any Customer Software load is ***, Boeing *** such Customer Software and Boeing will load Boeing baseline production software, if applicable, on the Aircraft.

3.2 Customer is responsible for all testing, verification, quality assurance, and operational approval of Customer Software.

3.3 Customer Software is BFE for the purposes of Articles 3.1.3, 3.2, 3.4, 3.5, 9, 10, and 11 of Exhibit A "Buyer Furnished Equipment Provisions Document" of the AGTA and such Articles apply to the loading of Customer Software.

3.4 The loading of Customer Software is a service under Exhibit B "Customer Support Document" of the AGTA.

3.5 Boeing makes no *** for the Customer Software loading services and Article 11 of Part 2 of Exhibit C "Disclaimer and Release; Exclusion of Liabilities" of the AGTA and Article 8.2 "Insurance" of the AGTA apply to the loading of Customer Software.

4. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776- LA-1208234.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 15, 2018

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance, Procurement
and Treasurer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03776-LA-1801619

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Installation of Cabin Systems Equipment

Subject: Installation of Cabin Systems Equipment

Reference: Purchase Agreement No. 03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 *** aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Customer has requested that Boeing install in the Aircraft the In-Flight Entertainment and communications systems (collectively referred to as **Cabin Systems Equipment** or **CSE**) described in (i) Attachment A1 to this Letter Agreement for the 737-*** Aircraft and (ii) Attachment A2 to this Letter Agreement for the 737-*** Aircraft (Attachments A1 and A2 collectively referred to herein as **Attachment A**). CSE is BFE that Boeing purchases for Customer and that is identified in the Detail Specification for the applicable Aircraft.

1. Customer Responsibilities.

1.1 For 737-*** Aircraft, Customer has already selected CSE suppliers (**Supplier(s)**) system configuration and Options identified in Attachment A1 to this Letter. For the 737-*** Aircraft, Customer will select Suppliers and system configuration from among those identified in the Option(s) listed in Attachment A2 to this Letter Agreement (Attachment A1 and Attachment A2 referred to collectively as **Attachment A**), ***; or as otherwise available in the then current Standard Selections Catalog and formally offered by Boeing.

1.2 Customer will enter into initial agreements with their selected Suppliers, or otherwise cause the selected Suppliers, to actively participate with Customer and Boeing in meetings, including but not limited to the Initial Technical Coordination Meeting **(ITCM)**, to ensure that Supplier's functional system specifications meet Customer's and Boeing's respective requirements. Such functional system specifications define functionality to which Boeing will test prior to delivery but are not a guarantee of functionality at delivery.

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1.3 Customer will enter into final agreements with the selected Suppliers that will:

1.3.1 include the actual statement of work as defined at the ITCM. Final agreements will also include price, warranty, training, product support following Aircraft delivery (including spares support), and any other special business arrangements required by Customer;

1.3.2 require Supplier to assist the seat suppliers in the preparation of seat assembly functional test plans and procedures and coordinate integration testing; and

1.3.3 require Supplier to comply with Boeing's type design and type certification data development and protection requirements where the Supplier has type design/certification responsibility. The requirements will require Suppliers to (i) maintain type design/certificate data for *** such type certificate for all type design and (ii) entitle Boeing to access, review, and receive such type design/certification data. These requirements will be provided to Customer upon request.

2. Boeing Responsibilities.

2.1 Boeing will:

2.1.1 perform the Project Manager functions stated in Attachment B;

2.1.2 provide Aircraft interface requirements to Suppliers;

2.1.3 assist Suppliers in the development of CSE system specifications and approve such specifications;

2.1.4 release purchase orders, including on-dock dates to Supplier on behalf of Customer, and manage such purchase orders;

2.1.5 coordinate the resolution of technical issues with Suppliers;

2.1.6 ensure that at the time of Aircraft delivery the CSE configuration meets the requirements of the Option(s) contained in Attachment A to this Letter Agreement as such Attachment A may be amended from time to time; and

2.1.7 obtain FAA certification of the Aircraft with the conforming CSE installed therein.



3. Software.

CSE systems may contain software of the following two types:

3.1 Certification Software. The software required to functionally test, operate and certify the CSE systems on the Aircraft is the Certification Software and is part of the CSE.

3.2 Customer's Software. The software which is defined by the Customer to support specified features and appearance is Customer's Software and is not part of the CSE.

3.2.1 Customer is solely responsible for specifying Customer's Software functional and performance requirements and ensuring that Customer's Software meets such requirements. Customer and Customer's Software supplier will have total responsibility for the writing, certification, modification, revision, or correction of any of Customer's Software. Boeing will not perform the functions and obligations described in paragraph 1.2 above, or the Project Manager's functions described in Attachment B, for Customer's Software.

3.2.2 The omission of any Customer's Software or the lack of any functionality of Customer's Software will not be a valid condition for Customer's rejection of the Aircraft at the time of Aircraft delivery unless such omission or lack of functionality is due to a breach by Boeing of its obligations under this Purchase Agreement.

3.2.3 Boeing has no obligation to approve any documentation to support Customer's Software certification. Boeing will only review and operate Customer's Software if in Boeing's reasonable opinion such review and operation is necessary to certify the CSE on the Aircraft.

3.2.4 Boeing will not be responsible for obtaining FAA certification for Customer's Software.

4. Changes.

Any changes to CSE may only be made by and between Boeing and the Supplier. Customer requested changes to the CSE specification after execution of this Letter Agreement will be made in writing directly to Boeing for approval and for coordination by Boeing with the Supplier. Any such change to the configuration of the Aircraft will be subject to *** through Boeing's master change or other process for amendment of the Purchase Agreement. Any Supplier price increase or decrease resulting from such change will be negotiated between Customer and Supplier.

4.1 Boeing and Customer recognize that the developmental nature of the CSE may require changes to the CSE or the Aircraft in order to ensure (i) compatibility of the CSE with the Aircraft and all other Aircraft systems, and (ii) FAA certification of the Aircraft with the CSE installed therein. In such event Boeing will notify Customer and recommend to Customer

the most practical means for incorporating any such change. If *** after such notification Customer and Boeing cannot mutually agree on the incorporation of any such change or alternate course of action, the remedies available to Boeing in Paragraph 6 will apply.

5. Supplier Defaults.

Boeing will notify Customer in a timely manner in the event of a default by a Supplier under the Supplier's purchase order with Boeing. *** of Customer's receipt of such notification, Boeing and Customer will agree on an alternate Supplier or other course of action. If Boeing and Customer are unable to agree on an alternate Supplier or course of action within such time, the remedies available to Boeing in paragraph 6 will apply.

6. Exhibits B and C to the AGTA.

CSE is deemed to be BFE for the purposes of Exhibit B, Customer Support Document, and Exhibit C, the Product Assurance Document, of the AGTA.

7. Boeing's Remedies.

If Customer does not perform its obligations as provided in this Letter Agreement or if a Supplier fails (for any reason other than a default by Boeing under the purchase order terms or this Letter Agreement) to deliver conforming CSE per the schedule set forth in the purchase order, then, in addition to any other remedies which Boeing may have by contract or under law, Boeing may:

7.1 revise the scheduled delivery month of the Aircraft to accommodate the delay in delivery of the conforming CSE and base the calculation of the *** Adjustment on such revised delivery month;

7.2 deliver the Aircraft without part or all of the CSE installed, or with part or all of the CSE inoperative; and/or

7.3 increase the Aircraft Price by the amount of Boeing's additional costs attributable to such noncompliance, including but not limited to, *** associated with *** by Boeing, any *** due to a Supplier's failure to perform in accordance with CSE program milestones as established by Boeing and agreed to by the Supplier and particularly with respect to *** of such CSE.

8. Price and Payment.

8.1 ***. An estimated price for the CSE purchased by Boeing will be included in the Aircraft *** to establish the *** for each Aircraft. The estimated price for the Boeing purchased CSE installed on each Aircraft is identified in Table 1 of the Purchase Agreement.

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8.2 Aircraft Price. The Aircraft Price will include the actual CSE prices and any associated costs, including but not limited to transportation and import or export fees, charged to Boeing by Suppliers.

9. Customer's Indemnification of Boeing.

THE PROVISIONS OF AGTA, EXHIBIT A, BUYER FURNISHED EQUIPMENT PROVISIONS DOCUMENT, "INDEMNIFICATION OF BOEING" WILL APPLY TO CSE.

10. Title and Risk of Loss.

Title to CSE will remain with Boeing from the time that Boeing receives title to the CSE until the Aircraft title is transferred to Customer. Risk of loss will remain with the entity that is in possession of the CSE prior to Aircraft delivery.

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

Very truly yours,

THE BOEING COMPANY

By /s/ Irma L. Krueger

Its Attorney-In-Fact



ACCEPTED AND AGREED TO this

Date: May 15, 2018

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance,
Procurement and Treasurer

ATTACHMENT A1

BOEING MODEL 737-* AIRCRAFT CABIN SYSTEMS EQUIPMENT**

The following optional features (**Options**), under the terms and conditions of this Letter Agreement, are considered to be CSE. Each of the Options below is fully described in the Detail Specification as described in Exhibit A to the Purchase Agreement.

Option Number and Title

*** ***

*** ***

*** ***

*** ***

*** ***

..

ATTACHMENT A2

BOEING MODEL 737-* AIRCRAFT CABIN SYSTEMS EQUIPMENT**

The following listing describes items of equipment that under the terms and conditions of this Letter Agreement are considered to be CSE (each such element referred to herein as an **Option** or **Options** as the context requires) with each such Option being more fully described in its corresponding Option Data Page. Final configuration will be based on Customer acceptance of any or all Options listed below.

.

Option Number and Title

Option Number	**Option Title**
***	***
***	***
***	***
***	***
***	***

..

ATTACHMENT B

PROJECT MANAGER

11. Project Management.

Boeing will perform the following functions for the CSE. Boeing will have authority to make day-to-day management decisions, and decisions on technical details which in Boeing's reasonable opinion do not significantly affect form, fit, function, cost, or aesthetics. Boeing will be responsible for:

(i) managing the development of all program schedules;

(ii) evaluating Supplier's program management and developmental plans to meet Boeing's production schedule;

(iii) defining program metrics and status requirements;

(iv) scheduling and conducting program design and schedule reviews with Customer and Suppliers, as needed;

(v) monitoring compliance with schedules;

(vi) evaluating and approving any recovery plans or plan revisions which may be required of either Suppliers or Customer;

(vii) managing the joint development of the CSE system specification; and

(viii) leading the development of a joint CSE project management plan (**Project Plan**).



12. System Integration.

Boeing's performance as Project Manager will include the functions of systems integrator (**Systems Integrator**). As Systems Integrator Boeing will perform the following functions:

(i) as required, assist Suppliers in defining their system specifications for the CSE, approve such specifications and develop an overall system functional specification;

(ii) Coordinate Boeing, Customer and Supplier teams to ensure the Project Plan includes sufficient Supplier testing, Supplier sub-system testing, and an overall CSE system acceptance test; and

(iii) organize and conduct technical coordination meetings with Customer and Supplier(s) to review responsibilities, functionality, Aircraft installation requirements and overall program schedule, direction and progress.

13. Seat Integration.

(i) Boeing will coordinate the interface requirements between seat suppliers and Suppliers. Interface requirements are defined in Boeing Document No's. D6-36230, "Passenger Seat Design and Installation"; D6-36238, "Passenger Seat Structural Design and Interface Criteria"; D222W232, "Seat Wiring and Control Requirements"; and D222W013-4, "Seat Assembly Functional Test Plan", as amended and superseded from time to time.

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

Supplemental Agreement No. 11
to
Purchase Agreement No. 03776
between
The Boeing Company
and
United Airlines, Inc.
Relating to Boeing Model 737 *** Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of September 25, 2018, by and between THE BOEING COMPANY (Boeing) and UNITED AIRLINES, INC. (Customer) (SA-11);

WHEREAS, the parties hereto entered into Purchase Agreement No. 3776 dated July 12, 2012, as amended and supplemented (Purchase Agreement), relating to the purchase and sale of Boeing model 737 *** aircraft (Aircraft). This Supplemental Agreement is an amendment to the Purchase Agreement;

WHEREAS, the parties wish to *** from the Purchase Agreement; *** scheduled for delivery in ***, inclusive, from the Purchase Agreement; and *** in the event of *** for 737-*** Aircraft into the Purchase Agreement;

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

1. Table of Contents.

The "Table of Contents" is deleted in its entirety and replaced with the attached "Table of Contents" (identified by "SA-11").

2. Tables.

Table 1 A entitled "737-*** Aircraft Delivery, Description, Price and ***" is deleted in its entirety and replaced with the attached similarly titled "Table 1A" (identified by "SA-11") to *** 737-*** Aircraft scheduled for delivery in ***, inclusive.

3. Letter Agreements.

3.1. Letter Agreement UAL-PA-03776-LA-1207644R1 entitled "*** Aircraft - 737-***" is *** as a result of *** from the Purchase Agreement.

3.2. Letter Agreement No. UAL-PA-03776-LA-1807469 entitled "*** From ***" (identified by "SA-11") is added to the Purchase Agreement to incorporate the *** in the event of *** from the *** for 737-*** Aircraft.

4. Miscellaneous.

Boeing and Customer agree to the *** to Customer's *** for ***; and ***.

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

The rest of this page is left intentionally blank.

Supplemental Agreement No. 11 to
Purchase Agreement No. 03776

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

THE BOEING COMPANY	**UNITED AIRLINES, INC.**
/s/ Irma L. Krueger	/s/ Gerald Laderman
Signature	Signature
Irma L. Krueger	Gerald Laderman
Printed Name	Printed Name
Attorney-in-Fact	Executive Vice President and Chief Financial Officer
Title	Title

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SUPPLEMENTAL AGREEMENTS	DATED AS OF
Supplemental Agreement No. 1	June 17, 2013
Supplemental Agreement No. 2	January 14, 2015
Supplemental Agreement No. 3	May 26, 2015
Supplemental Agreement No. 4	June 12, 2015
Supplemental Agreement No. 5	January 20, 2016
Supplemental Agreement No. 6	February 8, 2016
Supplemental Agreement No. 7	December 27, 2016
Supplemental Agreement No. 8	June 7, 2017
Supplemental Agreement No. 9	June 15, 2017
Supplemental Agreement No. 10	May 15, 2018

Table 1A To Purchase Agreement No. 03776
737-*** Aircraft Delivery, Description, Price and ***

Airframe Model/MTOW:	737-***	**** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	***	**** pounds	**Airframe Price Base Year/*** Formula:**	***	***
			Engine Price Base Year/* Formula:**	***	***
Airframe Price:		$***			
***** Features:**		$***			
Sub-Total of Airframe and Features:		$***	**Airframe *** Data:**		
Engine Price (Per Aircraft):		$***	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		$***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:		$***			
Seller Purchased Equipment (SPE) Estimate:		$***			
Deposit per Aircraft:		$***			

		Number	***		**Actual**	***** Estimate**	***** Per Aircraft (Amts. Due/*** Prior to Delivery):**		

# of Aircraft	Delivery Date	of Aircraft	Factor (Airframe)	Manufacturer Serial Number	Nominal Delivery ****	*** Base Price Per A/P	***	***	***	***
***	***	***	***	***	***	$***	$***	$***	$***	$***
	Total:	***								

* Nominal delivery *** pursuant to Letter Agreement number UAL-PA-03776-LA-1207643 entitled **"Open Matters 737-*** Aircraft"**, including successors thereof.

Note: Serial Numbers are provided as guidance only and are subject to change.

***

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03776-LA-1807469

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: *** from *** for 737-*** Aircraft
References:

1) Purchase Agreement No. PA-03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 *** aircraft (**Aircraft**); and

2) Letter Agreement UAL-PA-03776-LA-1801473 entitled "737-*** Aircraft (**737-*** Aircraft**) ***" (***)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Background.

Section 2.5.5 of the Attachment to the *** provides a ***. Article 5.4 of the AGTA and the *** provide a procedure for demonstration of *** with the *** prior to Aircraft delivery. Such method will be used to demonstrate *** with the ***. The parties agree that the *** contained in this Letter Agreement apply if the *** report furnished to Customer for any 737-*** Aircraft pursuant to Article 5.4 of the AGTA shows *** than ***.

1. Rights and Obligations in the Event of a ***.

1.1 Aircraft Delivery. In the event of a *** for any 737-*** Aircraft, at the time Boeing tenders that 737-*** Aircraft for delivery, *** set forth in paragraph 1.2 or paragraph 2, herein, as applicable. Customer *** delivery of such 737-*** Aircraft ***.

1.2 Post Delivery *** or *** the ***. In the event of a *** for any 737-*** Aircraft, the following terms and conditions will apply:

1.2.1 For the period of *** delivery of an applicable 737-*** Aircraft, ***, or cause to be *** by *** parts and/or *** parts (***) which, *** in such 737-*** Aircraft, would ***.

1.2.2 If ***, or to cause to be *** such 737-*** Aircraft, then Customer and Boeing will *** upon the details of *** program. *** will be provided *** to ***.

1.2.3 If Customer elects to *** in such 737-*** Aircraft, *** within *** days after the delivery *** if *** can be *** during 737-***. *** which cannot be *** during 737-*** will be *** within a mutually agreed period of time. *** will be *** in accordance with Boeing and engine manufacturer instructions.

1.2.4 *** of *** and *** to *** at the *** in effect at the *** of *** between *** and *** or *** and ***, as applicable. *** related to engines will apply also to spare engines ***. Boeing ***, will give Customer reasonable advance written notice of the estimated *** at Customer's maintenance base for any such ***. *** for *** this Letter Agreement and be *** to *** and *** using established *** procedures and other terms identified in the *** contemplated in paragraph *** herein.

2. ***.

After *** delivery of an applicable 737-*** Aircraft, if Boeing has not provided, or caused to be provided *** which *** the ***, then Boeing will *** described in this paragraph 2. Subject to mutual agreement, Boeing and Customer may elect to *** the efforts under paragraph 1 herein in lieu of ***described in this paragraph 2.

2.1 ***. Boeing will ***, in the *** of *** in *** for each *** than the *** in ***. The *** will be *** of the *** that are ***. If the compliance document demonstrates a *** the ***, then Customer and Boeing will work together in good faith to reach *** to adequately address such *** for any 737-*** Aircraft. If *** is unable to provide a *** to adequately address the *** within a reasonable timeframe and does not *** (within a reasonable timeframe) that it will provide ***, then *** will have the *** any such 737-*** Aircraft and, if the *** the *** of the *** to ***, the *** to *** the ***.

2.2 ***. *** to Customer pursuant to this section 2 will be *** by Boeing and/or the *** at the time of 737-*** Aircraft delivery. No *** will be *** pursuant to this section 2 for any 737-*** Aircraft not *** Customer. Each *** will be *** of delivery of the 737-*** Aircraft for which ***.

2.3 *** Adjustments. The *** of *** attributable to *** will be determined by Boeing analysis based on data certified to be correct by Boeing. The *** of such *** will be deemed to be the *** of *** as calculated using reasonable *** based on the data furnished pursuant to Article *** of the AGTA. If *** are *** in a 737-*** Aircraft as set forth in paragraph 1.2 above, payments of *** will be *** by an *** with the *** in the *** after such *** are ***. If Customer elects not to *** in any applicable 737-*** Aircraft as set forth in paragraph 1.2 above, *** of the *** will be *** by an *** with the *** in the *** which would have been *** had such *** been ***.

3. ***.

Boeing and Customer agree it is not the intent of the parties to provide benefits hereunder that *** to be provided (a) by Boeing under the Purchase Agreement, or any other agreement between Boeing and Customer, or (b) by *** under any agreement between *** and Customer, due to the 737-*** Aircraft *** any *** similar to the *** or any *** that otherwise impacts ***. *** may *** its *** to *** the *** or to be *** to *** by *** or *** pursuant to such other *** or ***.

4. ***.

Customer agrees that the *** contained in paragraphs 1 and 2 herein are *** for purposes of *** with respect to the *** of Customer's 737-*** Aircraft and are *** and *** Customer may have, ***, in connection therewith and shall *** and *** and *** of any and all of Boeing's *** and *** to Customer in connection therewith. Customer *** Boeing and *** and *** all *** and *** and *** or otherwise, ***, relating to *** such ***.

5. Assignment.

Except as provided in Letter Agreement No. UAL-PA-03776-LA- 1208238, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's ***.

6. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA- 1208234.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-in-Fact



ACCEPTED AND AGREED TO this

Date: September 25, 2018

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Executive Vice President and Chief Financial Officer

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND **IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL**. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

Supplemental Agreement No. 12

to

Purchase Agreement No. 03776

between

The Boeing Company

and

United Airlines, Inc.

Relating to Boeing Model 737 *** Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of December 12, 2018, by and between THE BOEING COMPANY (Boeing) and UNITED AIRLINES, INC. (Customer) (SA-12);

WHEREAS, the parties hereto entered into Purchase Agreement No. 3776 dated July 12, 2012, as amended and supplemented (Purchase Agreement), relating to the purchase and sale of Boeing model 737 *** aircraft (Aircraft). This Supplemental Agreement is an amendment to the Purchase Agreement;

WHEREAS, the parties wish to (i) *** 737-*** Aircraft scheduled for delivery in *** from the Purchase Agreement; and (ii) *** certain promotional support elements.

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

1. Table of Contents.

The "Table of Contents" is deleted in its entirety and replaced with the attached "Table of Contents" (identified by "SA-12").

2. Tables.

Table 1A entitled "737-*** *Aircraft Delivery, Description, Price and* ***" is deleted in its entirety and replaced with the attached similarly titled "Table 1A" (identified by "SA-12") to *** 737-*** Aircraft scheduled for delivery in ***, inclusive.

3. Letter Agreements.

Letter Agreement UAL-PA-03776-LA-1207646R2 entitled "Promotional Support" is deleted in its entirety and replaced with UAL-PA-03776-LA-1207646R3 (identified by "SA-12") to revise certain promotional support elements.

4. Miscellaneous.

Boeing and Customer agree to the *** to Customer's *** for (i) ***; and (ii) ***.

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

The rest of this page is left intentionally blank.

Supplemental Agreement No. 12 to
Purchase Agreement No. 03776

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

THE BOEING COMPANY	**UNITED AIRLINES, INC.**
/s/ Irma L. Krueger	/s/ Gerald Laderman
Signature	Signature
Irma L. Krueger	Gerald Laderman
Printed Name	Printed Name
Attorney-in-Fact	Executive Vice President and Chief Financial Officer
Title	Title

TABLE OF CONTENTS

ARTICLES		**SA NUMBER**
Article 1.	Quantity, Model and Description	
Article 2.	Delivery Schedule	
Article 3.	Price	
Article 4.	Payment	
Article 5.	Additional Terms	
TABLE		
1.	737-*** Aircraft Delivery, Description, Price and ***	SA-9
1.1	*** 737-*** Aircraft Delivery, Description, Price and ***	SA-10
1A.	**737-*** Aircraft Delivery, Description, Price and ***	**SA-12**
EXHIBITS		
A-1	737-*** & *** 737-*** Aircraft Configuration	SA-8
A-2	737-*** Aircraft Configuration	
A-3	737-*** Aircraft Configuration	
A-4	737-*** Aircraft Configuration	SA-9
B.	Aircraft Delivery Requirements and Responsibilities	
SUPPLEMENTAL EXHIBITS		
AE1.	*** Adjustment/Airframe and ***	
AE2.	*** Adjustment/Airframe and *** for the 737-*** Aircraft	SA-9
BFE1.	BFE Variables 737-*** Aircraft	SA-7
BFE2.	BFE Variables 737-*** Aircraft	SA-9
CS1.	Customer Support Variables	SA-9
EE1.	Engine Warranty and ***	
SLP1.	Service Life Policy Components	

TABLE OF CONTENTS, CONTINUED

LETTER AGREEMENTS		SA NUMBER
UAL-PA-03776-LA-1207637R1	*** Matters	SA-8
UAL-PA-03776-LA-1207638R2	***	SA-10
UAL-PA-03776-LA-1207640	Demonstration Flight Waiver	
UAL-PA-03776-LA-1207643R1	Open Matters 737-*** Aircraft	SA-9
UAL-PA-03776-LA-1207646R3	**Promotional Support**	**SA-12**
UAL-PA-03776-LA-1207647	Seller Purchased Equipment	
UAL-PA-03776-LA-1207649	Spare Parts Initial Provisioning	
UAL-PA-03776-LA-1207650R4	Special Matters	SA-10
UAL-PA-03776-LA-1208055R1	***	SA-7
UAL-PA-03776-LA-1208122	***	SA-10
UAL-PA-03776-LA-1208123R1	*** Matters for 737-*** Aircraft	SA-9
UAL-PA-03776-LA-1208157R2	***	SA-9
UAL-PA-03776-LA-1208234	Privileged and Confidential Matters	
UAL-PA-03776-LA-1208596R1	AGTA Matters	SA-10
UAL-PA-03776-LA-1208238	Assignment Matters	
UAL-PA-03776-LA-1208869	Delivery *** Matters	
UAL-PA-03784-LA-1207869	737 Production Adjustments	
UAL-PA-03776-LA-1606848R2	*** Special *** Aircraft	SA-9
UAL-PA-03776-LA-1703685	737-*** Aircraft ***	SA-9
UAL-PA-03776-LA-1703743	2017 ***	SA-9
UAL-PA-03776-LA-1703858R1	*** Program for the 737-*** Aircraft	SA-10
	*** Commitment for the 737-*** Aircraft	§5.1.2 of SA-9
UAL-PA-3776-LA-1801367	Loading of Customer Software	SA-10
UAL-PA-3776-LA-1801619	Installation of Cabin Systems Equipment	SA-10
UAL-PA-3776-LA-1807469	*** From *** for 737-*** Aircraft	SA-11

SUPPLEMENTAL AGREEMENTS	DATED AS OF
Supplemental Agreement No. 1	June 17, 2013
Supplemental Agreement No. 2	January 14, 2015
Supplemental Agreement No. 3	May 26, 2015
Supplemental Agreement No. 4	June 12, 2015
Supplemental Agreement No. 5	January 20, 2016
Supplemental Agreement No. 6	February 8, 2016

Supplemental Agreement No. 7	December 27, 2016
Supplemental Agreement No. 8	June 7, 2017
Supplemental Agreement No. 9	June 15, 2017
Supplemental Agreement No. 10	May 15, 2018
Supplemental Agreement No. 11	September 25, 2018
Supplemental Agreement No. 12	**December 12, 2018**

Table 1A To Purchase Agreement No. 03776
737-* Aircraft Delivery, Description, Price and ***

Airframe Model/MTOW:	737-***	**** pounds	**Detail Specification:**		***
Engine Model/Thrust:	***	**** pounds	**Airframe Price Base Year/*** Formula:**	***	***
			Engine Price Base Year/* Formula:**	***	***
Airframe Price:		$***			
***** Features:**		$***			
Sub-Total of Airframe and Features:		$***	**Airframe *** Data:**		
Engine Price (Per Aircraft):		$***	**Base Year Index (ECI):**		***
Aircraft Basic Price (Excluding BFE/SPE):		$***	**Base Year Index (CPI):**		***
Buyer Furnished Equipment (BFE) Estimate:		$***			
Seller Purchased Equipment (SPE) Estimate:		$***			
Deposit per Aircraft:		$***			

# of Aircraft	**Delivery Date**	**Number of Aircraft**	***** Factor (Airframe)**	**Manufacturer Serial Number**	**Actual or Nominal Delivery ******	***** Estimate *** Base Price Per A/P**	***** Per Aircraft (Amts. Due/*** Prior to Delivery):**			
							***	***	***	***
							***	***	***	***
***	***	***	***	***	***	$***	$***	$***	$***	$***
	Total:	***								

* Nominal delivery *** pursuant to Letter Agreement number UAL-PA-03776-LA-1207643 **entitled "Open Matters 737-*** Aircraft"**, including successors thereof.

Note: Serial Numbers are provided as guidance only and are subject to

change.

***



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03776-LA-1207646R3

United **Airlines,** Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Promotional Support

Reference: Purchase Agreement No. 03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (as assignee of United Continental Holdings, Inc.) (**Customer**) relating to Model 737 *** aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. **This Letter Agreement supersedes and replaces in its entirety Letter Agreement UAL-PA-03776-LA-1207646R2 dated May 15, 2018.** All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Boeing and Customer wish to enter into an agreement pursuant to which each party will contribute equally to promotional programs in support of the entry into service of the Aircraft as more specifically provided below.

1. Definitions.

1.1 **Commitment Limit** shall have the meaning set forth in Article 2, below.

1.2 **Covered Aircraft** shall mean those Aircraft identified on Table 1, Table 1.1 and Table 1A to the Purchase Agreement as of the date of signing of this Letter Agreement.

1.3 **Performance Period** shall mean the period beginning ***.

1.4 **Promotional Support** shall mean mutually agreed *** promotion programs, advertising campaigns or such other marketing and promotional activities as the parties may mutually agree.

1.5 **Qualifying Third Party Fees** shall mean fees paid by Customer to third party providers for Promotional Support provided to Customer during the Performance Period.

2. Commitment.

As more particularly set forth in this Letter Agreement, Boeing agrees to provide Promotional Support to Customer during the Performance Period in a value not to exceed *** for the first Covered Aircraft delivered to Customer and not to exceed *** per Covered Aircraft for each Covered Aircraft delivered to Customer thereafter. **For the avoidance of doubt, Customer may request payment of any or all of such Promotional Support prior to delivery of the first Covered Aircraft to Customer.**

3. Methods of Performance.

3.1 Subject to the Commitment Limit, Boeing will reimburse *** of Customer's payments of Qualifying Third Party Fees provided that Customer provides Boeing copies of paid invoices for such Qualifying Third Party Fees no later *** after the delivery of the first Covered Aircraft.

3.2 Notwithstanding the above, at Customer's request and subject to a mutually agreed project, Boeing will provide certain Promotional Support during the Performance Period directly to Customer. The full value of such Boeing provided Promotional Support will be accounted for as part of the Commitment Limit and will correspondingly reduce the amount of Qualifying Third Party Fees that are subject to reimbursement pursuant to Article 3.1 above. Additionally, without duplication the parties agree that the sum of *** **(*** Promo Support)** shall be available to Customer on a *** basis. For the avoidance of doubt, the *** Promo Support shall be spent on promotional activity selected at Customer's discretion and shall be made available within *** of the effective date of this Letter Agreement.

3.2.1 Without duplication, the parties further agree that the sum of *** **(2018 *** Promo Support)** shall be available to Customer on a *** basis. For the avoidance of doubt, the 2018 *** Promo Support shall be spent on promotional activity selected at Customer's discretion and shall be made available for payment within *** of presentation of invoices for Promotional Support.

3.3 In the event Customer does not (i) *** of the Commitment Limit within the Performance Period or (ii) submit its paid invoices for Qualifying Third Party Fees within the required time, as set forth in Article 3.1, Boeing shall have no further obligation to Customer for such *** Commitment Limit or to *** Customer for such Qualifying Third Party Fees, respectively.

4. Project Approval.

Following the execution of this Letter Agreement, a Boeing Airline Marketing Services representative will meet with Customer's designated representative to review and approve the extent, selection, scheduling, and *** process for the Promotional Support to be provided pursuant to this Letter Agreement.

5. Assignment.

Except as provided in Letter Agreement No. UAL-PA-03776-LA-1208238 the rights and obligations

described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

6. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: December 12, 2018

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Executive Vice President and Chief Financial Officer

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND **IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL**. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

Supplemental Agreement No. 15
to
Purchase Agreement No. 03776
between
The Boeing Company
and
United Airlines, Inc.
Relating to Boeing Model 737 *** Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of February 26, 2021, by and between THE BOEING COMPANY (Boeing) and UNITED AIRLINES, INC. (Customer) (SA-15);

WHEREAS, the parties hereto entered into Purchase Agreement No. 3776 dated July 12, 2012, as amended and supplemented (Purchase Agreement), relating to the purchase and sale of Boeing model 737 *** aircraft (Aircraft). This Supplemental Agreement is an amendment to the Purchase Agreement; and

WHEREAS, solely to conform and further amend the Purchase Agreement to reflect Customer and Boeing's agreement regarding the following matters without duplication of any consideration being provided to Customer to (i) revise scheduled delivery of certain Aircraft; and (ii) revise certain promotional support elements; and

WHEREAS, Boeing and Customer agree to (i) add the remaining 737-*** Aircraft to the Open Configuration Matters letter; and (ii) *** 737-*** Aircraft for *** 737-*** Aircraft as follows:

	Manufacturer Serial Number*	737-*** Aircraft Delivery Month at January 1, 2021	737-*** Aircraft Delivery Month Commencing with SA-15 to Purchase Agreement
***	***	***	***

* Manufacturer Serial Numbers are subject to change

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

1. Table of Contents.

The "Table of Contents" is deleted in its entirety and replaced with the attached "Table of Contents" (identified by "SA-15").

2. Tables.

2.1 Table 1.1 entitled *"Follow*-On 737-*** *Aircraft Delivery, Description, Price and* ***" is deleted in its entirety and replaced with the attached Table 1.1 (identified by "SA-15") to revise for *** 737-*** Aircraft to such table.

2.2 Table 1B entitled "*737-*** *Aircraft Delivery, Description, Price and* ***" is deleted in its entirety and replaced with the attached Table 1A (identified by "SA-15") to revise scheduled delivery of certain Aircraft.

2.3 Table 1A entitled "*737-*** *Aircraft Delivery, Description, Price and* ***" is deleted in its entirety and replaced with the attached Table 1B (identified by "SA-15") to revise scheduled delivery of certain Aircraft and *** 737-*** Aircraft from the Table.

3. Letter Agreements.

3.1 Letter Agreement UAL-PA-03776-LA-1207643R2 titled "Open Matters 737-*** Aircraft" is deleted in its entirety and replaced with UAL-PA-03776-LA-1207643R3 and retitled "Open Matters 737-*** and 737-*** Aircraft" (identified by "SA-5") to add the 737-*** Aircraft to the letter.

3.2 Letter Agreement UAL-PA-03776-LA-1207646R3 titled "Promotional Support" is deleted in its

entirety and replaced with UAL-PA-03776-LA-1207646R4 (identified by "SA-5") to revise certain promotional support elements.

4. Miscellaneous.

4.1 The following letter agreements are deemed to revise references as follows:

	Original Reference	Replacement Reference
Purchase Agreement Basic Articles	Reference to "Table 1" (i) Opening Paragraph 1 (ii) Article 2 (iii) Article 3.1 (iv) Article 4.1 & 4.2 (v) Article 5.1	"Table 1, Table 1.1, Table 1A and Table 1B"
Supplemental Exhibit AE2	Reference to "Table 1 and Table 1A" (i) Article 1 (ii) Notes to Article 1	"Table 1A and Table 1B"
Supplemental Exhibit EE1	Reference to "Table 1" Articles 2.6.2 and 5.1	"Table 1, Table 1.1, Table 1A and Table 1B"
Letter Agreement UAL-PA-03776-LA-1207637R3 titled "*** Matters"	Reference to "Table 1" Article 1.1	"Table 1, Table 1.1, Table 1A and Table 1B"
Letter Agreement UAL-PA-03776-LA-1207647 titled Seller Purchased Equipment"	Reference to "Table 1" Articles 2.6.2 and 5.1	"Table 1, Table 1.1, Table 1A and Table 1B"
Letter Agreement UAL-LA-1604287 titled "Certain *** (Letter Agreement)"	Reference to "Table 1" Article 1	"Table 1, Table 1.1, Table 1A and Table 1B"
Letter Agreement UAL-LA-1604287 titled "Certain *** (Letter Agreement)"	Reference to "Table 1" Article 1.1	"Table 1, Table 1.1, Table 1A and Table 1B"

BOEING / UNITED AIRLINES, INC. PROPRIETARY

Letter Agreement UAL-PA-03776-LA-1703858R1 titled "*** for the 737-*** Aircraft"	Reference to "Table 1A" Article 1	"Table 1A and Table 1B"
Letter Agreement UAL-PA-03776-LA-1207650R4 titled "Special Matters"		
§1.2	"The parties agree to the following *** which will be applicable to (i) *** Boeing Model 737-*** aircraft specified in Table 1 and Table 1.1 and (ii) the *** Boeing Model 737-*** aircraft specified in Table 1A, at the effective date of this Letter Agreement and as may be ***. The combined total of *** aircraft comprise the Special *** Aircraft."	"The parties agree to the following *** which will be applicable to (i) *** Boeing Model 737-*** aircraft specified in Table 1 and Table 1.1 and (ii) the *** Boeing Model 737-*** aircraft specified in Table 1A and Table 1B, at the effective date of this Letter Agreement and as may be ***. The combined total of *** aircraft comprise the Special *** Aircraft."
Letter Agreement UAL-PA-03776-LA-1703858R1 titled "*** for the 737-*** Aircraft"		
§1	Reference to "Table 1" Article 1	"Table 1A and Table 1B"
§1.2	"737-*** Program Aircraft means each 737-*** Aircraft specified in Table 1A of the Purchase Agreement as of the date of this Letter Agreement."	"737-*** Program Aircraft means each 737-*** Aircraft specified in Table 1A and Table 1B of the Purchase Agreement as of the date of this Letter Agreement."

4.2 If Boeing or Customer determines that references described in Section 3.1 of this Supplemental Agreement No. 15 should be further amended, then Boeing and Customer will work together for a mutually agreeable solution.

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

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

Supplemental Agreement No. 15 to
Purchase Agreement No. 03776

THE BOEING COMPANY	UNITED AIRLINES, INC.
/s/ Irma L. Krueger	/s/ Gerald Laderman
Signature	Signature
Irma L. Krueger	Gerald Laderman
Printed Name	Printed Name
Attorney-in-Fact	Executive Vice President and Chief Financial Officer
Title	Title

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ARTICLES		SA NUMBER
Article 1.	Quantity, Model and Description	**SA-15 §3.1**
Article 2.	Delivery Schedule	**SA-15 §3.1**
Article 3.	Price	**SA-15 §3.1**
Article 4.	Payment	**SA-15 §3.1**
Article 5.	Additional Terms	**SA-15 §3.1**
TABLE		
1.	737-*** Aircraft Delivery, Description, Price and ***	SA-9
1.1	***** 737-*** Aircraft Delivery, Description, Price and *****	**SA-15**
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1B.	**737-*** Aircraft Delivery, Description, Price and *****	**SA-15**
EXHIBITS		
A-1	737-*** & *** 737-***Aircraft Configuration	SA-8
A-2	737-*** Aircraft Configuration	
A-3	737-*** Aircraft Configuration	
A-4	737-*** Aircraft Configuration	SA-9
A-5	737-*** Aircraft Configuration	SA-14
B.	Aircraft Delivery Requirements and Responsibilities	
SUPPLEMENTAL EXHIBITS		
AE1.	*** Adjustment/Airframe and ***	
AE2.	*** Adjustment/Airframe and *** for the 737-*** Aircraft	SA-9 & **SA-15 §3.1**
BFE1.	BFE Variables 737-*** Aircraft	SA-7
BFE2.	BFE Variables 737-*** Aircraft	SA-9
CS1.	Customer Support Variables	SA-9
EE1.	Engine Warranty and ***	**SA-15 §3.1**
SLP1.	Service Life Policy Components	

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LETTER AGREEMENTS		SA NUMBER
UAL-PA-03776-LA-1207637R3	*** Matters	SA-14 & SA-15 §3.1
UAL-PA-03776-LA-1207638R2	***	SA-10
UAL-PA-03776-LA-1207640	Demonstration Flight Waiver	
UAL-PA-03776-LA-1207643R3	Open Matters 737-*** and 737-*** Aircraft	SA-15

UAL-PA-03776-LA-1207646R4	Promotional Support	SA-15
UAL-PA-03776-LA-1207647	Seller Purchased Equipment	SA-15 §3.1
UAL-PA-03776-LA-1207649	Spare Parts Initial Provisioning	
UAL-PA-03776-LA-1207650R4	Special Matters	SA-10 & SA-15 §3.1
UAL-PA-03776-LA-1208055R1	***	SA-7
UAL-PA-03776-LA-1208122	***	SA-10
UAL-PA-03776-LA-1208123R1	*** Matters for 737-*** Aircraft	SA-9
UAL-PA-03776-LA-1208157R2	***	SA-9
UAL-PA-03776-LA-1208234	Privileged and Confidential Matters	
UAL-PA-03776-LA-1208596R2	AGTA Matters	SA-13
UAL-PA-03776-LA-1208238	Assignment Matters	
UAL-PA-03776-LA-1208869R1	Delivery *** Matters	SA-13
UAL-PA-03784-LA-1207869	737 Production Adjustments	
UAL-PA-03776-LA-1606848R2	*** Special *** Aircraft	SA-9
UAL-PA-03776-LA-1703685	737-*** Aircraft ***	SA-9
UAL-PA-03776-LA-1703743	2017 ***	SA-9
UAL-PA-03776-LA-1703858R1	*** Program for the 737-*** Aircraft	SA-10 & SA-15 §3.1
	*** Commitment for the 737-*** Aircraft	§5.1.2 of SA-9
UAL-PA-3776-LA-1801367	Loading of Customer Software	SA-10
UAL-PA-3776-LA-1801619	Installation of Cabin Systems Equipment	SA-10
UAL-PA-3776-LA-1807469	*** From *** for 737-*** Aircraft	SA-11
UAL-PA-3776-LA-2001766R1	Certain Special Matters	SA-14

SUPPLEMENTAL AGREEMENTS	**DATED AS OF**
Supplemental Agreement No. 1	June 17, 2013
Supplemental Agreement No. 2	January 14, 2015
Supplemental Agreement No. 3	May 26, 2015
Supplemental Agreement No. 4	June 12, 2015
Supplemental Agreement No. 5	January 20, 2016
Supplemental Agreement No. 6	February 8, 2016
Supplemental Agreement No. 7	December 27, 2016
Supplemental Agreement No. 8	June 7, 2017
Supplemental Agreement No. 9	June 15, 2017
Supplemental Agreement No. 10	May 15, 2018
Supplemental Agreement No. 11	September 25, 2018
Supplemental Agreement No. 12	December 12, 2018
Supplemental Agreement No. 13	March 20, 2020
Supplemental Agreement No. 14	June 30, 2020
Supplemental Agreement No. 15	**February 26, 2021**

Table 1.1 To Purchase Agreement No. 03776

737- Aircraft Delivery, Description, Price and ***

Airframe Model/MTOW:	737-*** *** pounds ***	Detail Specification:	***
Engine Model/Thrust:	*** *** pounds ***	Airframe Price Base Year/*** Formula:	*** ***
		Engine Price Base Year/*** Formula:	*** ***
Airframe Price:	$***		
*** Features:	$***		
Sub-Total of Airframe and Features:	$***	Airframe *** Data:	
Engine Price (Per Aircraft):	$***	Base Year Index (ECI):	***
Aircraft Basic Price (Excluding BFE/SPE):	$***	Base Year Index (CPI):	***
Buyer Furnished Equipment (BFE) Estimate:	$***		
Seller Purchased Equipment (SPE) Estimate:	$***		
Deposit per Aircraft:	$***		

# of Aircraft	Delivery Date	Number of Aircraft	*** Factor (Airframe)	Manufacturer Serial Number	Actual or Nominal Delivery *** *	*** Estimate *** Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): ***	***	***	***
***	***	***	***	***	***	$***	$***	$***	$***	$***

Total in this Table: ***

* Nominal delivery *** pursuant to Letter Agreement number UAL-PA-03776-LA-1207643R3 entitled "Open Matters 737-*** and 737-*** Aircraft", including successors thereof.

Note: Serial Numbers are provided as guidance only and are subject to change.

***

***

***

Table 1A To Purchase Agreement No. 03776
737-*** Aircraft Delivery, Description, Price and ***

Airframe Model/MTOW:	737-*** *** pounds ***	Detail Specification:	***
Engine Model/Thrust:	*** *** pounds ***	Airframe Price Base Year/*** Formula:	*** ***
		Engine Price Base Year/*** Formula:	*** ***
Airframe Price:	$***		
Optional Features:	$***		
Sub-Total of Airframe and Features:	$***	Airframe *** Data:	
Engine Price (Per Aircraft):	$***	Base Year Index (ECI):	***
Aircraft Basic Price (Excluding BFE/SPE):	$***	Base Year Index (CPI):	***
Buyer Furnished Equipment (BFE) Estimate:	$***		
Seller Purchased Equipment (SPE) Estimate:	$***		
Deposit per Aircraft:	$***		

# of Aircraft	*** Delivery Date	Target Delivery Date	Number of Aircraft	*** Factor (Airframe)	Manufacturer Serial Number	Actual or Nominal Delivery *** *	*** Estimate *** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery): ***	***	***	***
***	***	***	***	***	***	***	***	***	***	***	***
	Total:		***								

* Nominal delivery *** pursuant to Letter Agreement number UAL-PA-03776-LA-1207643R3 entitled "Open Matters 737-*** and 737-*** Aircraft", including successors thereof.

Note: Serial Numbers above are provided as guidance only and are subject to change until delivery.

***

***

***

Table 1B to Purchase Agreement No. 03776
737-*** Aircraft Delivery, Description, Price and ***

Airframe Model/MTOW:	737-*** *** pounds ***	Detail Specification:	***
Engine Model/Thrust:	*** *** pounds ***	Airframe Price Base Year/*** Formula:	*** ***
		Engine Price Base	

Airframe Price:	$***	Year/*** Formula:	*** ***
*** Features:	$***		
Sub-Total of Airframe and Features:	$***	Airframe *** Data:	
Engine Price (Per Aircraft):	$***	Base Year Index (ECI):	***

# of Aircraft	Target Delivery Date	Number of Aircraft	*** Factor (Airframe)	Manufacturer Serial Number	Actual or Nominal Delivery ****	*** Forecast	*** Estimate *** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery): ***	***	***	***
***	***	***	***	***	***	***	$***	$***	$***	$***	$***
	Total:	***									

* Nominal delivery *** pursuant to Letter Agreement number UAL-PA-03776-LA-1207643R3 entitled "Open Matters 737-*** and 737-*** Aircraft", including successors thereof.

Note: Serial Numbers above are provided as guidance only and are subject to change until delivery.

***

***

***



The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

UAL-PA-03776-LA-1207643R3

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Open Matters 737-*** and 737-*** Aircraft

Reference: Purchase Agreement No. 03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 *** aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. This Letter Agreement supersedes and replaces in its entirety Letter Agreement UAL-PA-03776-LA-1207643R2 dated June 30, 2020.

Given the long period of time between Purchase Agreement signing and delivery of the first 737-*** Aircraft; the *** 737-*** Aircraft and the continued development of the 737 *** program, certain elements have not yet been defined. In consideration, Boeing and Customer agree to work together as the Boeing Model 737-*** and the 737-*** aircraft develops as follows:

1. Aircraft Delivery Schedule.

1.1 The scheduled delivery month of Customer's follow on 737-*** Aircraft are provided in Table

1.1. The scheduled delivery month of the 737-*** Aircraft are provided in Table 1B for Customer's standard configuration. The scheduled delivery month will be provided in Table 1A for Customer's *** with ***. Each of these tables include *** delivery windows consisting of a nominal delivery month (**Nominal Delivery Month**) ***. No later than *** prior to Nominal Delivery Month of Customer's follow-on 737-*** Aircraft and first 737-*** Aircraft in each calendar year, Boeing will provide written notice with the scheduled delivery month for each Aircraft with a Nominal Delivery Month in such calendar year; provided, however, the parties agree to *** with respect to Boeing's *** relating to Boeing *** the Nominal Delivery Month of 737-*** Aircraft; provided, further, ***.

1.2 Customer and Boeing will consult on a frequent basis to keep each other informed as to Customer's fleet plans and Boeing's production plans in order to meet the requirements of both parties. Based on such reviews and discussions, Boeing will use commercially reasonable efforts to meet Customer's fleet needs when providing the notices required by Article 1.1. Such notices provided by Boeing will constitute an amendment to *** of the Purchase Agreement, as appropriate. The *** shall be the *** for the purposes of applying all provisions of the Purchase Agreements, including without limitation the BFE on-dock dates, and ***.

2. Aircraft Configuration.

2.1 The initial configuration of Customer's Model Aircraft has been defined by Boeing 737-7, 737-8, 737-8200, 737-9, 737-10 Airplane Description Document No. *** dated *** as described in Article 1 and Exhibit A-4 of the Purchase Agreement (**Initial Configuration**). Final configuration of the follow-on 737-*** Aircraft and 737-*** Aircraft (**Final Configuration**) will be completed using the then-current Boeing configuration documentation:

2.1.1 Boeing and Customer will execute a written amendment to the Purchase Agreement which will reflect the following:

2.1.1.1 Changes applicable to the basic Model 737-*** and 737-*** aircraft, as applicable, which are developed by Boeing between the date of signing of the Purchase Agreement and date of Final Configuration for Customer's follow-on 737-*** configuration and standard and alternate 737-*** configurations.

2.1.1.2 Incorporation into Exhibit A-1, Exhibit A-4 and Exhibit A-5 of the Purchase Agreement, by written amendment, those optional features which have been agreed to by Customer and Boeing (**Customer Configuration Changes**);

2.1.1.3 Revisions to the Supplemental Exhibits BFE1, BFE2 and BFE3 to reflect the selection dates and ***;

2.1.1.4 Changes to the *** Prices, and *** Price to adjust for the difference, if any, between the prices estimated in *** of the Purchase Agreement ***.

3. Customer Support Variables.

3.1 Reserved.

3.2 Boeing has engaged in discussions with Customer in conjunction with providing the updated Supplemental Exhibit CS1 to offer to Customer additional uniquely tailored post-delivery support services beyond the scope of the original Supplemental Exhibit CS1 that further enhances the maintainability and operational efficiency of the Aircraft.

4. Special Provisions for the 737-*** Aircraft with *** Seats.

Delivery of Customer's first *** Boeing model 737-*** shall be part of *** for such configuration to be purchased by Customer under the Purchase Agreement and Purchase Agreement No. 04761 (***), the first of which will deliver no later than ***, unless the parties mutually agree otherwise. Additionally, Customer shall have *** subject to limitations as follows:

4.1 Customer's *** must be made by written notice to Boeing and is subject to Boeing's ***; and

4.2 Within *** calendar days of receipt of Customer's ***, Boeing shall provide Customer with *** the Purchase Agreement or Purchase Agreement No. 04761, as the context requires, ***, as follows:

4.2.1 in the case of ***;

4.2.2 in the case of ***.

Assignment.

Except as provided in Letter Agreement No. UAL-PA-03776-LA-1208238, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: February 26, 2021

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Executive Vice President and
Chief Financial Officer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

UAL-PA-03776-LA-1207646R4

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Promotional Support

Reference: Purchase Agreement No. 03776 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (as assignee of United Continental Holdings, Inc.) (**Customer**) relating to Model 737 *** aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. **This Letter Agreement supersedes and replaces in its entirety Letter Agreement UAL-PA-03776-LA-1207646R3 dated December 12, 2018.** All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Boeing and Customer wish to enter into an agreement pursuant to which each party will contribute equally to promotional programs in support of the entry into service of the Aircraft as more specifically provided below.

1. Definitions.

1.1 **Commitment Limit** shall have the meaning set forth in Article 2, below.

1.2 **Covered Aircraft** shall mean those Aircraft identified on Table 1, Table 1.1, Table 1A and Table 1B to the Purchase Agreement as of the date of signing of this Letter Agreement.

1.3 **Performance Period** shall mean the period beginning ***.

1.4 **Promotional Support** shall mean mutually agreed *** promotion programs, advertising campaigns or such other marketing and promotional activities as the parties may mutually agree.

1.5 **Qualifying Third Party Fees** shall mean fees paid by Customer to third party providers for Promotional Support provided to Customer during the Performance Period.



2. Commitment.

As more particularly set forth in this Letter Agreement, Boeing agrees to provide Promotional Support to Customer during the Performance Period in a value not to exceed *** for the first Covered Aircraft delivered to Customer and not to exceed *** per Covered Aircraft for each Covered Aircraft delivered to Customer thereafter. **For the avoidance of doubt, Customer may request payment of any or all of such Promotional Support prior to delivery of the first Covered Aircraft to Customer.**

3. Methods of Performance.

3.1 Subject to the Commitment Limit, Boeing will reimburse *** of Customer's payments of Qualifying Third Party Fees provided that Customer provides Boeing copies of paid invoices for such Qualifying Third Party Fees *** after the delivery of the first Covered Aircraft.

3.2 Notwithstanding the above, at Customer's request and subject to a mutually agreed project, Boeing will provide certain Promotional Support during the Performance Period directly to Customer. The full value of such Boeing provided Promotional Support will be accounted for as part of the Commitment Limit and will correspondingly reduce the amount of Qualifying Third Party Fees that are subject to reimbursement pursuant to Article 3.1 above. Additionally, without duplication the parties agree that the sum of *** **Promo Support**) shall be available to Customer on a *** basis. For the avoidance of doubt, the *** Promo Support shall be spent on promotional activity selected at Customer's discretion and shall be made available within *** of the effective date of this Letter Agreement.

3.2.1 Without duplication, the parties further agree that the sum of *** (**2018 *** Promo Support**) shall be available to Customer on a *** basis. For the avoidance of doubt, the 2018 *** Promo Support shall be spent on promotional activity selected at Customer's discretion and shall be made available for payment within *** of presentation of invoices for Promotional Support.

3.3 In the event Customer does not (i) *** of the Commitment Limit within the Performance Period or (ii) submit its paid invoices for Qualifying Third Party Fees within the required time, as set forth in Article 3.1, Boeing shall have no further obligation to Customer for such *** Commitment Limit or to *** Customer for such Qualifying Third Party Fees, respectively.

4. Project Approval.

Following the execution of this Letter Agreement, a Boeing Airline Marketing Services representative will meet with Customer's designated representative to review and approve the extent, selection, scheduling, and *** process for the Promotional Support to be provided pursuant to this Letter Agreement.

5. Assignment.

Except as provided in Letter Agreement No. UAL-PA-03776-LA-1208238 the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

6. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: February 26, 2021

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Executive Vice President and Chief Financial Officer

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

PURCHASE AGREEMENT NUMBER 3860

between

THE BOEING COMPANY

and

UNITED AIR LINES, INC.

Relating to Boeing Model 787 Aircraft

BOEING / UNITED AIR LINES, INC. PROPRIETARY

P.A. No. 3860
PA_Articles

Rev.: 08/27/2004

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6-1162-ELP-0795	*** Program ***

Purchase Agreement No. 3860

between

The Boeing Company

and
United Air Lines, Inc.

This Purchase Agreement No. 3860 dated as of September 27, 2012 between The Boeing Company (**Boeing**) and United Air Lines, Inc. (**Customer**) relating to the purchase and sale of Model 787 aircraft together with all tables, exhibits, supplemental exhibits, letter agreements and other attachments thereto, if any **(Purchase Agreement)**, incorporates and amends the terms and conditions of the Aircraft General Terms Agreement dated as of February 19, 2010 between the parties, identified as AGTA-UAL (AGTA). The Purchase Agreement *** supersedes purchase agreement no. 3427***.

Article 1. Quantity, Model, Description and Inspection.

The aircraft to be delivered to Customer will be designated as Model 787-8 aircraft, 787-9 or 787-10 aircraft, as the case may be (the **Aircraft**). Boeing will manufacture and sell to Customer Aircraft conforming to the configuration described in Exhibit A in the quantities listed in Table 1 to this Purchase Agreement. *** months prior to delivery of Customer's first Aircraft, Boeing will provide Customer a Boeing document defining a customer inspection process appropriate to the 787 manufacturing process **(787 Inspection Process**) which will apply in lieu of inspection processes traditionally applicable to other models of aircraft and will supersede the provisions of Article 5.2 of the AGTA.

Article 2. Delivery Schedule.

The Aircraft will be delivered to Customer in accordance with the scheduled months of delivery of the Aircraft listed in the attached Table 1. Exhibit B describes certain responsibilities for both Customer and Boeing in order to accomplish the delivery of the Aircraft.

Article 3. Price.

3.1 Aircraft Basic Price. The Aircraft Basic Price is listed in Table 1 is subject to escalation dollars.

3.2 Advance Payment Base Prices. The Advance Payment Base Prices listed in Table 1 were calculated utilizing the latest escalation factors available to Boeing on the date of this Purchase Agreement projected to the month of scheduled delivery.

Article 4. Payment.

4.1 Boeing acknowledges receipt of a deposit in the amount shown in Table 1 for each Aircraft (**Deposit**).

4.2 The standard advance payment schedule for the Model 787 Aircraft requires Customer to make certain advance payments, expressed as a percentage of the Advance Payment Base Price of each Aircraft beginning with a payment of ***%, less the Deposit, on the date of signing of the Purchase Agreement for the Aircraft. Additional advance payments for each Aircraft are due as specified in and on the first business day of the months listed in the attached Table 1.

4.3 For any Aircraft whose scheduled month of delivery is less than *** months from the date of this Purchase Agreement, the total amount of advance payments due for payment upon signing of this Purchase Agreement will include all advance payments which are past due in accordance with the standard advance payment schedule set forth in paragraph 4.2 above.

4.4 Customer will pay the balance of the Aircraft Price of each Aircraft at delivery. The Aircraft Price for each Aircraft will be re-calculated at the time that Aircraft is delivered using the then available escalation factors for the month when that Aircraft is delivered to

calculate the Escalation Adjustment as defined in Supplemental Exhibit AE1.

Article 5. Additional Terms.

5.1 Excusable Delay. Article 7.1 of the basic articles of the AGTA in so far as it applies to the Aircraft only is revised to read as follows:

7.1 General. Boeing will not be liable for any delay in the scheduled delivery month of an aircraft or other performance under a purchase agreement caused by (i) acts of God; (ii) war or armed hostilities; (iii) government acts or priorities; (iv) fires, floods, or earthquakes; (v) strikes or labor troubles causing cessation, slowdown, or interruption of work; (vi) *** (vii) inability, after due and timely diligence, to obtain type certification; or (viii) any other cause to the extent such cause is beyond Boeing's control and not occasioned by Boeing's fault or negligence. A delay resulting from any such cause is defined as an **Excusable Delay**.

5.2 Aircraft Information Table. Table 1 consolidates information contained in Articles 1, 2, 3 and 4 with respect to (i) quantity of Aircraft, (ii) applicable Detail Specification for the Aircraft, (iii) month and year of scheduled deliveries of the Aircraft, (iv) Aircraft Basic Price, (v) escalation factors applicable to the Aircraft and (vi) Advance Payment Base Prices and advance payments applicable to the Aircraft and their schedules.

5.3 Escalation Adjustment/Airframe and Optional Features. Supplemental Exhibit AE1 contains the applicable airframe and optional features escalation formula for the Aircraft.

5.4 Buyer Furnished Equipment Variables. Supplemental Exhibit BFE1 contains vendor selection dates and other variables applicable to the Aircraft.

5.5 Customer Support Variables. Information, training, services and other things furnished by Boeing in support of introduction of the Aircraft into Customer's fleet are described in Supplemental Exhibit CS1. Supplemental Exhibit CS1 supersedes in its entirety Exhibit B to the AGTA with respect to the Aircraft but not with respect to any other aircraft.

5.6 Engine Escalation Variables. Supplemental Exhibit EE1 contains the applicable engine escalation formula, the engine warranty *** indemnity for the Aircraft.

5.7 Service Life Policy Component Variables. Supplemental Exhibit SLP1 lists the airframe and landing gear components covered by the Service Life Policy for the Aircraft **(Covered Components)**.

5.8 Public Announcement. Boeing reserves the right to make a public announcement regarding Customer's purchase of the Aircraft upon approval of Boeing's press release by Customer's public relations department or other authorized representative.

5.9 Negotiated Agreement; Entire Agreement. This Purchase Agreement, including the provisions of Article 8.2 of the AGTA relating to insurance, and Article 12 of Part 2 of Exhibit C of the AGTA relating to DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, has been the subject of discussion and negotiation and is understood by the parties; the Aircraft Price and other agreements of the parties stated in this Purchase Agreement were arrived at in consideration of such provisions. This Purchase Agreement, including the AGTA, contains the entire agreement between the parties and supersedes all previous proposals, understandings, commitments or representations whatsoever, oral or written, and may be changed only in writing signed by authorized representatives of the parties.

DATED AS OF September , 2012

THE BOEING COMPANY	UNITED AIR LINES, INC.
/s/ ***	/s/ Gerald Laderman
Signature	Signature
***	Gerald Laderman
Printed name	Printed name
Attorney-in-Fact	Senior Vice President – Finance and Treasurer
Title	Title

Table 1—General Electric Engines
Purchase Agreement No. 3860
Aircraft Delivery, Description, Price and Advance Payments
(787-8/GE/*)**

Airframe Model/MTOW:	787-8	*** pounds	**Detail Specification:**		***
Engine Model/Thrust:	GENX-1***	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$ ***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$ ***			
Sub-Total of Airframe and Features:		$ ***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		$ ***	**Base Year Index (ECI):**		***
Aircraft Basic Price (Excluding BFE/SPE):		$ ***	**Base Year Index (CPI):**		***
Buyer Furnished Equipment (BFE) Estimate:		$ ***	**Engine Escalation Data:**		
Seller Purchased Equipment (SPE) Estimate:		$ ***	**Base Year Index (ECI):**		***
			Base Year Index (CPI):		***

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Serial Number	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): ***	***	***	***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***

Table 1—General Electric Engines
Purchase Agreement No. 3860
Aircraft Delivery, Description, Price and Advance Payments
(787-8/GE/*)**

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Serial Number	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): ***	***	***	***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***

***	***	***	***	***	$	***	$***	$***	$***	$***
***	***	***	***	***	$	***	$***	$***	$***	$***
***	***	***	***	***	$	***	$***	$***	$***	$***
***	***	***	***	***	$	***	$***	$***	$***	$***
***	***	***	***	***	$	***	$***	$***	$***	$***

Table 1—Rolls Royce Engines
Purchase Agreement No. 3860
Aircraft Delivery, Description, Price and Advance Payments
(787-8/RR/*)**

Airframe Model/MTOW:	787-8	***	**Detail Specification:** ***	
Engine Model/Thrust:	TRENT1000-***	***	**Airframe Price Base Year/Escalation Formula:**	*** ***
Airframe Price:		$***	**Engine Price Base Year/Escalation Formula:**	*** ***
Optional Features:		$***		
Sub-Total of Airframe and Features:		$***	**Airframe Escalation Data:**	
Engine Price (Per Aircraft):		$***	**Base Year Index (ECI):**	***
Aircraft Basic Price (Excluding BFE/SPE):		$***	**Base Year Index (CPI):**	***
Buyer Furnished Equipment (BFE) Estimate:		$***	**Engine Escalation Data:**	
Seller Purchased Equipment (SPE) Estimate:		$***	**Base Year Index (ECI):**	***
In-Flight Entertainment (IFE) Estimate:		$***	**Base Year Index (CPI):**	***
Deposit per Aircraft:		$***		

Delivery Date	**Number of Aircraft**	**Escalation Factor (Airframe)**	**Escalation Factor (Engine)**	**Serial Number**	**Escalation Estimate Adv Payment Base Price Per A/P**	**Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):** ***	***	***	***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***

Table 1—Rolls Royce Engines
Purchase Agreement No. 3860
Aircraft Delivery, Description, Price and Advance Payments
(787-8/RR/*)**

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Serial Number	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						***	***	***	***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***
***	***	***	***	***	$ ***	$***	$***	$***	$***

Total: 25

AIRCRAFT CONFIGURATION

between

THE BOEING COMPANY

and

UNITED AIR LINES, INC.

Exhibit A1 to Purchase Agreement Number 3860

BOEING / UNITED AIR LINES, INC. PROPRIETARY

AIRCRAFT CONFIGURATION

relating to

BOEING MODEL 787 AIRCRAFT

The Detail Specification is Boeing document entitled Detail Specification *** revision ***, dated ***. Such Detail Specification will be comprised of those provisions of ***, dated ***, as amended by addendum ***, dated ***, which are applicable to model 787-8 aircraft and as amended to incorporate the optional features listed below, including the effects on Manufacturer's Empty Weight (MEW) and Operating Empty Weight (OEW). Such Options are set forth in Boeing Customer Specified Option Selection Log and Option Data Pages, configuration file (***), dated ***. As soon as practicable, Boeing will make available to Customer the Detail Specification, which will reflect such optional features. The Aircraft Basic Price reflects and includes all effects of such optional features, except such Aircraft Basic Price does not include the price effects of any Buyer Furnished Equipment.

There is no additional processing fee added to the master change price for addition or deletion of catalog options within appropriate lead times.

BOEING PROPRIETARY

Exhibt A1 to
Purchase Agreement No. 2484

Optional Features Item No.	Title	Price Per Aircraft 2006$
***	***	***
***	***	***
***	***	***
***	***	***
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BOEING PROPRIETARY

Exhibit A1 to
Purchase Agreement No. 2484

Optional Features Item No.	Title	Price Per Aircraft 2006$
***	***	$ ***
***	***	$ ***
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***	***	***
***	***	$ ***
	TOTAL OPTIONAL FEATURES	$ ***

In Flight Entertainment Item No.	Title	Price Per Aircraft Fixed$
***	***	***
***	***	***
***	***	***
***	***	***
***	***	***
***	***	***
***	***	***
***	***	***
***	***	$ ***
	TOTAL IN FLIGHT ENTERTAINMENT	$ ***
	TOTAL EXHIBIT A1	$ ***

AIRCRAFT CONFIGURATION

between

THE BOEING COMPANY

and

UNITED AIR LINES, INC.

Exhibit A2 to Purchase Agreement Number 3860

BOEING / UNITED AIR LINES, INC. PROPRIETARY

AIRCRAFT CONFIGURATION

relating to

BOEING MODEL 787-9 AIRCRAFT

The Airframe Price in Table 1 was established utilizing the 787 Airplane Description and Selections *** Revision *** dated ***. The content of this Exhibit A2 will be defined pursuant to the provisions of Letter Agreement UAL-PA-03860-LA-1209264, Open Configuration Matters – 787-9 Aircraft, to the Purchase Agreement.

AIRCRAFT DELIVERY REQUIREMENTS AND RESPONSIBILITIES

between

THE BOEING COMPANY

And

UNITED AIR LINES, INC.

Exhibit B to Purchase Agreement Number 3860

BOEING / UNITED AIR LINES, INC. PROPRIETARY

AIRCRAFT DELIVERY REQUIREMENTS AND RESPONSIBILITIES

relating to

BOEING MODEL 787 AIRCRAFT

Both Boeing and Customer have certain documentation and approval responsibilities at various times during the construction cycle of Customer's Aircraft that are critical to making the delivery of each Aircraft a positive experience for both parties. This Exhibit B documents those responsibilities and indicates recommended completion deadlines for the actions to be accomplished. If Customer *** to *** any *** for an Aircraft, such *** the Purchase Agreement provided that Customer *** Boeing to *** a *** that will *** Boeing's manufacturing operations *** in delivery of the affected Aircraft.

1. GOVERNMENT DOCUMENTATION REQUIREMENTS.

Certain actions are required to be taken by Customer in advance of the scheduled delivery month of each Aircraft with respect to obtaining certain government issued documentation.

1.1 Airworthiness and Registration Documents.

Not later than *** months prior to delivery of each Aircraft, Customer will notify Boeing of the registration number to be painted on the side of the Aircraft. In addition, and not later than *** months prior to delivery of each Aircraft, Customer will, by letter to the regulatory authority having jurisdiction, authorize the temporary use of such registration numbers by Boeing during the pre-delivery testing of the Aircraft.

Customer is responsible for furnishing any Temporary or Permanent Registration Certificates required by any governmental authority having jurisdiction to be displayed aboard the Aircraft after delivery.

1.2 Certificate of Sanitary Construction.

1.2.1 U.S. Registered Aircraft. Boeing will obtain from the United States Public Health Service, a United States Certificate of Sanitary Construction to be displayed aboard each Aircraft after delivery to Customer.

1.2.2 Non-U.S. Registered Aircraft. If, for any non-U.S. registered Aircraft, Customer requires a United States Certificate of Sanitary Construction at the time of delivery of the Aircraft, Customer will give written notice

thereof to Boeing at least *** months prior to delivery. Boeing will then use its reasonable best efforts to obtain the Certificate from the United States Public Health Service and present it to Customer at the time of Aircraft delivery.

1.3 Customs Documentation.

1.3.1 Import Documentation. If the Aircraft is intended to be exported from the United States, Customer must notify Boeing not later than 3 months prior to delivery of each Aircraft of any documentation required by the customs authorities or by any other agency of the country of import.

1.3.2 General Declaration - U.S. If the Aircraft is intended to be exported from the United States, Boeing will prepare Customs Form 7507, General Declaration, for execution by U.S. Customs immediately prior to the ferry flight of the Aircraft. For this purpose, Customer will furnish to Boeing not later than *** days prior to delivery all information required by U.S. Customs or U.S. Immigration and Naturalization Service, including without limitation (i) a complete crew and passenger list identifying the names, birth dates, passport numbers and passport expiration dates of all crew and passengers and (ii) a complete ferry flight itinerary, including point

of exit from the United States for the Aircraft.

If Customer intends, during the ferry flight of an Aircraft, to land at a U.S. airport after clearing Customs at delivery, Customer must notify Boeing not later than *** days prior to delivery of such intention. If Boeing receives such notification, Boeing will provide to Customer the documents constituting a Customs permit to proceed, allowing such Aircraft to depart after any such landing. Sufficient copies of completed Form 7507, along with passenger manifest, will be furnished to Customer to cover U.S. stops scheduled for the ferry flight.

1.3.3 Export Declaration - U.S. If the Aircraft is intended to be exported from the United States, Boeing will prepare Form 7525V and, immediately prior to the ferry flight, will submit such Form to U.S. Customs in Seattle in order to obtain clearance for the departure of the Aircraft, including any cargo, from the United States. U.S. Customs will deliver the Export Declaration to the U.S. Department of Commerce after export.

2. INSURANCE CERTIFICATES.

Unless provided earlier, Customer will provide to Boeing not later than *** days prior to delivery of the first Aircraft, a copy of the requisite annual insurance certificate in accordance with the requirements of Article 8 of the AGTA.

3. NOTICE OF FLYAWAY CONFIGURATION.

Not later than *** days prior to delivery of the Aircraft, Customer will provide to Boeing a configuration letter stating the requested "flyaway configuration" of the Aircraft for its ferry flight. This configuration letter should include:

(i) the name of the company which is to furnish fuel for the ferry flight and any scheduled post-delivery flight training, the method of payment for such fuel, and fuel load for the ferry flight;

(ii) the cargo to be loaded and where it is to be stowed on board the Aircraft, the address where cargo is to be shipped after flyaway and notification of any hazardous materials requiring special handling;

(iii) any BFE equipment to be removed prior to flyaway and returned to Boeing BFE stores for installation on Customer's subsequent Aircraft;

(iv) a complete list of names and citizenship of each crew member and non-revenue passenger who will be aboard the ferry flight; and

(v) a complete ferry flight itinerary.

4. DELIVERY ACTIONS BY BOEING.

4.1 Schedule of Inspections. All inspections of the Aircraft by FAA, Boeing, Customer and, if required, U.S. Customs Bureau will be scheduled by Boeing for completion prior to delivery or departure of the Aircraft. Boeing will inform Customer of such schedules.

4.2 Schedule of Demonstration Flights. All FAA and Customer demonstration flights will be scheduled by Boeing for completion prior to delivery of the Aircraft.

4.3 Schedule for Customer's Flight Crew. Boeing will inform Customer of the date that a flight crew is required for acceptance routines associated with delivery of the Aircraft.

4.4 Fuel Provided by Boeing. Boeing will provide to Customer, without charge, the amount of fuel shown in U.S. gallons in the table below for the model of Aircraft being delivered and full capacity of engine oil at the time of delivery or prior to the ferry flight of the Aircraft.

Aircraft Model	Fuel Provided
787	***

4.5 Flight Crew and Passenger Consumables. Boeing will provide reasonable quantities of food, trash bags in the galleys, coat hangers, towels, toilet tissue, drinking cups and soap for the first segment of the ferry flight for the Aircraft.

4.6 Delivery Papers, Documents and Data. Boeing will have available at the time of delivery of the Aircraft certain delivery papers, documents and data for execution and delivery. Prior to ticketing the Aircraft, Customer will provide Company Aircraft Maintenance Logs for Boeing Airworthiness Release stamp and/or signature, and after delivery but prior to Aircraft departure, load software as required by Customer per Letter Agreement UAL-PA-03860-LA-1209417 for ferry flight to destination. If title for the Aircraft will be transferred to Customer through a Boeing sales subsidiary and if the Aircraft will be registered with the FAA, Boeing will pre-position in Oklahoma City, Oklahoma, for filing with the FAA at the time of delivery of the Aircraft an executed original Form 8050-2, Aircraft Bill of Sale, indicating transfer of title to the Aircraft from Boeing's sales subsidiary to Customer.

4.7 Delegation of Authority. If specifically requested in advance by Customer, Boeing will present a certified copy of a Resolution of Boeing's Board of Directors, designating and authorizing certain persons to act on its behalf in connection with delivery of the Aircraft.

5. DELIVERY ACTIONS BY CUSTOMER.

5.1 Aircraft Radio Station License. At delivery of the Aircraft Customer will provide its Aircraft Radio Station License to be placed on board the Aircraft following delivery.

5.2. Aircraft Flight Log. At delivery of the Aircraft Customer will provide the Aircraft Flight Log for the Aircraft.

5.3 Delegation of Authority. Customer will present to Boeing at delivery of the Aircraft an original or certified copy of Customer's Delegation of Authority designating and authorizing certain persons to act on its behalf in connection with delivery of the specified Aircraft.

ESCALATION ADJUSTMENT

AIRFRAME AND OPTIONAL FEATURES

between

THE BOEING COMPANY

and

UNITED AIR LINES, INC.

Supplemental Exhibit AE1 to Purchase Agreement Number 3860

BOEING / UNITED AIR LINES, INC. PROPRIETARY

1. Formula

Airframe and Optional Features price adjustments (Airframe Price Adjustment) are used to *** to be stated in *** at the signing of this Purchase Agreement and to *** to be *** at *** for the *** of ***. The Airframe Price Adjustment will be *** at the *** of Aircraft delivery in accordance with the following formula:

***

Where:

***

***

*** where *** is the *** (as set forth in Table *** of this Purchase Agreement)

***

*** where *** is the *** (as set forth in Table *** of this Purchase Agreement)

*** *** plus *** (as set forth in Table *** of this Purchase Agreement).

*** is a *** determined using the ***, calculated by establishing a *** arithmetic average value (expressed as a decimal and rounded to the nearest tenth) using the values for the *** the month of scheduled delivery of the applicable Aircraft. As the *** values are only released on a *** basis, the value released for the *** will be used for the ***; the value for *** used for ***; the value for *** used for ***; and the value for *** used for ***.

*** is a *** determined using the ***, calculated as a *** arithmetic average of the released monthly values (expressed as a decimal and rounded to the nearest tenth) using the values for the *** prior to the month of scheduled delivery of the applicable Aircraft.

As an example, for an Aircraft scheduled to be delivered in the month of ***, the months *** of the *** will be utilized in determining the value of *** and ***.

Note: i. In determining the values of *** and ***, all calculations and resulting values will be expressed as a decimal rounded to the nearest ten-thousandth.

ii. *** is the numeric ratio attributed to *** in the Airframe Price Adjustment formula.

iii. *** is the numeric ratio attributed to *** in the Airframe Price Adjustment formula.

iv. The *** are the actual average values reported by the ***. The actual average values are calculated as a *** arithmetic average of the released monthly values (expressed as a decimal and rounded to the nearest tenth) using the values for the *** the airframe base year. The applicable base year and corresponding denominator is provided by Boeing in Table 1 of this Purchase Agreement.

v. The final value of *** will be rounded to the nearest dollar.

vi. The *** if it will *** in the ***.

2. Values to be Used if *** Are Not Available.

2.1 If the *** substantially revises the methodology used for the determination of the values to be used to determine the *** and *** values (in contrast to benchmark adjustments or other corrections of previously released values), or for any reason has not released values needed to determine the applicable Airframe Price Adjustment, the parties will, prior to the delivery of any such Aircraft, select a substitute from other *** or ***. Such substitute will result in the same adjustment, insofar as possible, as would have been calculated utilizing the original values adjusted for fluctuation during the applicable time period. However, if within *** months after delivery of the Aircraft, the *** should resume releasing values for the months needed to determine the Airframe Price Adjustment; *** will be used *** or *** in the *** for the *** from that *** at the *** of *** of ***.

2.2 Notwithstanding Article 2.1 above, if prior to the scheduled delivery month of an Aircraft the *** changes the *** for determination of the *** and *** values as defined above, such *** will be *** in the ***.

2.3 In the event escalation provisions are made non-enforceable or otherwise rendered void by any agency of the United States Government, the parties agree, to the extent they may lawfully do so, to *** the *** of any *** to *** an *** for *** or *** with the *** of *** of this *** in *** and *** since *** of the *** to the *** in the ***.

2.4 If within *** of Aircraft delivery, the published index values are revised due to an acknowledged error by the Bureau of Labor Statistics, the Airframe Price Adjustment will be *** (this does not include those values noted as preliminary by

the ***). A *** or *** will be issued *** for the period of original invoice to issuance *** or ***.

Note: i. The values released by the *** and available to Boeing *** prior to the first day of the scheduled delivery month of an Aircraft will be used to determine the *** and *** values for the applicable months (including those noted as preliminary by the ***) to calculate the Airframe Price Adjustment for the Aircraft invoice at the time of delivery. The values will be considered final and *** will be made after Aircraft delivery for any *** in ***, subject always to ***.

ii. The maximum number of digits to the right of the decimal after rounding utilized in any part of the Airframe Price Adjustment equation will be 4, where rounding of the fourth digit will be increased to the next highest digit when the 5th digit is equal to 5 or greater.

BUYER FURNISHED EQUIPMENT VARIABLES

between

THE BOEING COMPANY

and

UNITED AIR LINES, INC.

Supplemental Exhibit BFE1 to Purchase Agreement Number 3860

BOEING / UNITED AIR LINES, INC. PROPRIETARY

BUYER FURNISHED EQUIPMENT VARIABLES

relating to

787-8 AIRCRAFT

This Supplemental Exhibit BFE1 contains vendor selection dates, on-dock dates and other variables applicable to the Aircraft.

1. Supplier Selection.

Customer will:

1.1 Select and notify Boeing of the suppliers and part numbers of the following Buyer Furnished Equipment (BFE) items by the following dates:

(date to be determined, if BFE is applicable)

2. On-dock Dates

On or before *(date to be determined, if BFE is applicable)*, Boeing will provide to Customer a BFE Requirements On-Dock/Inventory Document (BFE Document) or an electronically transmitted BFE Report which may be periodically revised, setting forth the items, quantities, on-dock dates and shipping instructions relating to the in-sequence installation of BFE. For planning purposes, a preliminary BFE on-dock schedule is set forth below:

Item	Preliminary On-Dock Dates **[Month of Delivery:]**	
	Aircraft	Aircraft
(date to be determined, if BFE is applicable)		

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787 CUSTOMER SUPPORT DOCUMENT

between

THE BOEING COMPANY

and

UNITED AIR LINES, INC.

Supplemental Exhibit CS1 to Purchase Agreement Number 3860

This document contains:

Part 1:Boeing Maintenance and Flight Training Programs; Operations Engineering Support

Part 2:Field Services and Engineering Support Services

Part 3:Technical Information and Materials

Part 4:Alleviation or Cessation of Performance

Part 5:Protection of Proprietary Information and Proprietary Materials

787 CUSTOMER SUPPORT DOCUMENT

PART 1: BOEING MAINTENANCE AND FLIGHT TRAINING PROGRAMS; OPERATIONS ENGINEERING SUPPORT

1. Boeing Training Programs.

Boeing will provide maintenance training, cabin attendant training, and flight training programs to support the introduction of the Aircraft into service as provided in this Supplemental Exhibit CS1.

1.1 Customer is awarded *** points **(Training Points)** ***. At any time before *** months after delivery of Customer's last Aircraft **(Training Program Period)** Customer may exchange Training Points for any of the training courses described on Attachment A at the point values described on Attachment A or for other training Boeing may identify at specified point values. At the end of the Training Program Period any *** will expire. For clarity, the Training Program Period is estimated to start no earlier than *** months prior to Customer's initial Aircraft deliveries. Actual start dates and schedules will be coordinated at the planning conference, which per Article 2.1 below is estimated to occur approximately *** months prior to Aircraft entry into service.

1.2 In addition to the training provided in Article 1.1, Boeing will provide to Customer the following training and services:

1.2.1 *** model specific instruction; *** classes of *** students;

1.2.2 *** model specific instruction in Boeing's regularly scheduled courses; schedules are published yearly.

1.2.3 Additional Flight Operations Services:

a. Boeing flight crew personnel to assist in ferrying the first Aircraft to Customer's main base;

b. *** for *** Man Days (as defined in Article 5.4, below) for revenue service training assistance;

c. An *** to visit Customer *** months after revenue service training to review Customer's flight crew operations for a *** period.

If any part of the training described in this Article 1.2 is not completed by Customer within *** months after the delivery of the last Aircraft, Boeing will have no obligation to provide such training.

2. Training Schedule and Curricula.

2.1 Customer and Boeing will together conduct planning conferences approximately *** months before the scheduled delivery month of the first Aircraft of a model to define and schedule the *** training programs. At the conclusion of each planning conference the parties will document Customer's course selection, training schedule, and, if applicable, Training Point application and remaining Training Point balance.

2.2 Customer may also request training by written notice to Boeing identifying desired courses, dates and locations. Within *** days of Boeing's receipt of such request Boeing will provide written response to Customer confirming whether the requested courses are available at the times and locations requested by Customer.

3. Location of Training.

3.1 Boeing will conduct all training at any of its or its wholly-owned subsidiaries' training facilities equipped for the model of Aircraft. Customer shall decide on the location or mix of locations for training, subject to space being available in the desired courses at the selected training facility on the dates desired.

3.2 If requested by Customer, Boeing will conduct the classroom portions of the maintenance and flight training (except for the Performance Engineer training courses) at a mutually acceptable alternate training site, subject to the following conditions:

3.2.1 Customer will provide acceptable classroom space, simulators (as necessary for flight training) and training equipment required to present the courses;

3.2.2 Customer will pay Boeing's portal to portal actual expenses for lodging, ground transportation, laundry, baggage handling, communication costs and per diem meal charge for each Boeing instructor for each day, or fraction thereof, that the instructor is away from his home location, including travel time;

3.2.3 Customer will provide, or will reimburse Boeing for the actual costs of round-trip transportation for Boeing's instructors and the shipping costs of training Materials (as defined in Part 3 paragraph 1 of this Supplemental Exhibit CS1), which must be shipped to the alternate training site;

3.2.4 Customer will be responsible for all taxes, fees, duties, licenses, permits and similar expenses incurred by Boeing and its employees as a result of Boeing's providing training at the alternate site or incurred as a result of Boeing providing revenue service training; and

3.2.5 Those portions of training that require the use of training devices not available at the alternate site will be conducted at Boeing's facility or at some other alternate site. Customer will be responsible for additional expenses, if any, which result from the use of such alternate site.

4. Training Materials.

Boeing will provide training Materials for each student (Training Materials). In addition, if requested by Customer, one complete set of Training Materials will be provided for use in Customer's own training program. Training Materials may be used only for either (i) the individual student's reference during Boeing provided training and for review thereafter or (ii) Customer's provision of training to individuals directly employed by the Customer.

5. Additional Terms and Conditions.

5.1 All training will reflect an airplane configuration defined by (i) Boeing's standard configuration specification for 787 aircraft,

(ii) Boeing's standard configuration specification for the minor model of 787 aircraft selected by Customer, and (iii) any Optional Features selected by Customer from Boeing's standard catalog of Optional Features. Upon Customer's request, Boeing may provide training customized to reflect other elements of Customer's Aircraft configuration subject to a mutually acceptable price, schedule, scope of work and other applicable terms and conditions.

5.2 All training will be provided in the English language. If translation is required, Customer will provide interpreters.

5.3 Customer will be responsible for all expenses of Customer's personnel except that in the Puget Sound region of Washington State Boeing will transport Customer's personnel between their local lodgings and Boeing's training facility.

5.4 Boeing *** personnel will not be required to work more than *** days per week, or more than *** hours in any one 24-hour period (Man Day), of which not more than *** hours per ***-hour workday will be spent in actual flying. These foregoing restrictions will not apply to ferry assistance or revenue service training services, which will be governed by FAA rules and regulations.

5.5 **Normal Line Maintenance** is defined as line maintenance that Boeing might reasonably be expected to furnish for flight crew training at Boeing's facility, and will include ground support and Aircraft storage in the open, but will not include provision of spare parts. Boeing will provide Normal Line Maintenance services for any Aircraft while the Aircraft is used for flight crew training at Boeing's facility in accordance with the Boeing Maintenance Plan (Boeing document ***) and the Repair Station Operation and Inspection Manual (Boeing document ***). Customer will provide such services if *** training is conducted elsewhere. Regardless of the location of such training, Customer will be responsible for providing all maintenance items (other than those included in Normal Line Maintenance) required during the training, including, but not limited to, fuel, oil, landing fees and spare parts.

5.6 If the training is based at Boeing's facility and the Aircraft is damaged during such training, *** will make all necessary repairs to the Aircraft as promptly as possible. *** will pay Boeing's reasonable charge, including the price of parts and materials, for making the repairs. If *** estimated labor charge for the repair exceeds ***, *** and *** will enter into an agreement for additional services before beginning the repair work.

5.7 If the flight training is based at Boeing's facility, several airports in the surrounding area may be used, at Boeing's option, which shall be identified by Boeing at the flight training planning conference. Unless otherwise agreed in the flight training planning conference, it will be Customer's responsibility to make arrangements for the use of such airports.

5.8 If Boeing agrees to make arrangements on behalf of Customer for the use of airports for flight training, Boeing will pay on Customer's behalf any landing fees charged by any airport used in conjunction with the flight training. At least *** days before flight training, Customer will provide Boeing an open purchase order against which Boeing will invoice Customer for any landing fees Boeing paid on Customer's behalf. The invoice will be submitted to Customer approximately *** days after flight training is completed, when all landing fee charges have been received and verified. Customer will pay the invoiced amount to Boeing within *** days of the date of the invoice.

5.9 If requested by Boeing, in order to provide the flight training or ferry flight assistance, Customer will make available to Boeing an Aircraft after delivery to familiarize Boeing instructor or ferry flight crew personnel with such Aircraft. If flight of the Aircraft is required for any Boeing instructor or ferry flight crew member to maintain an FAA license for flight proficiency or landing currency, Boeing will be responsible for the costs of fuel, oil, landing fees and spare parts attributable to that portion of the flight.

787 CUSTOMER SUPPORT DOCUMENT

PART 2: FIELD AND ENGINEERING SUPPORT SERVICES

1. Field Service Representation.

Boeing will furnish field service representation to advise Customer with respect to the maintenance and operation of the Aircraft (**Field Service Representatives**).

1.1 Field Service Representatives will be available at or near Customer's main maintenance or engineering facility beginning before the scheduled delivery month of the first Aircraft and ending *** months after delivery of the last Aircraft covered by a specific purchase agreement.

1.2 When a Field Service Representative is positioned at Customer's facility, Customer will provide, at no charge to Boeing, suitable furnished office space and office equipment, including internet capability for electronic access of data, at the location where Boeing is providing Field Service Representatives. As required, Customer will assist each Field Service Representative with visas, work permits, customs, mail handling, identification passes and formal introduction to local airport authorities.

1.3 Boeing's Field Service Representatives are assigned to various airports and other locations around the world. Whenever Customer's Aircraft are operating through any such airport, the services of Boeing's Field Service Representatives are available to Customer.

2. Engineering Support Services.

2.1 Boeing will, if requested by Customer, provide technical advisory assistance from the Seattle area or at a base designated by Customer as appropriate for any Aircraft or Boeing Product (as defined in Part 1 of Exhibit C of the AGTA). Technical advisory assistance provided will include:

2.1.1 Analysis of the information provided by Customer to determine the probable nature and cause of operational problems and suggestion of possible solutions.

2.1.2 Analysis of the information provided by Customer to determine the nature and cause of unsatisfactory schedule reliability and the suggestion of possible solutions.

2.1.3 Analysis of the information provided by Customer to determine the nature and cause of unsatisfactory maintenance costs and the suggestion of possible solutions.

2.1.4 Analysis and commentary on Customer's engineering releases relating to structural repairs not covered by Boeing's Structural Repair Manual including those repairs requiring advanced composite structure design.

2.1.5 Analysis and commentary on Customer's engineering proposals for changes in, or replacement of, systems, parts, accessories or equipment manufactured to Boeing's detailed design. Boeing will not analyze or comment on any major structural change unless Customer's request for such analysis and comment includes complete detailed drawings, substantiating information (including any information required by applicable government agencies), all stress or other appropriate analyses, and a specific statement from Customer of the substance of the review and the response requested.

2.1.6 *** evaluation of Customer's technical facilities, tools and equipment for servicing and maintaining 787 aircraft, recommendation of changes where necessary and assistance in the formulation of an initial maintenance plan for the introduction of the first Aircraft into service.

2.1.7 Assistance with the analysis and preparation of performance data to be used in establishing operating practices and policies for Customer's operation of Aircraft.

2.1.9 Assistance with interpretation of the minimum equipment list, the definition of the configuration deviation list and the analysis of individual Aircraft performance.

2.1.9 Assistance with solving operational problems associated with delivery and route-proving flights.

2.1.10 Information regarding significant service items relating to Aircraft performance or flight operations.

2.1.11 Operations engineering support during the ferry flight of an Aircraft.

2.1.12 Assistance in developing an Extended Twin Operations (ETOPs) plan for regulatory approval.

2.2 Boeing will, if requested by Customer, perform work on an Aircraft after delivery but prior to the initial departure flight or upon the return of the Aircraft to Boeing's facility prior to completion of that flight. The following conditions will apply to Boeing's performance:

2.2.1 Boeing may rely upon the commitment authority of the Customer's personnel requesting the work.

2.2.2 As title and risk of loss has passed to Customer, the insurance provisions of Article 8.2 of the AGTA apply.

2.2.3 The provisions of the Boeing Warranty in Part 2 of Exhibit C of the AGTA apply.

2.2.4 Customer will pay Boeing for requested work not covered by the Boeing Warranty, if any.

2.2.5 The DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions in Article 11 of Part 2 and Article 3.8 of Part 6 of Exhibit C of the AGTA apply.

2.3 Boeing may, at Customer's request, provide services other than those described in Articles 2.1 and 2.2 of this Supplemental Exhibit CS1 for an Aircraft after delivery, which may include, but not be limited to, retrofit kit changes (kits and/or information), training, flight services, maintenance and repair of Aircraft (Additional Services). Such Additional Services will be subject to a mutually acceptable price, schedule, scope of work and other applicable terms and conditions. The DISCLAIMER AND RELEASE and the EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions in Article 11 of Part 2 of Exhibit C of the AGTA and the insurance provisions

in Article 8.2 of the AGTA will apply to any such work. Title to and risk of loss of any such Aircraft will always remain with Customer.

787 CUSTOMER SUPPORT DOCUMENT

PART 3: TECHNICAL INFORMATION AND MATERIALS

1. General.

Materials are defined as any and all items that are created by Boeing or a third party, which are provided directly or indirectly from Boeing and serve primarily to contain, convey or embody information. Materials may include either tangible embodiments (for example, documents or drawings), or intangible embodiments (for example, software and other electronic forms) of information but excludes Aircraft Software. **Aircraft Software** is defined as software that is installed on and used in the operation of the Aircraft.

Customer Information is defined as that data provided by Customer to Boeing which falls into one of the following categories: (i) aircraft operational information (including, but not limited to, flight hours, departures, schedule reliability, engine hours, number of aircraft, aircraft registries, landings, and daily utilization and schedule interruptions for Boeing model aircraft); (ii) summary and detailed shop findings data; (iii) aircraft readiness log data; (iv) non-conformance reports; (v) line maintenance data; (vi) airplane message data, (vii) scheduled maintenance data, and (viii) service bulletin incorporation.

Upon execution by Customer of Boeing's standard form Customer Services General Terms Agreement and Supplemental Agreement for Electronic Access Boeing will provide to Customer through electronic access certain Materials to support the maintenance and operation of the Aircraft. Such Materials will, if applicable, be prepared generally in accordance with Air Transport Association of America (ATA) iSpec 2200, entitled "Specification for Manufacturers" Technical Data." Materials not covered by iSpec 2200 will be provided in a structure suitable for the Material's intended use. Materials will be in English and in the units of measure used by Boeing to manufacture an Aircraft.

2. Materials Planning Conferences.

Customer and Boeing will conduct planning conferences approximately 12 months before the scheduled delivery month of the first Aircraft in order to mutually determine (i) the Materials to be furnished to Customer in support of the Aircraft, (ii) the Customer Information to be furnished by Customer to Boeing, (iii) the update cycles of the Materials to be furnished to Customer, (iv) the update cycles of the Customer Information to be furnished to Boeing, (v) any Customer preparations necessary for Customer's transmittal of Customer Information to Boeing, and (vi) any Customer preparations necessary for Customer's electronic access to the Materials.

3. Technical Data and Maintenance Information.

Boeing will provide technical data and maintenance information equivalent to that traditionally provided in the following manuals and documents. The format for this data and information is not yet determined in all cases. Whenever possible Boeing will provide such data and information through electronic access.

a) Flight Operations Information.

Airplane Flight Manual
Operations Manual and Checklist
Planning and Performance Manual
Weight and Balance Manual
Dispatch Deviation Procedures Guide and Master Minimum Equipment List
Flight Crew Training Manual
Fault Reporting Manual
Performance Engineer's Manual
Jet Transport Performance Methods
FMC Supplemental Data Document
Operational Performance Software
ETOPS Guide Vol. III
Flight Planning and Performance Manual

b) Maintenance Information.

Maintenance Manual
Wiring Diagram Manual
Systems Schematics Manual
Structural Repair Manual
Component Maintenance Manual
Standard Overhaul Practices Manual
Standard Wiring Practices Manual
Non-Destructive Test Manual
Service Bulletins and Index
Corrosion Prevention Manual
Fault Isolation Manual
Power Plant Buildup Manual (except Rolls Royce)
In Service Activity Report
All Operators Letters
Service Letters
Structural Item Interim Advisory

Combined Index
Maintenance Tips
Configuration Data Base Generator User Guide
Production Management Data Base
Baggage/Cargo Loading Manual

c) Maintenance Planning.

Maintenance Review Board Report
Maintenance Planning Data Document
Maintenance Task Cards and Index
Maintenance Inspection Intervals Report
ETOPS Guide Vol. II
Configuration Maintenance and Procedures for Extended Range Operations

d) Spares Information.

Illustrated Parts Catalog
Standards Books

e) Airplane & Airport Information.

Facilities and Equipment Planning Document
Special Tool & Ground Handling Equipment Drawings & Index
Supplementary Tooling Documentation
Illustrated Tool and Equipment List/Manual
Aircraft Recovery Document
Airplane Characteristics for Airport Planning Document
Airplane Rescue and Fire Fighting Document
Engine Ground Handling Document
ETOPS Guide Vol. I

f) Shop Maintenance.

Service Bulletins
Component Maintenance Manuals and Index
Publications Index
Product Support Supplier Directory
Supplier Product Support and Assurance Agreements

g) Fleet Statistical Data and Reporting.

Fleet Message and Fault Data views, charts, and reports

4. Advance Representative Materials.

Boeing will select all advance representative Materials from available sources and whenever possible will provide them through electronic access. Such advance Materials will be for advance planning purposes only.

5. Customized Materials.

All customized Materials will reflect the configuration of each Aircraft as delivered.

6. Revisions.

6.1 The schedule for updating certain Materials will be identified in the planning conference. Such updates will reflect changes to Materials developed by Boeing.

6.2 If Boeing receives written notice that Customer intends to incorporate, or has incorporated, any Boeing service bulletin in an Aircraft, Boeing will update Materials reflecting the effects of such incorporation into such Aircraft.

7. Supplier Technical Data.

7.1 For supplier-manufactured programmed airborne avionics components and equipment classified as Seller Furnished Equipment (**SFE**) or Seller Purchased Equipment (**SPE**) or Buyer Designated Equipment (**BDE**) which contain computer software designed and developed in accordance with Radio Technical Commission for Aeronautics Document No. RTCA/DO-178 dated January 1982, No. RTCA/DO-178A dated March 1985, or later as available, Boeing will request that each supplier of the components and equipment make software documentation available to Customer.

7.2 The provisions of this Article will not be applicable to items of BFE.

7.3 Boeing will furnish to Customer a document identifying the terms and conditions of the product support agreements between Boeing and its suppliers requiring the suppliers to fulfill Customer's requirements for information and services in support of the Aircraft.

8. Buyer Furnished Equipment Data.

Boeing will incorporate BFE line maintenance information into the customized Materials provided Customer makes the information available to Boeing at least *** months prior to the scheduled delivery month of each Aircraft. Boeing will incorporate such BFE line maintenance information into the Materials prior to delivery of each Aircraft reflecting the configuration of that Aircraft as delivered. Upon Customer's

request, Boeing may provide update service after delivery to such information subject to the terms of Part 2, Article 2.3 relating to Additional Services. Customer agrees to furnish all BFE line maintenance information in Boeing's standard digital format.

9. Customer's Shipping Address.

From time to time Boeing may furnish certain Materials or updates to Materials by means other than electronic access. Customer will specify a single address and Customer shall promptly notify Boeing of any change to that address. Boeing will pay the reasonable shipping costs of the Materials. Customer is responsible for any customs clearance charges, duties, and taxes.

PART 4: ALLEVIATION OR CESSATION OF PERFORMANCE

Boeing will not be required to provide any Materials, services, training or other things at a facility designated by Customer if any of the following conditions exist and those conditions would prevent Boeing from performing its services or make the performance of such services impracticable or inadvisable:

1. a labor stoppage or dispute in progress involving Customer;

2. wars or warlike operations, riots or insurrections in the country where the facility is located;

3. any condition at the facility which, in the opinion of Boeing, is detrimental to the general health, welfare or safety of its personnel or their families;

4. the United States Government refuses permission to Boeing personnel or their families to enter into the country where the facility is located, or recommends that Boeing personnel or their families leave the country; or

5. the United States Government refuses permission to Boeing to deliver Materials, services, training or other things to the country where the facility is located.

After the location of Boeing personnel at the facility, Boeing further reserves the right, upon the occurrence of any of such events, to immediately and without prior notice to Customer relocate its personnel and their families.

1. General.

All Materials provided by Boeing to Customer and not covered by a Boeing CSGTA or other agreement between Boeing and Customer defining Customer's right to use and disclose the Materials and included information will be covered by and subject to the terms of the AGTA as amended by the terms of the Purchase Agreement. Title to all Materials containing, conveying or embodying confidential, proprietary or trade secret information (Proprietary Information) belonging to Boeing or a third party (Proprietary Materials), will at all times remain with Boeing or such third party. Customer will treat all Proprietary Materials and all Proprietary Information in confidence and use and disclose the same only as specifically authorized in the AGTA as amended by the terms of the Purchase Agreement, or the CSGTA, and except to the extent required by law.

2. License Grant.

2.1 Boeing grants to Customer a perpetual worldwide, non-exclusive, non-transferable license to use and disclose Proprietary Materials in accordance with the terms and conditions of the AGTA as amended by the terms of the Purchase Agreement. Customer is authorized to make copies of Materials (except for Materials bearing the copyright legend of a third party), and all copies of Proprietary Materials will belong to Boeing and be treated as Proprietary Materials under the AGTA as amended by the terms of the Purchase Agreement. Customer will preserve all proprietary legends, and all copyright notices on all Materials and insure the inclusion of those legends and notices on all copies.

2.2 Customer grants to Boeing a perpetual, world-wide, non-exclusive, non-transferable license to use and disclose Customer Information *** in Boeing data and information products and services provided indicia identifying Customer Information as originating from Customer is removed from such Customer Information.

3. Use of Proprietary Materials and Proprietary Information.

Customer is authorized to use Proprietary Materials and Proprietary Information for the purpose of: (a) operation, maintenance, repair, or modification of Customer's Aircraft for which the Proprietary Materials and Proprietary Information have been specified by Boeing and (b) development and manufacture of training devices and maintenance tools for use by Customer.

4. Providing of Proprietary Materials to Contractors.

Customer is authorized to provide Proprietary Materials to Customer's contractors for the sole purpose of maintenance, repair, or modification of Customer's Aircraft for which the Proprietary Materials have been specified by Boeing. In addition, Customer may provide Proprietary Materials to Customer's contractors for the sole purpose of developing and manufacturing training devices and maintenance tools for Customer's use. Before providing Proprietary Materials to its contractor, Customer will first obtain a written agreement from the contractor by which the contractor agrees (a) to use the Proprietary Materials only on behalf of Customer, (b) to be bound by all of the restrictions and limitations of this Part 5, and (c) that Boeing is a third party beneficiary under the written agreement. Customer agrees to provide copies of all such written agreements to Boeing upon request. A sample agreement acceptable to Boeing is attached as Appendix VII to the AGTA.

5. Providing of Proprietary Materials and Proprietary Information to Regulatory Agencies.

5.1 When and to the extent required by a government regulatory agency having jurisdiction over Customer or an Aircraft, Customer is authorized to provide Proprietary Materials and to disclose Proprietary Information to the agency for use in connection with Customer's operation, maintenance, repair, or modification of such Aircraft. Customer agrees to take all reasonable steps to prevent the agency from making any distribution, disclosure, or additional use of the Proprietary Materials and Proprietary Information provided or disclosed. Customer further agrees to notify Boeing immediately upon learning of any (a) distribution, disclosure, or additional use by the agency

Customer further agrees to notify Boeing immediately upon learning of any (a) distribution, disclosure, or additional use by the agency, (b) request to the agency for distribution, disclosure, or additional use, or (c) intention on the part of the agency to distribute, disclose, or make additional use of Proprietary Materials or Proprietary Information.

5.2 In the event of an Aircraft or Aircraft systems-related incident, the Customer may suspend, or block access to Customer Information pertaining to its Aircraft or fleet. Such suspension may be for an indefinite period of time.

ENGINE ESCALATION AND
ENGINE WARRANTY

between

THE BOEING COMPANY

and

UNITED AIR LINES, INC.

Supplemental Exhibit EE1—GE to Purchase Agreement Number 3860

1. ENGINE ESCALATION.

The Aircraft Basic Price of each Aircraft set forth in Table 1 of the Purchase Agreement ***. The adjustment in Engine Price applicable to each Aircraft (Engine Price Adjustment) will be determined at the time of Aircraft delivery in accordance with the following formula:

***

Where:

***

*** *** where *** is the *** (as set forth in Table *** of this Purchase Agreement)

*** *** where *** is the *** (as set forth in Table *** of this Purchase Agreement)

*** *** per Aircraft (as set forth in Table *** of this Purchase Agreement).

*** is a *** determined using the ***, calculated by establishing a *** arithmetic average value (expressed as a decimal and rounded to the nearest tenth) using the values for the *** the month of scheduled delivery of the applicable Aircraft. As the *** values are only released on a *** basis, the value released for the *** will be used for the ***; the value for *** used for ***; the value for *** used for ***; and the value for *** used for ***.

*** is a *** determined using the ***, calculated as a *** arithmetic average of the released *** (expressed as a decimal and rounded to the nearest tenth) using the values for the *** the month of scheduled delivery of the applicable Aircraft.

As an example, for an Aircraft scheduled to be delivered in the month of ***, the months *** of the preceding year will be utilized in determining the value of *** and ***.

Note: i. In determining the values of *** and ***, all calculations and resulting values will be expressed as a decimal rounded to the nearest ten-thousandth.

ii. *** is the numeric ratio attributed to *** in the Engine Price Adjustment formula.

iii. *** is the numeric ratio attributed to *** in the Engine Price Adjustment formula.

iv. The *** are the actual average values reported by ***. The actual average values are calculated as a *** arithmetic average of the released monthly values (expressed as a decimal and rounded to the nearest tenth) using the values for the *** the Engine Price base year. The applicable base year and corresponding denominator is provided by Boeing in Table *** of this Purchase Agreement.

v. The final value of *** will be rounded to the nearest dollar.

vi. The *** if it will *** in the ***.

2. Values to be Used if *** are Not Available.

2.1 If the *** substantially revises the methodology used for the determination of the values to be used to determine the *** and *** values (in contrast to benchmark adjustments or other corrections of previously released values), or for any reason has not released values needed to determine the applicable Engine Price Adjustment, General Electric Aircraft agrees to meet jointly with Boeing and the Customer (to the extent such parties may lawfully do so) prior to the delivery of any such Aircraft, to select a substitute from other *** data or similar data reported by *** organizations. Such substitute will result in the same adjustment, insofar as possible, as would have been calculated utilizing the original values adjusted for fluctuation during the applicable time period. However, if within *** after delivery of the Aircraft, the *** should resume releasing values for the months needed to determine the ***; such values will be used to determine any *** in the *** for the Engine from that determined at the time of delivery of the Aircraft.

2.2 Notwithstanding Article 2.1 above, if prior to the scheduled delivery month of an Aircraft the *** changes the *** for determination of the *** and *** values as defined above, such *** will be *** in the ***.

2.3 If escalation provisions are made non-enforceable or otherwise rendered void by any agency of the United States Government, the parties agree, to the extent they may lawfully do so, to *** the *** of any *** to *** an *** for *** or *** with the *** of *** of this *** in *** and *** since *** of the *** to the *** in ***.

2.4 If within *** of Aircraft delivery, the published index values are revised due to an acknowledged error by the ***, the Engine Price Adjustment will be *** (this does not include those values noted as preliminary by the ***). A *** or *** will be issued for the *** for the period of original invoice to issuance of *** or ***.

Note: i. The values released by the *** and available to Boeing *** prior to the first day of the scheduled delivery month of an Aircraft will be used to determine the *** and *** values for the applicable months (including those noted as preliminary by the ***) to calculate the Engine Price Adjustment for the Aircraft invoice at the time of delivery. The values will be considered final and *** will be *** for any *** in ***, subject always to paragraph 2.4 above.

ii. The maximum number of digits to the right of the decimal after rounding utilized in any part of the Engine Price Adjustment equation will be 4, where rounding of the fourth digit will be increased to the next highest digit when the 5th digit is equal to 5 or greater.

3. ***

Boeing has obtained from General Electric Company (GE) the right to extend to *** the *** of GE's warranty as set forth below ***; subject, however, to *** acceptance of the conditions set forth herein. Accordingly, *** to *** and *** the *** as hereinafter set forth, and such *** all GEnx type engines (including all Modules and Parts thereof), as such terms are defined in the Warranty (GEnx type Engines)

installed in the Aircraft at the time of delivery or purchased from Boeing by Customer for support of the Aircraft except that, if Customer and GE have executed, or hereinafter execute, a general terms agreement (Engine GTA), then the terms of the Engine GTA shall be substituted for and supersede the provisions of the Warranty and the Warranty shall be of no force or effect and neither Boeing nor GE shall have any obligation arising therefrom. In consideration for *** of the *** to *** hereby *** and *** and *** the *** or *** such GEnx type Engines and *** and ***.

The Warranty is contained in the Warranty and Product Support Plan set forth in Exhibit C to the applicable purchase contract between GE and Boeing. Copies of the Warranty and Product Support Plan shall be provided to Customer by Boeing upon request.

ENGINE ESCALATION AND
ENGINE WARRANTY

between

THE BOEING COMPANY

and

UNITED AIR LINES, INC.

Supplemental Exhibit EE1-RR to Purchase Agreement Number 3860

1. ENGINE ESCALATION.

The Aircraft Basic Price of each Aircraft set forth in Table 1 of the Purchase Agreement ***. The adjustment in Engine Price applicable to each Aircraft (**Engine Price Adjustment**) will be determined at the time of Aircraft delivery in accordance with the following formula:

***

Where:

***

*** per Aircraft (as set forth in Table *** of this Purchase Agreement).

***

Where:

*** is the *** (as set forth in Table *** of this Purchase Agreement);

*** is a *** determined using the ***, calculated by establishing a *** arithmetic average value (expressed as a decimal and rounded to the nearest tenth) using the values for the *** the month of scheduled delivery of the applicable Aircraft. As the *** values are only released on a *** basis, the value released for the *** will be used for the ***; the value released for the *** will be used for the ***; the value released for the *** will be used for the ***; the value released for the *** will be used for the months of ***.

***

***

Where:

*** is the *** (as set forth in Table *** of this Purchase Agreement); and

*** is a *** determined using the ***, calculated as a *** arithmetic average of the released *** (expressed as a decimal and rounded to the nearest tenth) using the values for the *** the month of scheduled delivery of the applicable Aircraft.

As an example, for an Aircraft scheduled to be delivered in the month of ***, the months *** of the preceding year will be utilized in determining the value of ***and ***.

Note:

i. In determining the values of *** and ***, all calculations and resulting values will be expressed as a decimal rounded to the nearest ten-thousandth.

ii. *** is the numeric ratio attributed to *** in the Engine Price Adjustment formula.

iii. *** is the numeric ratio attributed to *** in the Engine Price Adjustment formula.

iv. The ***) are the actual average values reported by ***. The actual average values are calculated as a *** arithmetic average of the released monthly values (expressed as a decimal and rounded to the nearest tenth) using the values for the *** the Engine Price base year. The applicable base year and corresponding denominator is provided by Boeing in Table *** of this Purchase Agreement.

v. The final value of *** will be rounded to the nearest dollar.

vi. The *** if it will *** in the ***.

2. Values to be Utilized in the Event of Unavailability.

2.1 If the *** substantially revises the methodology used for the determination of the values to be used to determine the *** and *** values (in contrast to benchmark adjustments or other corrections of previously released values), or for any reason has not released values needed to determine the applicable Engine Price Adjustment, Rolls-Royce plc agrees to meet jointly with Boeing and the Customer (to the extent such parties may lawfully do so) prior to the delivery of any such Aircraft, to select a substitute from other *** data or similar data reported by *** organizations. Such substitute will result in the same adjustment, insofar as possible, as would have been calculated utilizing the original values adjusted for fluctuation during the applicable time period. However, if within *** after delivery of the Aircraft, the *** should resume releasing values for the months needed to determine the ***; such values will be used to determine any *** in the *** for the Engine from that determined at the time of delivery of the Aircraft.

2.2 Notwithstanding Article 2.1 above, if prior to the scheduled delivery month of an Aircraft the *** changes the *** for determination of the *** and *** values as defined above, such *** will be *** in the ***.

2.3 In the event escalation provisions are made non-enforceable or otherwise rendered void by any agency of the United States Government, the parties agree, to the extent they may lawfully do so, to *** the *** of any *** to *** an *** for *** or *** with the *** of *** of this *** in *** and *** since *** of the *** to the *** in ***.

2.4 If within *** of Aircraft delivery, the published index values are revised due to an acknowledged error by the ***, the Engine Price Adjustment will be *** (this does not include those values noted as preliminary by the ***). A *** or *** will be issued for the *** for the period of original invoice to issuance of *** or ***.

Note:

i. The values released by the *** and available to Boeing *** prior to the first day of the scheduled delivery month of an Aircraft will be used to determine the *** and *** values for the applicable months (including those noted as preliminary by the ***) to calculate the Engine Price Adjustment for the Aircraft invoice at the time of delivery. The values will be considered final and *** will be *** for any *** in ***, subject always to Pragraph 2.4 above.

ii. The maximum number of digits to the right of the decimal after rounding utilized in any part of the Engine Price Adjustment equation will be 4, where rounding of the fourth digit will be increased to the next highest digit when the 5th digit is equal to 5 or greater.

3. ***.

Boeing has obtained from Rolls-Royce plc the right to extend to *** the *** of Rolls-Royce plc's warranty agreement (***); subject, however, to *** acceptance of the conditions set forth therein. Accordingly, *** to *** and *** the ***, and such Warranty shall apply to all Trent 1000 type engine(s), including all Modules and Parts thereof as such terms are defined in the Warranty, installed in the Aircraft at the time of delivery or purchased from Boeing by Customer for support of the Aircraft (Engine(s)) except that, if Customer and Rolls-Royce plc have executed an Engine general terms agreement (**Engine GTA**), then the terms of that Engine GTA shall be substituted for and supersede the provisions of the Warranty and the Warranty shall be of no force or effect and neither Boeing nor Rolls-Royce plc shall have any obligation arising there from. In consideration for *** of the *** to *** hereby *** and ***and *** the *** or *** such Engines and *** and ***. In addition, Customer *** Rolls-Royce plc *** in such Warranty or Engine GTA between Customer and Rolls-Royce plc ***.

The Rolls-Royce plc Warranty is set forth in Exhibit C to the applicable Engine purchase contract between Rolls-Royce plc and Boeing. Copies of the Rolls-Royce plc Warranty shall be provided to Customer by Boeing upon request.

SERVICE LIFE POLICY COMPONENTS

between

THE BOEING COMPANY

and

UNITED AIR LINES, INC.

Supplemental Exhibit SLP1 to Purchase Agreement Number 3860

COVERED SERVICE LIFE COMPONENTS

relating to

BOEING MODEL 787 AIRCRAFT

This is the listing of Covered Components for the Aircraft which relate to Part 3, Boeing Service Life Policy of Exhibit C, Product Assurance Document to the AGTA and is a part of this Purchase Agreement.

1. Wing.

(a) Upper and lower wing skins and stiffeners between the forward and rear wing spars.

(b) Wing spar webs, chords and stiffeners.

(c) Inspar wing ribs.

(d) Inspar splice plates and fittings.

(e) Upper wing fold hinge, end ribs and lower latch lugs.

(f) Main landing gear support structure.

(g) Wing center section lower beams, spanwise beams and floor beams, but not the seat tracks attached to the beams.

(h) Wing-to-body structural attachments.

(i) Engine strut support fittings attached directly to wing primary structure.

(j) Support structure in the wing for spoilers and spoiler actuators; for aileron hinges and reaction links; and for leading edge devices and trailing edge flaps.

(k) Leading edge device and trailing edge flap support system.

(l) Aileron leading edge device and trailing edge flap internal, fixed attachment and actuator support structure.

(m) Winglets.

2. Body.

(a) External surface skins and doublers, longitudinal stiffeners, longerons and circumferential rings and frames between the forward pressure bulkhead and the vertical stabilizer rear spar bulkhead, and structural support and enclosure for the APU but excluding all system components and related installation and connecting devices, insulation, lining, and decorative panels and related installation and connecting devices.

(b) Window and windshield structure but excluding the windows and windshields.

(c) Fixed attachment structure of the passenger doors, cargo doors and emergency exits, excluding door mechanisms and movable hinge components. Sills and frames around the body openings for the passenger doors, cargo doors and emergency exits, excluding scuff plates and pressure seals.

(d) Nose wheel well structure, including the wheel well walls, pressure deck, forward and aft bulkheads, and the gear support structure.

(e) Main gear wheel well structure including pressure deck, bulkheads and landing gear beam support structure.

(f) Floor beams and support posts in the control cab and passenger cabin area, but excluding seat tracks.

(g) Forward and aft pressure bulkheads.

(h) Keel structure between the wing front spar bulkhead and the main gear wheel well aft bulkhead, including splices.

(i) Wing front and rear spar support bulkheads, and vertical and horizontal stabilizer front and rear spar support bulkheads including terminal fittings but excluding all system components and related installation and connecting devices, insulation, lining, and decorative panels and related installation and connecting devices.

(j) Support structure in the body for the stabilizer pivot and stabilizer screw.

3. Vertical Stabilizer.

(a) External skins between front and rear spars.

(b) Front and rear spars including stiffeners.

(c) Attachment fittings between vertical stabilizer and body.

(d) Inspar ribs.

(e) Support structure in the vertical stabilizer for rudder hinges, reaction links and actuators.

(f) Rudder internal, fixed attachment and actuator support structure.

(g) Rudder hinges and supporting ribs, excluding bearings.

4. Horizontal Stabilizer.

(a) External skins between front and rear spars.

(b) Front and rear spars including splices and stiffeners.

(c) Inspar ribs.

(d) Stabilizer splice fittings and pivot and screw support structure.

(e) Support structure in the horizontal stabilizer for the elevator hinges, reaction links and actuators.

(f) Elevator internal, fixed attachment and actuator support structure.

(g) Elevator hinges and supporting ribs, excluding bearings.

5. Engine Strut.

(a) Strut external surface skin and doublers and stiffeners.

(b) Internal strut chords, frames and bulkheads.

(c) Strut to wing fittings and diagonal brace.

(d) Engine mount support fittings attached directly to strut structure.

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6. Main Landing Gear.

(a) Outer cylinder.

(b) Inner cylinder.

(c) Upper and lower side strut, including spindles and universals.

(d) Upper and lower drag strut, including spindles and universals.

(e) Orifice support tube.

(f) Downlock links including spindles and universals.

(g) Torsion links.

(h) Bogie beam.

(i) Axles.

7. Nose Landing Gear.

(a) Outer cylinder.

(b) Inner cylinder, including axles.

(c) Orifice support tube.

(d) Upper and lower drag strut, including lock links.

(e) Steering plates and steering collar.

(f) Torsion links.

(g) Actuator support beam and hanger.

NOTE:The Service Life Policy *** the Covered Components.

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1209247

United Air Lines, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: "787 e-Enabling"—Provision and Loading of Boeing Owned Software in the *** System or Other Onboard Loadable Hardware System.

Reference: Purchase Agreement No. 3860 (the **Purchase Agreement**) between The Boeing Company (**Boeing**) and United Air Lines, Inc. (**Customer**)

Customer Services General Terms Agreement No. 22-1 (the **CSGTA**) between Boeing and Customer, including Supplemental Agreement for Electronic Access (the **SA-EA**), and Supplemental Agreement for e-Enabled (the **SA-eE**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. Customer's Aircraft is equipped with onboard loadable hardware, specifically the *** and the ***. Boeing will install certain Boeing owned software, also referred to in the AGTA and the Purchase Agreement as *** (and not ***), on the *** and on the *** within the *** before fly away. These Materials to be installed on the *** include, but are not limited to, electronic documents (**e-Docs**), *** and the electronic logbook (**E-Logbook**). The *** will be installed on an *** within the ***.

2. Boeing will license and install these Materials on the following conditions:

(i) Notwithstanding any provision to the contrary, these *** are provided and licensed to Customer in accordance with the terms and conditions of the CSGTA, as supplemented by the SA-EA, and the SA-eE, and applicable Software License Orders.

(ii) The DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions in Article 11 of Part 2 of Exhibit C of the AGTA and the insurance provisions of Article 8.2 of the AGTA will apply to Boeing's installation of the Materials.

3. The technical data and maintenance information specified in Article 3 of Part 3 of Supplemental Exhibit CS1 to the Purchase Agreement will be considered *** as defined therein and not *** even when such technical data and maintenance information is provided in *** and is used onboard the Aircraft or loaded into an onboard Aircraft system.

4. Notwithstanding anything to the contrary, (i) the provision, license and access to the *** specified in Article 3 of this Letter Agreement through the ***, (ii) the provision and license of the *** for the *** and the ***, and (iii) the provision and license of other software which may be identified by Boeing from time to time shall be pursuant to the terms of the CSGTA, as supplemented by the SA-EA and the SA-eE, including applicable Software License Orders. The *** Contractor Confidentiality Agreement of the SA-eE shall apply to any provision of the *** to Customer's contractor.

5. The CSGTA and all referenced Supplemental Agreements thereto, including the Software License Orders, must be executed between Boeing and Customer no later than *** days prior to delivery of Customer's first 787 Aircraft. All software applications and *** referenced in Articles 1, 3 and 4 of this Letter Agreement will be further described in the Software Licensed Order for that software application and ***.

Very truly yours,

THE BOEING COMPANY

By /s/ ***
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: September 27, 2012

United Air Lines, Inc.

By /s/ Gerald Laderman
Its Senior Vice President – Finance and Treasurer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1209264

United Air Lines, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: Open Configuration Matters – 787-9 Aircraft

Reference: Purchase Agreement No. 3860 (the **Purchase Agreement**) between The Boeing Company (**Boeing**) and United Air Lines, Inc. (**Customer**) relating to Model 787 aircraft (the **Aircraft**)

This Letter Agreement amends and supplements the Purchase Agreement. All terms used and not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. Aircraft Configuration.

The configuration for Customer's model 787-9 Aircraft will be the same as that for Continental Airlines, Inc. Upon Continental Airlines, Inc. completion of the model 787-9 aircraft configuration, Boeing and Customer agree to incorporate the same amendments to the Purchase Agreement as those required to amend the Continental Airlines purchase agreement no. 2484 to incorporate such model 787-9 aircraft configuration.

Very truly yours,

THE BOEING COMPANY

By /s/ ***
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: September 27, 2012

United Air Lines, Inc.

By /s/ Gerald Laderman
Its Senior Vice President – Finance and Treasurer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1209265

United Air Lines, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: Option Aircraft

Reference: Purchase Agreement 3860 (the **Purchase Agreement**) between The Boeing Company (**Boeing**) and United Air Lines, Inc. (**Customer**) relating to Model 787 aircraft (the Aircraft)

This Letter Agreement amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

Boeing agrees to manufacture and sell to Customer up to *** Model 787-9 aircraft as **Option Aircraft**. The model, delivery months, number of aircraft, Advance Payment Base Price per aircraft and advance payment schedule are listed in Attachment A to this Letter Agreement (the **Attachment**).

1. Aircraft Description and Changes

1.1 Aircraft Description: The Option Aircraft are described by the Detail Specification listed in the Attachment, and subject to the items in section 1.2 below.

1.2 Changes: The Detail Specification will be revised to include:

(i) Changes applicable to the basic Model 787 aircraft which are developed by Boeing between the date of the Detail Specification and the signing of the definitive agreement to purchase the Option Aircraft;

(ii) Changes required to obtain required regulatory certificates; and

(iii) Changes mutually agreed upon.

2. Price

2.1 The pricing elements of the Option Aircraft are listed in the Attachment A to this Letter Agreement.



2.2 Price Adjustments.

2.2.1 Optional Features. The Optional Features Prices that will be identified in the definitive agreement for the Option Aircraft will equal (i) the Optional Features Prices as of ***

2.2.2 Escalation Adjustments. The Airframe Price and the Optional Features Prices for Option Aircraft will be escalated on the same basis as the Aircraft, and will be adjusted to Boeing's then-current escalation provisions as of the date of execution of the definitive agreement for the Option Aircraft.

The engine manufacturer's current escalation provisions, listed in Exhibit Supplement EE1 to the Purchase Agreement, have been *** to the months of scheduled delivery using commercial forecasts to calculate the Advance Payment Base Price listed in the Attachment to this Letter Agreement. The engine escalation provisions *** by the engine manufacturer *** the Option Aircraft.

2.2.3 Base Price Adjustments. The Airframe Price and the Engine Price of the Option Aircraft will be adjusted to Boeing's and the engine manufacturer's *** prices as of *** the Option Aircraft.

3. Payment.

3.1 Customer will pay a deposit to Boeing in the amount shown in the Attachments for each Option Aircraft (**Option Deposit**), on the date of this Letter Agreement. If Customer exercises an option, the Option Deposit will be credited against the first advance payment due. ***

3.2 If Customer exercises its option to acquire an Option Aircraft, advance payments in the amounts and at the times listed in the Attachment will be payable for that Option Aircraft. The remainder of the Aircraft Price for that Option Aircraft will be paid at the time of delivery.

4. Option Exercise.

Customer may exercise an option to acquire an Option Aircraft by giving written notice to Boeing no later than *** prior to the first business day of the applicable delivery month listed in the Attachment (**Option Exercise Date**).

5. Contract Terms.

Boeing and Customer will use their best efforts to reach a definitive agreement for the purchase of an Option Aircraft, including the terms and conditions contained in this Letter Agreement, in the Purchase Agreement, and other terms and conditions as may be agreed upon to add the Option Aircraft to the Purchase Agreement as an Aircraft. If the parties have not entered into a definitive agreement within *** following option exercise, either party may terminate the purchase of such Option Aircraft by giving written notice to the other within ***. If Customer and Boeing fail to enter into such definitive agreement, Boeing will retain the Option Deposit for that Option Aircraft ***.



Very truly yours,

THE BOEING COMPANY

By /s/ ***
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: September 27, 2012

United Air Lines, Inc.

By /s/ Gerald Laderman
Its Senior Vice President – Finance and Treasurer

Attachment A to
Option Aircraft Letter UAL-PA-03860-1209265
787-* Option Aircraft Delivery, Description, Price and Advance Payments**
(787-*/GE/***)**

Airframe Model/MTOW:	787-***	***	**Detail Specification:**	***	
Engine Model/Thrust:	GENX-1B***		**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$***			
Sub-Total of Airframe and Features:		$***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		$***	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		$***	**Base Year Index (CPI):**	***	

Aircraft Basic Price (Excluding BFE/SPE):	$***	**Base Year Index (CPI):**	***
Buyer Furnished Equipment (BFE) Estimate:	$***	**Engine Escalation Data:**	
Seller Purchased Equipment (SPE) Estimate:	$***	**Base Year Index (ECI):**	***
		Base Year Index (CPI):	***
***** Deposit/Aircraft at Def Agreemt:**	$***		

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1209409

United Air Lines, Inc.
77 West Wacker Drive
Chicago, IL 60601-0100

Subject: Spare Parts Initial Provisioning

Reference: a) Purchase Agreement No. 3860 (the Purchase Agreement) between The Boeing Company (Boeing) and United Air Lines, Inc. (Customer) relating to Model 787-8 aircraft (the Aircraft)

b) Customer Services General Terms Agreement No. 22-1 (CSGTA) between Boeing and Customer

This letter agreement (Letter Agreement) is entered into on the date below and amends and supplements the CSGTA. All capitalized terms used but not defined in this Letter Agreement have the same meaning as in the CSGTA, except for "Aircraft" which will have the meaning as defined in the Purchase Agreement.

In order to define the process by which Boeing and Customer will (i) identify those Spare Parts and Standards critical to Customer's successful introduction of the Aircraft into service and its continued operation, (ii) place Orders under the provisions of the CSGTA as supplemented by the provisions of this Letter Agreement for those Spare Parts and Standards, and (iii) manage the return of certain of those Spare Parts which Customer does not use, the parties agree as follows.

1. Definitions.

"**Provisioning Data**" means the documentation provided by Boeing to Customer, including but not limited to the Recommended Spare Parts List (RSPL), identifying all Boeing initial provisioning requirements for the Aircraft.

"**Provisioning Items**" means the Spare Parts and Standards identified by Boeing as initial provisioning requirements in support of the Aircraft, excluding special tools, ground support equipment (GSE), quick engine change (QEC) kits, engines and engine parts.

"**Provisioning Products Guide**" means the Boeing Manual D6-81834 entitled "Spares Provisioning Products Guide".



2. Phased Provisioning.

2.1 Provisioning Products Guide. Prior to the initial provisioning meeting Boeing will furnish to Customer a copy of the Provisioning Products Guide.

2.2 Initial Provisioning Meeting. If requested by Customer, the parties will conduct an initial provisioning meeting where the procedures, schedules, and requirements for training will be established to accomplish phased provisioning of Spare Parts and Standards for the Aircraft in accordance with the Provisioning Products Guide.

2.3 Provisioning Data. During the initial provisioning meeting Customer will provide to Boeing the operational parameter information described in Chapter 6 of the Provisioning Products Guide. After review and acceptance by Boeing of such Customer information, Boeing will prepare the Provisioning Data. Such Provisioning Data will be furnished to Customer on or about *** days after Boeing finalizes the engineering drawings for the Aircraft. The Provisioning Data will be as complete as possible and will cover Provisioning Items selected by Boeing for review by Customer for initial provisioning of Spare Parts and Standards for the Aircraft. Boeing will furnish to Customer revisions to the Provisioning Data until approximately *** days following delivery of the last Aircraft or until the delivery configuration of each of the Aircraft is reflected in the Provisioning Data, whichever is later.

2.4 Buyer Furnished Equipment (BFE) Provisioning Data. Not applicable on 787 program.

3. Purchase from Boeing of Spare Parts and Standards as Initial Provisioning for the Aircraft.

3.1 Schedule. In accordance with schedules established during the initial provisioning meeting, Customer may place Orders for Provisioning Items and any GSE, special tools, QEC kits, or engine spare parts which Customer determines it will initially require for maintenance, overhaul and servicing of the Aircraft and/or engines.

3.2 Prices of Initial Provisioning Spare Parts.

3.2.1 Boeing Spare Parts. The Provisioning Data will set forth the prices for those Provisioning Items other than items listed in Article 3.3, below, that are Boeing Spare Parts, and such prices will be firm and remain in effect for *** days from the date the price is first quoted to Customer in the Provisioning Data.

3.2.2 Supplier Spare Parts. Boeing will provide estimated prices in the Provisioning Data for Provisioning Items other than items listed in Article 3.3, below, that are Supplier Spare Parts. The price to Customer for any Supplier Spare Parts that are Provisioning Items or for any items ordered for initial provisioning of GSE, special tools manufactured by suppliers, QEC kits, or engine spare parts will be *** percent (***%) of the supplier's list price for such items. Customer shall not be prohibited, either directly or indirectly, from purchasing Supplier Spare Parts directly from such suppliers.

3.3 Standards Kits, Raw Material Kits, Bulk Materials Kits and Service Bulletin Kits. In accordance with schedules established during the initial provisioning meeting, Boeing will furnish to Customer a listing of all components which could be included in the Standards kits, raw material kits, bulk materials kits and service bulletin kits which may be purchased by Customer from Boeing. Customer will select, and provide to Boeing its desired content for the kits. Boeing will furnish to Customer as soon as practicable thereafter a statement setting forth a firm price for such kits. Customer may place Orders with Boeing for the kits in accordance with schedules established during the initial provisioning meeting.

4. Delivery.

For Spare Parts and Standards ordered by Customer in accordance with Article 3 of this Letter Agreement, Boeing will, insofar as reasonably possible, deliver to Customer such Spare Parts and Standards on dates reasonably calculated to conform to Customer's anticipated needs in view of the scheduled deliveries of the Aircraft. Customer and Boeing will agree upon the date to begin delivery of the provisioning Spare Parts and Standards ordered in accordance with this Letter Agreement. Where appropriate, Boeing will arrange for shipment of such Spare Parts and Standards which are manufactured by suppliers directly to Customer from the applicable supplier's facility. The routing and method of shipment for initial deliveries and all subsequent deliveries of such Spare Parts and Standards will be as established at the initial provisioning meeting and thereafter by mutual agreement.

5. Substitution for Obsolete Spare Parts.

5.1 Obligation to Substitute Pre-Delivery. In the event that, prior to delivery of the first Aircraft, any Spare Part purchased by Customer from Boeing in accordance with this Letter Agreement as initial provisioning for the Aircraft is rendered obsolete or unusable due to the redesign of the Aircraft or of any accessory, equipment or part thereof (other than a redesign at Customer's request) Boeing will deliver to Customer at no charge new and usable Spare Parts in substitution for such obsolete or unusable Spare Parts and, upon such delivery, Customer will return the obsolete or unusable Spare Parts to Boeing.

BOEING

5.2 Delivery of Obsolete Spare Parts and Substitutes. Obsolete or unusable Spare Parts returned by Customer pursuant to this Article 5 will be delivered to Boeing F.O.B. at its Seattle Distribution Center or such other destination as Boeing may reasonably designate. Spare Parts substituted for such returned obsolete or unusable Spare Parts will be delivered to Customer in accordance with the CSGTA. *** for the *** Customer *** Boeing of any such obsolete or unusable Spare Part and for the shipment from Boeing to Customer of any such substitute Spare Part.

6. Repurchase of Provisioning Items.

6.1 Obligation to Repurchase. During the period commencing *** after delivery of the first Aircraft, and ending *** after such delivery, Boeing will, upon receipt of Customer's written request and subject to the exceptions in Article 6.2, repurchase unused and undamaged Provisioning Items which (i) were recommended by Boeing in the Provisioning Data as initial provisioning for the Aircraft, (ii) were purchased by Customer from Boeing, and (iii) are surplus to Customer's needs.

6.2 Exceptions. Boeing will not be obligated under Article 6.1 to repurchase any of the following: (i) quantities of Provisioning Items

in excess of those quantities recommended by Boeing in the Provisioning Data for the Aircraft, (ii) QEC kits, bulk material kits, raw material kits, service bulletin kits, Standards kits and components thereof (except those components listed separately in the Provisioning Data), (iii) Provisioning Items for which an Order was received by Boeing more than *** months after delivery of the last Aircraft, (iv) Provisioning Items which have become obsolete or have been replaced by other Provisioning Items as a result of Customer's modification of the Aircraft, and (v) Provisioning Items which become excess solely as a result of a change in Customer's operating parameters, as provided to Boeing pursuant to the initial provisioning meeting and which were the basis of Boeing's initial provisioning recommendations for the Aircraft.

6.3 Notification and Format. Customer will notify Boeing, in writing when Customer desires to return Provisioning Items under the provisions of this Article 6. Customer's notification will include a detailed summary, in part number sequence, of the Provisioning Items Customer desires to return. Such summary will be in the form of listings, tapes, diskettes or other media as may be mutually agreed between Boeing and Customer and will include part number, nomenclature, purchase order number, purchase order date and quantity to be returned. Within *** business days after receipt of Customer's notification, Boeing will advise Customer in writing when Boeing's review of such summary will be completed. ***

6.4 Review and Acceptance by Boeing. Upon completion of Boeing's review of any detailed summary submitted by Customer pursuant to Article 6.3, Boeing will issue to Customer a Material Return Authorization (MRA) for those Provisioning Items, that are eligible for repurchase in accordance with this Article 6. Boeing will advise Customer of the reason that Boeing believes that any Provisioning



Item included in Customer's detailed summary is not eligible for return. The parties shall work together in good-faith to resolve any dispute regarding eligibility for parts repurchase in an expeditious manner. Boeing's MRA will state the date by which Provisioning Items listed in the MRA must be redelivered to Boeing, and Customer will arrange for shipment of such Provisioning Items accordingly.

6.5 Price and Payment. The price of each Provisioning Item repurchased by Boeing pursuant to this Article 6 will be an amount equal to ***% of the original invoice price thereof except that the repurchase price of Provisioning Items purchased pursuant to Article 3.2.2 will not include ***. Boeing will pay the repurchase price by issuing a credit memorandum in favor of Customer which may be applied against amounts due Boeing for the purchase of Spare Parts or Standards.

6.6 Delivery of Repurchased Provisioning Items. Provisioning Items repurchased by Boeing pursuant to this Article 6 will be delivered to Boeing's Seattle Distribution Center or such other destination as Boeing may reasonably designate within the continental United States. *** for the *** Customer *** Boeing of any such Provisioning Items.

7. Title and Risk of Loss.

Title and risk of loss of any Spare Parts or Standards delivered to Customer by Boeing in accordance with this Letter Agreement will pass from Boeing to Customer in accordance with the applicable provisions of the CSGTA. Title to and risk of loss of any Spare Parts or Standards returned to Boeing by Customer in accordance with this Letter Agreement will pass to Boeing upon delivery of such Spare Parts or Standards to Boeing in accordance with the provisions of Article 5.2 or Article 6.6, herein, as appropriate.

8. Termination for Excusable Delay.

In the event of termination of the Purchase Agreement pursuant to Article 7 of the AGTA with respect to any Aircraft, such termination will, if Customer so requests by written notice received by Boeing within *** days after such termination, also discharge and terminate all obligations and liabilities of the parties as to any Spare Parts or Standards which Customer had ordered pursuant to the provisions of this Letter Agreement as initial provisioning for such Aircraft and which are undelivered on the date Boeing receives such written notice.

9. Order of Precedence.

In the event of any inconsistency between the terms of this Letter Agreement and the terms of any other provisions of the CSGTA, the terms of this Letter Agreement will control.



Very truly yours,

THE BOEING COMPANY

By /s/ ***
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: September 27, 2012

United Air Lines, Inc.

By /s/ Gerald Laderman
Its Senior Vice President – Finance and Treasurer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1209410

United Air Lines, Inc.
77 West Wacker Drive
Chicago, IL 60601-0100

Subject: Special Matters relating to COTS Software and End User License Agreements

Reference: Purchase Agreement No. 3860 (the Purchase Agreement) between The Boeing Company (Boeing) and United Air Lines, Inc. (Customer) relating to Model 787 aircraft (Aircraft)

This letter agreement (Letter Agreement) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

Recitals

A. Certain third party, commercial off-the-shelf software products are available to perform various functions required in the Aircraft (COTS Software).

B. The industry practice with respect to COTS Software is to permit manufacturers to install the software in products for sale to customers. The manufacturer is required to pass to the customer an End User License Agreement (EULA), which covers the right to use the COTS Software. The EULAs also require each user of the product to further license the software and pass the EULA to any user to whom he transfers the product.

C. Because of the described industry practice with respect to COTS Software, Boeing does not acquire title to COTS Software and cannot pass title to COTS Software at the time of delivery of the Aircraft.

D. Therefore, the parties desire to amend certain provisions of the Purchase Agreement to properly reflect the respective rights and obligations of the parties with respect to the COTS Software included in the Aircraft.

BOEING

Agreement

1. At delivery of the Aircraft, Boeing will furnish to Customer copies of all EULAs applicable to the Aircraft, and Customer agrees to comply with all provisions of the applicable EULAs.

2. Notwithstanding the provisions of Article 6.3 of the AGTA, at delivery of each Aircraft, Boeing will provide Customer a bill of sale conveying good title, free of encumbrances except as provided in applicable EULAs.

3. In connection with any sale or other transfer of the Aircraft, Customer agrees to comply with all provisions of the applicable EULAs, including without limitation the re-licensing of the software to Customer's transferee and the flow down within such license of the further requirement that Customer's transferee comply with and flow to other transferees the obligations of the EULA.

Very truly yours,

THE BOEING COMPANY

By /s/ ***
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: September 27, 2012

United Air Lines, Inc.

By /s/ Gerald Laderman
Its Senior Vice President – Finance and Treasurer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1209411

United Air Lines, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: Special Terms—Seats and In-flight Entertainment

Reference: Purchase Agreement No. 3860 (the Purchase Agreement) between The Boeing Company (Boeing) and United Air Lines, Inc. (Customer) relating to Model 787 aircraft (the Aircraft)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All capitalized terms used but not defined in this Letter Agreement shall have the same meaning as defined in the Purchase Agreement.

1.0 Definitions.

1.1 "**Covered Seats**" shall mean those seats which are not otherwise identified in Exhibit A to the Purchase Agreement as Buyer Furnished Equipment.

1.2 "**In-flight Entertainment (IFE) System**" shall mean the IFE identified in the Detail Specification of the Aircraft, inclusive of the IFE software which is required to test and certify the IFE system on the Aircraft, but exclusive of IFE Customer Software.

1.3 "**IFE Customer Software**" shall mean any software which is obtained by the Customer from a source other than Boeing for installation in the IFE System.

2.0 Applicability of Supplemental Exhibit CS1 to the Purchase Agreement.

2.1 *** did not enter into *** with the *** of the *** and the ***. *** is responsible for *** such *** directly with the suppliers of such *** and *** and such provisions will apply in lieu of the provisions of Supplemental Exhibit CS1 to the Purchase Agreement.

2.2 Boeing will incorporate the Covered Seats and IFE System line maintenance information, received from the suppliers of such Covered Seats and IFE System, into Customer's customized Materials prior to delivery of each Aircraft.



3.0 Applicability of the Provisions of Exhibit C to the AGTA.

In lieu of the provisions of *** of Exhibit C to the AGTA, the following *** will apply to Covered Seats and the IFE System:

"Boeing will obtain *** by Customer *** the suppliers of the Covered Seats and IFE System installed on the Aircraft at the time of delivery. If requested by Customer, Boeing will provide copies of such *** to Customer upon request."

4.0 IFE Customer Software.

Customer is responsible for and assumes all liability with respect to IFE Customer Software.

Very truly yours,

THE BOEING COMPANY

By /s/ ***
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: September 27, 2012

United Air Lines, Inc.

By /s/ Gerald Laderman
Its Senior Vice President – Finance and Treasurer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1209417

United Air Lines, Inc.
77 West Wacker Drive
Chicago, IL 60601-0100

Subject: Model 787 Post-Delivery Software & Data Loading

Reference: a) Purchase Agreement No. 3860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Air Lines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

b) Customer Services General Terms Agreement No. 22-1 (**CSGTA**) between Boeing and Customer, including Supplemental Agreement for Electronic Access (**SA-EA**), Supplemental Agreement for e-Enabling (**SA-eE**), and 787 Software License Orders

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

Introduction

Prior to title transfer of the Aircraft to Customer, Boeing baseline production software will be installed in the Aircraft. Such production software will be used by Boeing, and may be used by Customer during standard customer inspection activities, to test and validate applicable e-enabling features and associated hardware, including but not limited to features such as: a Boeing offered catalogue in-flight entertainment (**IFE**) system, ***, electronic documents, *** and electronic checklist (**ECL**). Operational software, as set out in Article 1 and Article 2 below, will not be installed temporarily or permanently on an Aircraft prior to the transfer by Boeing of title to that Aircraft to Customer or a party designated by Customer.

1. Boeing-Provided Operational Software and Data.

Pursuant to the Purchase Agreement and applicable 787 software license order(s), immediately following title transfer of the Aircraft to Customer, Boeing will, upon Customer's request, load Boeing-provided operational software and data onto onboard loadable hardware that enable the Aircraft to operate certain e-enabled features as described in the Purchase Agreement and applicable 787 software license order(s).

BOEING

2. Customer-Provided Operational Software and Data.

2.1 *** Software. If Customer has elected to customize software or modify settings and features of selected onboard software or databases from what is set forth in Exhibit A of the Purchase Agreement, at Customer's request, Boeing will provide a courtesy load of Customer's version of such operational software immediately following title transfer of the Aircraft. Boeing will load Customer's operational software if it is provided to Boeing within specified lead times and schedule. If Customer fails to provide the operational software in accordance with Boeing's instructions, the Aircraft will be solely configured with the Boeing baseline production software in lieu of Customer's operational software.

2.2 *** and/or Other Third Party Operational Software and Databases. If Customer provides Customer-developed software applications or has licensed additional software or databases from *** and/or other third party supplier for installation onto an onboard loadable system, at Customer's request, Boeing will also provide a courtesy load of such operational software immediately following title transfer of the Aircraft. If Customer fails to provide such operational software in accordance with Boeing's instructions, Boeing will not load this software.

2.3 IFE Customer Software. **IFE Customer Software** shall mean any software which is obtained by the Customer from a source other than Boeing for installation in the IFE system. Boeing will make the Aircraft available to Customer's IFE supplier for loading of the IFE Customer Software via Customer authorized work order(s) immediately following title transfer of the Aircraft. The time required for the IFE supplier to complete the loading of the IFE Customer Software is estimated to be approximately *** hours. If Customer fails to make appropriate arrangements with its IFE supplier in accordance with Boeing instructions, the Aircraft will be solely configured with Boeing's baseline production software for the Boeing catalogue selected IFE configuration. Boeing's FAA approved Repair Station will *** to Customer or its IFE supplier to revise the IFE system hardware or IFE Customer Software while the Aircraft is on Boeing property prior to delivery flyaway, even if an FAA approved service bulletin is available for such revision.

3. Additional Terms and Conditions.

3.1 With respect to Customer-provided operational software and data referenced in Article 2.1 and 2.2, above, Customer shall grant, and/or shall obtain from the suppliers, a *** license for Boeing to copy and load such software on the Aircraft. Boeing will retain a copy of such software/data for loading on future Aircraft deliveries; however, Boeing expects Customer to provide updated operational software applications and databases for each Aircraft delivery. Boeing will treat all copies of this software/data in confidence and use the same only as specifically authorized under the terms of this Letter Agreement.

3.2 The loading services performed by Boeing pursuant to this Letter Agreement will be performed in a workmanlike manner. The time required to complete the Boeing-performed loading services is estimated to be approximately *** hours per attempt. Customer's sole remedy and Boeing's sole obligation and liability for the loading services performed by Boeing if such courtesy load is not successful the first attempt are limited to re-performance by Boeing of the courtesy load***.

3.2.1 If any Customer-provided operational software referred to in Article 2.1 above fails to reload successfully, the Aircraft will be solely configured with the Boeing baseline production software.

3.2.2 If any Customer-provided operational software referred to in Article 2.2 fails to reload successfully, Boeing will not be responsible to make further loading attempts and Aircraft fly-away will occur as scheduled.

3.3 If any IFE Customer Software fails to load successfully, Customer shall make alternate loading arrangements with its IFE supplier for loading after the Aircraft has flown-away. In such an event, and upon Customer's request, Boeing will install the Boeing baseline production software for the Boeing catalogue selected IFE configuration prior to Aircraft fly-away.

3.4 Customer is responsible for functional testing, verification, quality assurance, and operational approval of all Customer-provided operational software.

3.5 A dual signature (Boeing and Customer) Onboard Authentication System (**OAS**) *** will be installed on the Aircraft giving access to Boeing and Customer, which is required to perform data and software loads after title transfer of the Aircraft. After fly-away, Customer will remove Boeing's access key and certificates from the OAS.

3.6 Customer will *** Boeing *** the installation or use of Customer-provided operational software by Boeing pursuant to this Letter Agreement. ***

3.7 The DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions in Article 11 of Part 2 of Exhibit C of the Aircraft General Terms Agreement (**AGTA**) between Boeing and Customer and the insurance provisions of Article 8.2 of the AGTA shall apply to Boeing's loading of all software and data pursuant to this Letter Agreement. For purposes of this Article 3.7, all software and data provided directly by Boeing will be defined as ***. Title to and risk of loss of the Aircraft will always remain with Customer during Boeing's performance of all post title transfer services.



Very truly yours,

THE BOEING COMPANY

By /s/ ***
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: September 27, 2012

United Air Lines, Inc.

By /s/ Gerald Laderman
Its Senior Vice President – Finance and Treasurer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1209236

United Air Lines, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: Model Substitution

Reference: Purchase Agreement No. 3860 (the **Purchase Agreement**) between The Boeing Company (**Boeing**) and United Air Lines, Inc. (**Customer**) relating to Model 787 aircraft (the **Aircraft**)

This Letter Agreement amends and supplements the Purchase Agreement. All terms used and not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. 787-9 Model Substitution.

Customer has the right to substitute from 787-8 Aircraft to 787-9 Aircraft in the same delivery positions, and similarly from 787-9 Aircraft to 787-8 Aircraft as requested by Customer, subject to availability (**Substitution Aircraft**), and subject to the following terms and conditions:

1.1. Airframe Pricing of Substitution Aircraft with General Electric GEnx-*** and Rolls Royce Trent 1000-*** engines ***. Pricing of Substitution Aircraft is subject to change if a different GEnx or Trent engine model is configured for the Substitution Aircraft

1.2. Customer shall notify Boeing of such substitution at least *** prior to the scheduled delivery month for the Substitution Aircraft. With this Agreement, Customer ***. Boeing shall work with Customer to reduce the above flow times as the 787-9 program becomes defined.

1.3. Prior to commencement of flight and ground testing for the 787-9 Substitution Aircraft, Boeing must have completed flight and ground testing of the 787-8 model aircraft.

1.4. The training terms of Supplemental Exhibit CS1 Part 1 of this Purchase Agreement shall apply to the 787-9 Substitution Aircraft. The *** shall not be adjusted as a result of Customer exercising its Model Substitution right.

2. ***

***

2.1. ***

2.2. ***

2.3. ***

3. Confidential Treatment.

Boeing and Customer understand that certain information contained in this Letter Agreement, including any attachments hereto, is considered by both parties to be confidential. Boeing and Customer agree that each party will treat this Letter Agreement and the information contained herein as confidential and will not, without the other party's prior written consent, disclose this Letter Agreement or any information contained herein to any other person or entity except as may be required by applicable law or governmental regulations.

Very truly yours,

THE BOEING COMPANY

By /s/ ***
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: September 27, 2012

United Air Lines, Inc.

By /s/ Gerald Laderman
Its Senior Vice President – Finance and Treasurer

Attachments

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1209412

United Air Lines, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: Spare Parts Commitments

Reference: a) Purchase Agreement No. 3860 (the **Purchase Agreement**) between The Boeing Company (**Boeing**) and United Air Lines, Inc. (**Customer**) relating to Model 787 aircraft (the **Aircraft**)

b) Customer Services General Terms Agreement No. 22-1 (**CSGTA**) between Boeing and Customer

This letter agreement (**Letter Agreement**) is entered into of the date set forth below, and amends and supplements the CSGTA. All capitalized terms used but not defined in this Letter Agreement have the same meaning as in the CSGTA, except for "Aircraft" which will have the meaning as defined in the Purchase Agreement. Unless otherwise stated all references in this Letter Agreement to Articles refer to the Articles contained this Letter Agreement. In consideration of Customer's purchase of the Aircraft, the commitments described in this Letter Agreement will continue for as long as Customer owns or operates the Aircraft.

1. Definitions.

1.1 "**Customer's Demand Date**" means the delivery date specified by Customer in its Order to Boeing for a Spare Part.

1.2 "**Customer Hold Time**" means the period of time between the date on which Boeing requests a decision, information or act from Customer and the date Customer provides such decision or information or performs such act, which such decision, information or performance of act is necessary for Boeing to continue the spares order action. This includes, but is not limited to time expended (i) waiting for Customer's clarification of missing order data or Customer's approval of Boeing's quote for goods or services, (ii) resolving order discrepancies or technical discrepancies, (iii) obtaining engineering decisions from Customer, (iv) waiting for receipt of a part which has been shipped to a location other than the designated



Boeing service center, and (v) resolving any Boeing constraints on processing an Order due to the status of Customer's credit with Boeing. Should Customer reply to Boeing within *** of Boeing's request for a decision, information or act, such time shall not be considered Customer Hold Time.

1.3 "**Beyond Economic Repair**" or "**BER**" is the term applied to a part whose repair or overhaul cost will exceed ***% of Boeing's then current price for a new such replacement part.

1.4 "**Order Date**" means the date on which an Order is established in accordance with the provisions of the CSGTA.

1.5 "**Shelf Stock Part**" means at any time a Spares Prone Part that has been ordered *** from Boeing within the most recent consecutive *** period. Additionally, for the *** months after delivery of Boeing's first 787 aircraft, *** applicable to the 787 shall also be considered Shelf Stock Parts.

1.6 "**Spares Prone Part**" means a Boeing Spare Part that is identified and recommended by Boeing in its provisioning data as a part that for the life of the aircraft can be expected to be replaced during normal aircraft line maintenance or during overhaul of line replaceable units ***.

2. <u>Delivery Commitment for New Spare Parts.</u>

2.1 Boeing will deliver in accordance with the provisions of the CSGTA within the lead times specified below, Boeing Spare Parts other than (i) Boeing Spare Parts ordered as part of Customer's initial provisioning for an aircraft or (ii) kits; provided that such Boeing Spare Parts are Ordered after either October 1, 2005, or the execution of this Letter Agreement, whichever is later, and is offerable by Boeing for an aircraft model in production on the Order Date (**Continuous Production**).

2.1.1 A Shelf Stock Part will ship either (i) in not more than *** calendar days from its Order Date, or (ii) in time to meet Customer's Demand Date if such Demand Date is later than *** calendar days.

2.1.2 A Spares Prone Part that is not a Shelf Stock Part will ship either (i) in not more than *** calendar days from its Order Date, or (ii) in time to meet Customer's Demand Date, whichever is later.

2.2 For Boeing Spare Parts not in Continuous Production on the Order Date, Boeing will expend reasonable efforts to meet Customer's Demand Date. To this extent, *** has *** that Boeing Spare Parts for 787 Aircraft not in Continuous Production because of *** in *** by a *** part, which such new part is 1) not ***, or 2) significantly *** in *** compared to the concerned *** Part not in Continuous Production, be treated as a part in Continuous Production for the *** from date of first 787 delivery to Customer for purposes of this Article 2. *** cannot *** to Customer's above request*** with *** to establish a *** delivery support program for such parts.

2.3 For all other Boeing Spare Parts, order commitments shall be per the CSGTA. Should Customer desire to enter into a specific delivery agreement for such other Boeing Spare Parts, Boeing is receptive to enter into discussions with Customer.

3. Remedies Regarding Delivery.

3.1 If Boeing anticipates it will be unable to ship a Boeing Spare Part within the applicable commitment time described in Article 2.1, if reasonably practicable Boeing will ***

3.2 If as a result of an action described in Article 3.1, Boeing provides to Customer the applicable Boeing Spare Part within the commitment period described in Article 2.1 or ***and, in either case, thereafter completes the Order as soon as such Boeing Spare Part is available for shipment, Boeing shall be deemed to have satisfied the commitments described in Article 2.1.

3.3 Subject to the limitations described in Article 3.4, if Boeing does not satisfy the requirements of Article 2.1 through one or more of the actions described in Article 3.1, Boeing will ***such Boeing Spare Part.

3.4 The provisions of Article 3.3 will not apply to delay in delivery which (i) is due to the failure of Customer's carrier to take possession of the Boeing Spare Parts, or (ii) is otherwise excused by applicable law or contract, including without limitation any provisions relating to Excusable Delay.

BOEING

3.5 The remedies described in this Article 3 are Customer's exclusive remedies for Boeing's failure to comply with the provisions of Articles 2.1 and are in lieu of all other damages, claims and remedies of Customer arising at law or otherwise for any failure to meet Customer's delivery requirements. Customer hereby waives and renounces all other claims and remedies arising at law or otherwise for any such failure to meet Customer's delivery requirements.

4. **Spare Part Price Escalation.**

Beginning with the Spares Catalog in effect in *** and for each Spares Catalog released thereafter, (i) the *** the Spare Parts listed in both the then current Spares Catalog and the Spares Catalog in effect prior to the then current Spares Catalog will ***, and (ii) *** an individual Spare Part listed in both the then current Spares Catalog and the Spares Catalog in effect prior to the then current Spares Catalog will ***.

5. **Spare Part Price Formula.**

5.1 The formula used to determine the *** for Spare Parts listed in both the then current Spares Catalog and the Spares Catalog in effect prior to the then current Spares Catalog (**Spares Adjusted Price**) is as follows:

***

5.2. If the *** substantially revises the methodology used for the determination of the values to be used to determine the *** and *** values (in contrast to benchmark adjustments or other corrections of previously released values), or for any reason has not released values needed to determine the applicable Spares Adjusted Price, Boeing will select a substitute from other *** data or similar data reported by non-governmental organizations. Such substitute will result in the same adjustment, insofar as possible, as would have been calculated utilizing the original values adjusted for fluctuation during the applicable time period.

5.3 Any rounding of a number, as required under this Article 5 will 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 will be raised to the next highest number.



6. Processing Time Commitment for Spare Prone Parts Returned for Repair or Overhaul.

6.1 The processing time commitments in this Article 6 are for any Spares Prone Part which (i) is in Continuous Production at the time such Spares Prone Part is returned to Boeing for repair or overhaul, (ii) is returned to Boeing for repair or overhaul either after October 1, 2005, or the execution of this Letter Agreement, whichever is later, (iii) has a new part list price of less than $***and (iv) is not a ***. A Spares Prone Part meeting the criteria defined in this Article 6.1 shall be called a "**Qualifying In-Production Spares Prone Part**."

6.2 Boeing will repair or overhaul any Qualifying In-Production Spares Prone Part in (i) *** calendar days for 787 model aircraft and (ii) *** calendar days for all other models of Boeing aircraft, in each case calculated as specified in Article 6.3.

6.3 The number days expended by Boeing in processing the repair or overhaul, will be determined by calculating the number of days which elapse between the date Boeing takes delivery of the applicable Qualifying In-Production Spare Prone Part and the date of shipment of such repaired or overhauled Qualifying In-Production Spares Prone Part minus any days during that period in which due to Customer Hold Time Boeing does not process the applicable overhaul or repair during either all or a portion of Boeing's standard eight hour work day.

6.4 Boeing will *** Qualifying In-Production Spares Prone Part, and (ii) repairs or overhauls that extend beyond normal wear and tear for any Qualifying In-Production Spares Prone Part. To this extent, for 787 Aircraft parts that become classified as not Qualifying In-Production Spares Prone Part because of replacement in production by a new part, Customer has requested that *** for the purposes of this Article 6. Boeing *** Customer's request*** with Customer to establish a *** delivery support program for such parts.

7. Remedies Regarding Processing Time.

7.1 If Boeing anticipates it will be unable to meet the processing time commitments established in Article 6.2, if reasonably practicable Boeing will ***



7.2 If as a result of an action described in Article 7.1, Boeing provides to Customer a suitable repaired or overhauled Qualifying In-Production Spares Prone Part within the commitment periods described in Article 6.2, or ***, and in either case, thereafter completes the applicable contract as soon as such repaired or overhauled part is available for shipment, Boeing will be deemed to have satisfied the commitments described in Article 6.2.

7.3 Subject to the limitations described in Article 7.4, if Boeing does not satisfy the requirements of Article 6.2 through one or more of the actions described in Article 7.1, Boeing will *** Spares Prone Part.

7.4 The provisions of Article 7.3 will not apply to delay in delivery which is due to (i) Customer Hold Time, (ii) the failure of Customer's carrier to take possession of the applicable Qualifying In-Production Spares Prone Part, or (iii) is otherwise permitted by applicable law or contract, including without limitation any provisions relating to Excusable Delay.

7.5 The remedies provided in this Article 7 are Customer's exclusive remedies for Boeing's failure to comply with the provisions of Article 6.2 and are in lieu of all other damages, claims and remedies of Customer arising at law or otherwise for any failure to meet Customer's delivery requirements. Customer hereby waives and renounces all other claims and remedies arising at law or otherwise for any such failure to meet Customer's delivery requirements.

8. Substitution for Obsolete Spare Parts.

After delivery of the first Aircraft, if any unused and undamaged Spare Part purchased by Customer from Boeing for the Aircraft, or other aircraft in Customer's fleet of the same model type, is rendered obsolete and unusable due to a Boeing initiated change that results in a redesign of the Aircraft or any accessory, equipment or part thereof, (other than a redesign at Customer's request), Boeing will make available to Customer a replacement part at the detail part level on a *** substitution basis provided Customer requests such substitution from Boeing in writing within *** of delivery of the affected Spare Part to Customer.

9. Order of Precedence.

In the event of any inconsistency between the terms of this Letter Agreement and the terms of any other provisions of the CSGTA No. 22-1, the terms of this Letter Agreement shall control.

Very truly yours,

THE BOEING COMPANY

By /s/ ***
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: September 27, 2012

United Air Lines, Inc.

By /s/ Gerald Laderman
Its Senior Vice President – Finance and Treasurer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1209413

United Air Lines, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: Special Matters

Reference: Purchase Agreement No. 3860 (the **Purchase Agreement**) between The Boeing Company (**Boeing**) and United Air Lines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

This Letter Agreement amends and supplements the Purchase Agreement. All terms used and not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. Credit Memoranda.

1.1. 787-8 Credit Memoranda.

In consideration of Customer's purchase of Model 787-8 Aircraft, Boeing shall issue at the time of delivery of each Aircraft and Option Aircraft, a credit memorandum in an amount equal to ***. The credit memorandum is *** airframe *** the Aircraft Price ***. Customer may apply such credit memorandum to *** Aircraft.

1.2. 787-9 Credit Memoranda.

In consideration of Customer's purchase of Model 787-9 Aircraft, Boeing shall issue at the time of delivery of each Aircraft and Option Aircraft, a credit memorandum in an amount equal to ***. The credit memorandum is *** airframe *** the Aircraft Price ***. Customer may apply such credit memorandum to *** Aircraft.

2. Model 787 ***

Boeing *** the offer contained herein *** with the *** specified in ***. Furthermore, if *** the 787 aircraft *** Boeing *** 787 ***, Boeing will *** to the terms and conditions of the Purchase Agreement to ***.

2.1 787-8 ***.

Boeing shall issue at the time of delivery of each 787-8 Aircraft *** a credit memorandum in an amount equal to ***. The credit memorandum is *** airframe *** the Aircraft Price ***. Customer may apply such credit memorandum to *** Aircraft.

2.2 787-9 ***.

Boeing shall issue at the time of delivery of each 787-9 Aircraft *** a credit memorandum in an amount equal to ***. The credit memorandum is *** airframe *** the Aircraft Price ***. Customer may apply such credit memorandum to *** Aircraft.

3. ***

***



4. Payment ***.

4.1 *** Firm Aircraft. Customer agrees *** on *** for all firm and exercised Option Aircraft *** the date on which *** the date on which *** shall be *** and *** day of *** and on the delivery date of *** Aircraft ***. (Note: the *** above will be *** for the *** the *** on the *** for *** would be *** for ***.)

4.2 Delivery *** Impact on ***. If the delivery of any Aircraft *** to either an *** or a ***, then *** on the *** in respect of such Aircraft will *** the *** the *** of the *** to the *** of delivery of the Aircraft. *** of any *** that *** to the *** of the *** but *** will be *** on the *** set forth in Paragraph 4.1 of this Letter Agreement or *** of the Aircraft***.

4.3 Boeing ***. Boeing shall submit to Customer, not less than *** prior to the end of ***, an ***. Customer's *** is *** Boeing *** of the ***. Boeing's *** will show *** each Aircraft *** have been ***. The *** will also *** with respect to other aircraft in other purchase agreements between Customer and Boeing.

5. Option Aircraft ***.

5.1 *** Option Aircraft Letter Agreement UAL-PA-03860-LA-1209265, Boeing *** 787 Option Aircraft.

5.2 *** Boeing and Customer *** that *** Option Aircraft*** Option Aircraft.

6. ***

Boeing *** at the time of delivery of each Aircraft *** and ***.

7. Model Substitution.

Except as provided in paragraph 1 of Letter Agreement UAL-PA-03860-LA-1209414, Customer has a substitution right to change an Aircraft to any model of 787-*** or a 787-*** aircraft (Substitution Aircraft) per Model Substitution Letter Agreement UAL-PA-03860-LA-1209236. The following terms also apply to Substitution Aircraft:

7.1. ***

***

7.2. ***

***

8. Aircraft Invoices.

Upon Customer request, at the time of Aircraft delivery Boeing agrees to provide a separate invoice addressed to the owner/trustee of such Aircraft specifying the dollar amount to be received at the time of delivery. ***

9. Assignment of Credits.

Customer may not assign the credit memoranda described in this Letter Agreement without Boeing's prior written consent *** Boeing *** Customer in respect of an Aircraft.

10. Confidential Treatment.

Boeing and Customer understand that certain information contained in this Letter Agreement, including any attachments hereto, is considered by both parties to be confidential. Boeing and Customer agree that each party will treat this Letter Agreement and the information contained herein as confidential and will not, without the other party's prior written consent, disclose this Letter Agreement or any information contained herein to any other person or entity except as may be required by applicable law or governmental regulations.

BOEING

Very truly yours,

THE BOEING COMPANY

By /s/ ***
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: September 27, 2012

United Air Lines, Inc.

By /s/ Gerald Laderman
Its Senior Vice President – Finance and Treasurer



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1209414

United Air Lines, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: Other Special Matters

Reference: Purchase Agreement No. 3860 (the **Purchase Agreement**) between Boeing and United Air Lines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

This Letter Agreement amends and supplements the Purchase Agreement. All terms used and not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. Aircraft Substitution.

Notwithstanding any agreement to the contrary, the UAL Aircraft scheduled for delivery in years *** in Table 1 may *** such Aircraft ***.

2. Option Aircraft Exercise.

Customer's Option Aircraft in Letter UAL-PA-03860-LA-1209265 are scheduled ***. Upon exercise, each the Option Aircraft will *** which Boeing will *** to ***.

3. Changes to ***

Customer, Continental Airlines, Inc., and Boeing have previously entered into agreements regarding *** for certain model 757, 767 and 777 aircraft. Boeing hereby agrees that *** which Customer and/or United Airlines, Inc. may purchase under such agreements, will *** by Customer and Continental Airlines, Inc. ***. Boeing will provide *** to *** Customer and Continental Airlines, Inc. which *** under such agreements.

4. *** Aircraft ***

The rights and obligations of Customer and Boeing for any *** delivery of the Aircraft *** the Purchase Agreement or the delivery *** will be as follows and as set forth in Paragraph 4:



4.1 For an *** (as defined in *** of the AGTA), in the delivery of an Aircraft *** the Purchase Agreement or the delivery ***, Article *** of the AGTA shall apply.

4.2. A *** is defined as any *** delivery of any Aircraft *** the Purchase Agreement or the delivery *** for exercised Option Aircraft *** pursuant to Article *** of the AGTA.

4.2.1 Customer will *** an Aircraft *** the Purchase Agreement or (ii) an exercised Option Aircraft *** to a *** of the *** for such Aircraft *** such Delivery Date (the ***); provided that the foregoing shall not apply with respect to any Aircraft for which the applicable purchase agreement has been terminated pursuant to ***.

4.2.2 For *** of the delivery date in Table 1 to the Purchase Agreement. All other terms and conditions of the Purchase Agreement will remain in effect *** Aircraft.

4.2.3 For a *** Customer *** the Purchase Agreement *** such Aircraft so delayed (including exercised Option Aircraft). *** Boeing *** delivery date of an Aircraft, *** to Customer ***. So long as Boeing provides ***, Customer agrees to give *** after the occurrence of either (i) the date of ***, or (ii) *** Aircraft informing Customer of *** Aircraft *** is *** the delivery *** Boeing in respect of which Customer ***. In addition:

4.2.3.1 For Aircraft in the Purchase Agreement *** such Aircraft has *** the delivery date in Table 1 to the Purchase Agreement and *** Boeing *** Customer *** the Aircraft *** with respect to the *** of such Aircraft *** with respect to such Aircraft are referred to herein as *** and shall be *** Aircraft. The *** under this Paragraph 6.2.3.1 *** Customer *** will ***. All other terms and conditions of the Purchase Agreement will remain in effect for that Aircraft.

4.2.3.2 For Aircraft in the Purchase Agreement *** Boeing *** Customer *** with respect to the *** of such Aircraft *** Aircraft ***. The *** under this Paragraph 4.2.3.2 *** Customer *** will ***.

4.2.3.3 For exercised Option Aircraft, if the *** respective Aircraft is *** such Aircraft has ***, then (x) *** Boeing and (y) *** the delivery date of such Aircraft in Table 1 to the Purchase Agreement.

4.2.3.4 For exercised Option Aircraft, if the ***, then *** the terms of this Agreement *** Boeing.

BOEING / UNITED AIR LINES, INC. PROPRIETARY

4.2.4 If Customer elects to *** with respect to any Aircraft as provided in Paragraph 4.2.3 above, such *** such Aircraft under the Purchase Agreement including but not limited to all ***, and

(i) Boeing *** Customer for the respective Aircraft, and

(ii) Boeing may elect, by written notice to Customer within *** thereafter, to *** the Aircraft *** Customer.

4.2.5 if the period of ***, then Customer ***.

4.3 Boeing acknowledges that it is not intended that this Agreement *** any of Customer's Aircraft. Accordingly, Boeing agrees that Customer *** 787 aircraft *** and that Boeing *** Customer's 787 ***.

5. ***.

Customer agrees that the *** in this Letter Agreement are *** Aircraft *** in Table 1 to the Purchase Agreement *** and *** and are *** Customer *** in connection with such *** of any *** Customer in connection with ***. For the avoidance of doubt, Customer *** may have under the Purchase Agreement *** Aircraft ***. Provided that Boeing *** Customer the *** in this Letter Agreement with respect to ***, Customer *** Boeing ***.

6. ***.

Customer agrees that *** under the Purchase Agreement *** with Boeing and *** Customer *** notice from Boeing *** it may have *** Boeing *** Customer with at least *** written notice of its intent to do so, *** Customer under the *** to ***, provided, however, that Boeing *** under the Purchase Agreement with respect to any Aircraft that is subject to ***. If Boeing *** Customer ***, absent instruction from Boeing to the contrary, Customer *** that the *** to the *** under the Purchase Agreement. Nothing herein shall constitute ***. Boeing ***.

7. Assignment

The rights and obligations described in this Letter Agreement are provided in consideration of Customer (or any successor) taking delivery of their respective Aircraft and becoming the operator of such Aircraft. This Agreement cannot be assigned, in whole or in part, by one party without the prior written consent of the

BOEING

other party; provided that a party may assign its interest to a corporation that (i) results from any merger or reorganization of such party or (ii) acquires substantially all the assets of such party.

8. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Without obtaining the prior written consent of the other parties and except as required by law, each party will limit the disclosure of its contents to its employees who have a need to know for purposes of helping such party perform its obligations under the Purchase Agreement and who will treat the information as confidential.

Very truly yours,

THE BOEING COMPANY

By /s/ ***
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: September 27, 2012

United Air Lines, Inc.

By /s/ Gerald Laderman
Its Senior Vice President – Finance and Treasurer



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1209416

United Air Lines, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: Promotional Support

Reference: a) Purchase Agreement No. 3860 (the Purchase Agreement) between The Boeing Company (Boeing) and United Air Lines, Inc. (Customer) relating to Model 787-8 aircraft (the Aircraft)

This letter agreement (Letter Agreement) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

In support of Customer's marketing and promotion programs associated with the launch of the Model 787 and introduction of the Aircraft into service, Boeing agrees *** Customer's external expenses for such programs for *** before and *** after delivery of the first Aircraft. Boeing will match Customer's external expenses up to $*** (*** Dollars) for the first Aircraft and up to $*** (*** Dollars) for each additional Aircraft up to a maximum of *** total Aircraft. These programs may include *** promotion programs and advertising campaigns.

Boeing's obligation to provide this *** support will commence at the time the purchase of the Aircraft becomes firm (not subject to cancellation by either party) and terminate *** months after the delivery of the first Aircraft. Boeing will provide payment of *** upon receipt of copies of invoices detailing such expenses incurred within the period of time *** months prior to the scheduled delivery of the first Aircraft and *** months after the actual delivery of the first Aircraft to Customer. There will be no cash payments or other support in lieu thereof.

Following the execution of this Letter Agreement, a Boeing Airline Marketing Services representative will meet with Customer's designated representative to discuss the extent, selection, scheduling, and *** process for the program.

Customer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity.



Very truly yours,

THE BOEING COMPANY

By /s/ ***
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: September 27, 2012

United Air Lines, Inc.

By /s/ Gerald Laderman
Its Senior Vice President – Finance and Treasurer

BOEING / UNITED AIR LINES, INC. PROPRIETARY

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1209430

United Air Lines, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: Performance Guarantees

Reference: Purchase Agreement No. 3860 (the **Purchase Agreement**) between The Boeing Company (**Boeing**) and United Air Lines, Inc. (**Customer**) relating to Model 787 aircraft (the **Aircraft**)

This Letter Agreement amends and supplements the Purchase Agreement. All terms used and not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

Boeing agrees to provide Customer with the performance guarantees in the Attachments hereto. The performance guarantees in the Attachment specific to the GENX-1B*** or Trent 1000-*** engine model for the 787-8 and GENX-1B*** or Trent 1000-*** engine model for the 787-9, are subject to change if a different GEnx or Trent model is configured for the Aircraft. These guarantees are exclusive and expire upon delivery of the Aircraft to Customer.

Boeing and Customer understand that certain information contained in this Letter Agreement, including any attachments hereto, is considered by both parties to be confidential. Boeing and Customer agree that each party will treat this Letter Agreement and the information contained herein as confidential and will not, without the other party's prior written consent, disclose this Letter Agreement or any information contained herein to any other person or entity except as may be required by applicable law or governmental regulations.

Very truly yours,

THE BOEING COMPANY

By /s/ ***
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: September 27, 2012

United Air Lines, Inc.

By /s/ Gerald Laderman
Its Senior Vice President – Finance and Treasurer

Attachment A1
UAL-PA-03860-LA-1209430
GEnx-1B*** Engines
Page 1

MODEL 787-8 PERFORMANCE GUARANTEES

FOR UNITED AIR LINES, INC.

SECTION	CONTENTS
1	AIRCRAFT MODEL APPLICABILITY
2	FLIGHT PERFORMANCE
3	MANUFACTURER'S EMPTY WEIGHT
4	AIRCRAFT CONFIGURATION
5	GUARANTEE CONDITIONS
6	GUARANTEE COMPLIANCE
7	EXCLUSIVE GUARANTEES

1 AIRCRAFT MODEL APPLICABILITY

The guarantees contained in this Attachment (the "Performance Guarantees") are applicable to the 787-8 Aircraft with a maximum takeoff weight of *** pounds, a maximum landing weight of *** pounds, and a maximum zero fuel weight of *** pounds, and equipped with Boeing furnished GEnx-1B*** engines.

2 FLIGHT PERFORMANCE

2.1 Enroute One-Engine-Inoperative Altitude

The FAA approved gross weight at an enroute one-engine-inoperative altitude of *** feet at which the available gross climb gradient equals *** percent on an ISA+10°C day using not more than maximum continuous thrust, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

2.2 Altitude Capability—All Engines Operating

2.2.1 The altitude capability at a gross weight of *** pounds, on an ISA+10°C day, at *** Mach number, and satisfying the conditions defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Feet
TOLERANCE:	*** Feet
GUARANTEE:	*** Feet

Conditions:

1) The Aircraft shall be capable of maintaining level cruising flight using not more than maximum cruise thrust.
2) The Aircraft shall be capable of maintaining a rate of climb of *** feet per minute using not more than maximum climb thrust.
3) The Aircraft shall be capable of at least a *** g maneuver load factor at buffet onset.

2.2.2 The gross weight capability at an altitude of *** feet, on an ISA+10°C day, at *** Mach number, and satisfying the conditions defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions:

1) The Aircraft shall be capable of maintaining level cruising flight using not more than maximum cruise thrust.

2) The Aircraft shall be capable of maintaining a rate of climb of *** feet per minute using not more than maximum climb thrust.

3) The Aircraft shall be capable of at least a *** g maneuver load factor at buffet onset.

2.3 Mission

2.3.1 Mission Range

The still air range with a *** pound payload using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Nautical Miles
TOLERANCE:	*** Nautical Miles
GUARANTEE:	*** Nautical Miles

Conditions and operating rules:

Still Air Range:	The still air range is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.
Takeoff:	The airport altitude is ***.
	The takeoff gross weight is *** the airport conditions.
	The takeoff gross weight shall conform to FAA Regulations.
Climbout Maneuver:	Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to *** feet above the departure airport altitude and retracting flaps and landing gear.
Climb:	The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.

	The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum block fuel.
	The climb continues at the recommended climb speed for minimum block fuel until *** Mach number is reached.
	The climb continues at *** Mach number to the initial cruise altitude.
	The temperature is standard day during climb.
	Maximum climb thrust is used during climb.
Cruise:	The Aircraft cruises at *** Mach number.
	The initial cruise altitude is *** feet.

	The initial cruise altitude is *** feet.
	A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.
	The temperature is standard day during cruise.
	The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.
Descent:	The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.
	Throughout the descent, the cabin pressure is controlled to a maximum rate of descent equivalent to *** feet per minute at ***.
	The temperature is standard day during descent.
Approach and Landing Maneuver:	The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.
	The destination airport altitude is *** airport.
Fixed Allowances:	For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:

Fuel	*** Pounds

Takeoff and Climbout Maneuver:

Fuel	*** Pounds
Distance	*** Nautical Miles

Approach and Landing Maneuver:

Fuel	*** Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel	*** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: *** Pounds

For information purposes, the reserve fuel is based on *** percent of a contingency allowance equivalent to the fuel required for a *** minute cruise on a standard day at an *** Mach number, *** feet and a maximum landing weight of *** Pounds

2.3.2 Mission Payload

The payload for a stage length of *** nautical miles in still air (equivalent to a distance of *** nautical miles with a *** knot headwind, representative of a *** to *** route in ***) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules:

Stage Length:	The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.
Takeoff:	The airport altitude is *** feet.
	The airport temperature is ***°F.

The takeoff runway available (TORA) is *** feet.

The takeoff distance available (TODA) is *** feet.

The accelerate-stop distance available (ASDA) is *** feet.

The lineup allowance adjustment to TORA and TODA is *** feet.

The lineup allowance adjustment to ASDA is *** feet.

The runway slope is *** percent uphill.

The following obstacle definition is based on a straight out departure where obstacle height and distance are specified with reference to the liftoff end of the runway:

	Distance	Height
1.	*** feet	*** feet
2.	*** feet	*** feet

Maximum takeoff thrust is used for the takeoff.

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver: Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to *** feet above the departure airport altitude and retracting flaps and landing gear.

Climb: The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.
The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum block fuel.

The climb continues at the recommended climb speed for minimum block fuel until *** Mach number is reached.

The climb continues at *** Mach number to the initial cruise altitude.

The temperature is standard day during climb.

Maximum climb thrust is used during climb.

Cruise: The Aircraft cruises at *** Mach number.

The initial cruise altitude is *** feet.

A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.

The temperature is standard day during cruise.

The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.

Descent: The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.

Throughout the descent, the cabin pressure will be controlled to a maximum rate of descent equivalent to *** feet per minute at ***.

The temperature is standard day during descent.

Approach and Landing Maneuver: The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.

The destination airport altitude is *** feet.

For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:

Fuel	*** Pounds

Takeoff and Climbout Maneuver:

Fuel	*** Pounds
Distance	*** Nautical Miles

Approach and Landing Maneuver:

Fuel	*** Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel	*** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: *** Pounds

For information purposes, the reserve fuel is based on *** percent of a contingency allowance equivalent to the fuel required for a *** minute cruise on a standard day at an *** Mach number, *** feet and a maximum landing weight of *** Pounds

2.3.3 Mission Payload

The payload for a stage length of *** nautical miles in still air (equivalent to a distance of *** nautical miles with a *** knot headwind, representative of a *** to *** route in ***) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Takeoff: The airport altitude is *** feet.

The airport temperature is ***°F.

The takeoff runway available (TORA) is *** feet.

The takeoff distance available (TODA) is *** feet.

The accelerate-stop distance available (ASDA) is *** feet.

The lineup allowance adjustment to TORA and TODA is *** feet.

The lineup allowance adjustment to ASDA is *** feet.

The runway slope is *** percent downhill.

The following obstacle definition is based on a straight out departure where obstacle height and distance are specified with reference to the liftoff end of the runway:

	Distance	Height
1.	*** feet	*** feet
2.	*** feet	*** feet
3.	*** feet	*** feet
4.	*** feet	*** feet
5.	*** feet	*** feet
6.	*** feet	*** feet
7.	*** feet	*** feet
8.	*** feet	*** feet
9.	*** feet	*** feet

Maximum takeoff thrust is used for the takeoff.

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver: Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to *** feet above the departure airport altitude and retracting flaps and landing gear.

Climb: The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.

The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum block fuel.

The climb continues at the recommended climb speed for minimum block fuel until *** Mach number is reached.

The climb continues at *** Mach number to the initial cruise altitude.

The temperature is standard day during climb.

Maximum climb thrust is used during climb.

Cruise: The Aircraft cruises at *** Mach number.

The initial cruise altitude is *** feet.

A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.

The temperature is standard day during cruise.

	The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.
Descent:	The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.
	Throughout the descent, the cabin pressure will be controlled to a maximum rate of descent equivalent to *** feet per minute ***.
	The temperature is standard day during descent.
Approach and Landing Maneuver:	The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.
	The destination airport altitude is *** feet.
Fixed Allowances:	For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:
	Taxi-Out:
	Fuel *** Pounds
	Takeoff and Climbout Maneuver:
	Fuel *** Pounds Distance *** Nautical Miles
	Approach and Landing Maneuver:
	Fuel *** Pounds
	Taxi-In (shall be consumed from the reserve fuel):
	Fuel *** Pounds
	Usable reserve fuel remaining upon completion of the approach and landing maneuver: *** Pounds
	For information purposes, the reserve fuel is based on *** percent of a contingency allowance equivalent to the fuel required for a *** minute cruise on a standard day at an *** Mach number, *** feet and a maximum landing weight of *** Pounds

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2.3.4 Mission Payload

The payload for a stage length of *** nautical miles in still air (equivalent to a distance of *** nautical miles with a *** knot headwind, representative of a *** to *** route in ***) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Takeoff: The airport altitude is *** feet.

The airport temperature is ***°F.

The takeoff runway available (TORA) is *** feet.

The takeoff distance available (TODA) is *** feet.

The accelerate-stop distance available (ASDA) is *** feet.

The lineup allowance adjustment to TORA and TODA is *** feet.

The lineup allowance adjustment to ASDA is *** feet.

The runway slope is *** percent uphill.

The following obstacle definition is based on a straight out departure where obstacle height and distance are specified with reference to the liftoff end of the runway:

	Distance	Height
1.	*** feet	*** feet

Maximum takeoff thrust is used for the takeoff.

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver: Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to *** feet above the departure airport altitude and retracting flaps and landing gear.

Climb: The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.

The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum block fuel.

The climb continues at the recommended climb speed for minimum block fuel until *** Mach number is reached.

The climb continues at *** Mach number to the initial cruise altitude.

The temperature is standard day during climb.

The temperature is standard day during climb.

Maximum climb thrust is used during climb.

Cruise: The Aircraft cruises at *** Mach number.

The initial cruise altitude is *** feet.

A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.

The temperature is standard day during cruise.

The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.

Descent: The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.

Throughout the descent, the cabin pressure will be controlled to a maximum rate of descent equivalent to *** feet per minute ***.

The temperature is standard day during descent.

Approach and Landing Maneuver: The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.

The destination airport altitude is *** feet.

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:

Fuel	*** Pounds

Takeoff and Climbout Maneuver:

Fuel	*** Pounds
Distance	*** Nautical Miles

Approach and Landing Maneuver:

Fuel	*** Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel	*** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: *** Pounds

For information purposes, the reserve fuel is based on *** percent of a contingency allowance equivalent to the fuel required for a *** minute cruise on a standard day at an *** Mach number, *** feet and a maximum landing weight of *** Pounds

2.3.5 Mission Block Fuel

The block fuel for a stage length of *** nautical miles in still air with a *** pound payload using the conditions and operating rules defined below, shall not be more than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules:

Conditions and operating rules.

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Block Fuel:	The block fuel is defined as the sum of the fuel used for taxi-out, takeoff and climbout maneuver, climb, cruise, descent, approach and landing maneuver, and taxi-in.
Takeoff:	The airport altitude is ***.
	The takeoff gross weight is not limited by the airport conditions.
	The takeoff gross weight shall conform to FAA Regulations.
Climbout Maneuver:	Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to *** feet above the departure airport altitude and retracting flaps and landing gear.
Climb:	The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.
	The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum block fuel.
	The climb continues at the recommended climb speed for minimum block fuel until *** Mach number is reached.
	The climb continues at *** Mach number to the initial cruise altitude.
	The temperature is standard day during climb.
	Maximum climb thrust is used during climb.
Cruise:	The Aircraft cruises at *** Mach number.
	The initial cruise altitude is *** feet.
	A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.
	The temperature is standard day during cruise.
	The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.

Descent:	The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude. Throughout the descent, the cabin pressure is controlled to a maximum rate of descent equivalent to *** feet per minute ***. The temperature is standard day during descent.
Approach and Landing Maneuver:	The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands. The destination airport altitude is a *** airport.
Fixed Allowances:	For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances: Taxi-Out: Fuel *** Pounds Takeoff and Climbout Maneuver: Fuel *** Pounds Distance *** Nautical Miles Approach and Landing Maneuver: Fuel *** Pounds Taxi-In (shall be consumed from the reserve fuel): Fuel *** Pounds Usable reserve fuel remaining upon completion of the approach and landing maneuver: *** Pounds For information purposes, the reserve fuel is based on *** percent of a contingency allowance equivalent to the fuel required for a ***minute cruise on a standard day at an ***Mach number, *** feet and a maximum landing weight of *** Pounds

2.3.6 Operational Empty Weight Basis

The Operational Empty Weight (OEW) derived in Paragraph 2.3.7 is the basis for the mission guarantees of Paragraphs 2.3.1, 2.3.2, 2.3.3, 2.3.4, and 2.3.5.

2.3.7 Weight Summary—United Airlines

	Pounds
Standard Model Specification MEW	***
787 Airplane Configuration Specification Addendum, ***, ***	
*** (*** CC / *** YC) Interior	
GEnx Engines	
*** Lb. Maximum Taxi Weight	
*** USG Fuel Capacity	
Changes for United Airlines*	

***		***
***		
***		***
***		***
***		***
***		***
***		***
United Airlines Manufacturer's Empty Weight (MEW)		***
Standard and Operational Items Allowance (Paragraph 2.3.8)		***
United Airlines Operational Empty Weight (OEW)		***

	Quantity	Pounds	Pounds
Seat Weight Included*			***
***	***	***	
***	***	***	
***	***	***	
***	***	***	
***	***	***	
***	***	***	

2.3.8 Standard and Operational Items Allowance

	Qty	lb	lb	lb
Standard Items Allowance				***
Unusable Fuel			***	
Oil			***	
Oxygen Equipment			***	
Portable Oxygen Bottles	***	***		
Miscellaneous Equipment			***	
First Aid Kits	***	***		
Crash Axe	***	***		
Megaphones	***	***		
Flashlights	***	***		
Smoke Goggles	***	***		
Smoke Hoods	***	***		
Galley Structure & Fixed Inserts (*** cu ft @ *** lb/cu ft)			***	
Operational Items Allowance				***
Crew and Crew Baggage			***	
Flight Crew (*** @ *** lb. ea.)	***	***		
Cabin Crew (*** @ *** lb. ea.)	***	***		
Baggage (*** @ *** lb. ea.)	***	***		
Navigation Bags & Manuals (*** @ *** lb. ea.)	***	***		
Catering Allowance & Removable Inserts: *** Meal Service			***	
First Class	***	***		
Business Class	***	***		
Economy Class	***	***		
Tourist Class	***	***		
Passenger Service Equipment (*** @ *** lb. ea.)			***	
Potable Water—(180 USG)			***	
Waste Tank Disinfectant			***	
Emergency Equipment (Includes Over Water Equip.)			***	
Slide Rafts: Main Entry	***	***		
Life Vests	***	***		
Locator Transmitter	***	***		
Cargo System			***	

Pallets (*** @ *** lb ea.)	***
Containers (*** @ *** lb ea.)	***
Total Standard and Operational Items Allowance	***

3 SOUND LEVELS

3.1 Community Sound Levels

The Aircraft shall be certified in accordance with the requirements of 14 CFR Part 36, Stage 4 and ICAO Annex 16, Volume 1, Chapter 4.

3.2 Cumulative Noise Certification Margin to Chapter 4 / Stage 4 Rule

The Cumulative Noise Certification Margin to the Chapter 4 / Stage 4 Rule shall not be less than *** EPNdB.

3.3 Departure Condition

The sound level for Departure Noise shall be defined as the numerical average of flyover (with thrust cutback) and lateral noise certification values. The Departure Noise level for this aircraft with a brake release gross weight of *** pounds shall qualify this aircraft for the London "QC1" noise quota count class as defined in United Kingdom AIP Supplement S8/2009 applicable 29 March 2009, and shall not be greater than the following guarantee value:

GUARANTEE: *** EPNdB

3.4 Arrival Condition

The sound level for Arrival Noise shall be defined as *** EPNdB less than the approach noise certification value. The Arrival Noise level for this aircraft with a landing gross weight of *** pounds shall qualify this aircraft for the London "QC1" noise quota count class as defined in United Kingdom AIP Supplement S8/2009 applicable 29 March 2009, and shall not be greater than the following guarantee value:

GUARANTEE: *** EPNdB

4 AIRCRAFT CONFIGURATION

4.1 The guarantees contained in this Attachment are based on the Aircraft configuration as defined in Boeing Document ***, plus any changes mutually agreed to or otherwise allowed by the Purchase Agreement to be incorporated into the original release of the Customer's Detail Specification (hereinafter referred to as the Detail Specification). Appropriate adjustment shall be made for changes in such Detail Specification approved by the Customer and Boeing or otherwise allowed by the Purchase Agreement which cause changes to the flight performance and/or weight and balance of the Aircraft. Such adjustment shall be accounted for by Boeing in its evidence of compliance with the guarantees.

4.2 The guarantee payloads of Paragraph 2.3.2, 2.3.3, and 2.3.4, the specified payload of the Paragraph 2.3.5 block fuel guarantee, and the specified payload of the Paragraph 2.3.1 range guarantee will be adjusted by Boeing for the effect of the following on OEW in its evidence of compliance with the guarantees:

(1) Changes to the Detail Specification or any other changes mutually agreed upon between the Customer and Boeing or otherwise allowed by the Purchase Agreement.

(2) The difference between the seat weight allowances to be incorporated into the Detail Specification and the actual weights.

5 GUARANTEE CONDITIONS

5.1 All guaranteed performance data are based on the International Standard Atmosphere (ISA) and specified variations therefrom; altitudes are pressure altitudes.

5.2 The Federal Aviation Administration (FAA) regulations referred to in this Attachment are, unless otherwise specified, Code of Federal Regulations 14, Part 25 amended by Amendments 25-1 through 25-117, subject to the approval of the Federal Aviation Administration.

5.3 In the event a change is made to any law, governmental regulation or requirement, or in the interpretation of any such law, governmental regulation or requirement that affects the certification basis for the Aircraft as described in Paragraphs 3.1 or 5.2, and as a result thereof, a change is made to the configuration and/or the performance of the Aircraft in order to obtain certification, the guarantees set forth in this Attachment shall be appropriately modified to reflect any such change.

5.4 The takeoff portion of the mission guarantees are based on hard surface, level and dry runways with no wind or obstacles, no clearway or stopway, *** mph tires, with anti-skid operative. The takeoff performance is based on an alternate forward center of gravity limit of *** percent of the mean aerodynamic chord. The takeoff performance is based on engine power extraction for normal operation of the air conditioning with thermal anti-icing turned off and ***. Unbalanced field length calculations and the improved climb performance procedure will be used for takeoff as required.

5.5 The enroute one-engine-inoperative altitude guarantee is based on engine power extraction for air conditioning with one pack operating. No engine power extraction for thermal anti-icing is provided unless otherwise specified. ***

5.6 The all-engine altitude capability guarantees, and the climb, cruise and descent portions of the mission guarantees include allowances for normal power extraction and engine power extraction for normal operation of the air conditioning system. Normal operation of the air conditioning system shall be defined as pack switches in the “Auto” position, the temperature control switches in the “Auto” position that results in a nominal cabin temperature of ***°F, and all air conditioning systems operating normally. No engine power extraction for thermal anti-icing is provided unless otherwise specified. ***

5.7 The all-engine altitude capability guarantees, and the climb, cruise and descent portions of the mission guarantees are based on an Aircraft center of gravity location, as determined by Boeing, not to be aft of *** percent of the mean aerodynamic chord.

5.8 Performance, where applicable, is based on a fuel Lower Heating Value (LHV) of *** BTU per pound and a fuel density of *** pounds per U.S. gallon.

5.9 Cumulative Noise Certification Margin to the Chapter 4 / Stage 4 rule shall be defined as ***dB less than the sum of the

differences between the three certification values (flyover with cutback, peak lateral, and approach) of the Aircraft with respect to the three noise limits defined in ICAO Annex 16, Volume 1, Chapter 3 and 14 CFR Part 36 Stage 3.

6 GUARANTEE COMPLIANCE

6.1 Compliance with the guarantees of Sections 2 and 3 shall be based on the conditions specified in those sections, the Aircraft configuration of Section 4 and the guarantee conditions of Section 5.

6.2 Compliance with the enroute one-engine-inoperative altitude, the buffet onset portion of altitude capability guarantee, the takeoff portion of the mission guarantee, and the community sound level guarantees shall be based on the FAA approved Airplane Flight Manual for the Model 787-8.

6.3 Compliance with the all-engine altitude capability guarantees, and the climb, cruise and descent portions of the mission guarantees shall be established by calculations based on flight test data obtained from an aircraft in a configuration similar to that defined by the Detail Specification.

6.4 The OEW used for compliance with the mission guarantees shall be the actual MEW plus the Standard and Operational Items Allowance in Paragraph 03-60-00 of the Detail Specification.

6.5 The data derived from tests shall be adjusted as required by conventional methods of correction, interpolation or extrapolation in accordance with established engineering practices to show compliance with these guarantees.

6.6 Compliance shall be based on the performance of the airframe and engines in combination, and shall not be contingent on the engine meeting its manufacturer's performance specification.

7 EXCLUSIVE GUARANTEES

The only performance guarantees applicable to the Aircraft are those set forth in this Attachment.

MODEL 787-8 PERFORMANCE GUARANTEES

FOR UNITED AIR LINES, INC.

CONTENTS

SECTION	
1	AIRCRAFT MODEL APPLICABILITY
2	FLIGHT PERFORMANCE
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5	GUARANTEE CONDITIONS
6	GUARANTEE COMPLIANCE
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1. AIRCRAFT MODEL APPLICABILITY

The guarantees contained in this Attachment (the "Performance Guarantees") are applicable to the 787-8 Aircraft with a maximum takeoff weight of *** pounds, a maximum landing weight of *** pounds, and a maximum zero fuel weight of *** pounds, and equipped with Boeing furnished Trent 1000-*** engines.

2. FLIGHT PERFORMANCE

2.1 Enroute One-Engine-Inoperative Altitude

The FAA approved gross weight at an enroute one-engine-inoperative altitude of *** feet at which the available gross climb gradient equals *** percent on an ISA+10°C day using not more than maximum continuous thrust, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

2.2 Altitude Capability—All Engines Operating

2.2.1 The altitude capability at a gross weight of *** pounds, on an ISA+10°C day, at *** Mach number, and satisfying the conditions defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Feet
TOLERANCE:	*** Feet
GUARANTEE:	*** Feet

Conditions:

1) The Aircraft shall be capable of maintaining level cruising flight using not more than maximum cruise thrust.

2) The Aircraft shall be capable of maintaining a rate of climb of *** feet per minute using not more than maximum climb thrust.

3) The Aircraft shall be capable of at least a *** g maneuver load factor at buffet onset.

2.2.2 The gross weight capability at an altitude of *** feet, on an ISA+10°C day, at *** Mach number, and satisfying the conditions defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions:

1) The Aircraft shall be capable of maintaining level cruising flight using not more than maximum cruise thrust.

2) The Aircraft shall be capable of maintaining a rate of climb of *** feet per minute using not more than maximum climb thrust.

3) The Aircraft shall be capable of at least a *** g maneuver load factor at buffet onset.

2.3 Mission

2.3.1 Mission Range

The still air range with a *** pound payload using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Nautical Miles
TOLERANCE:	*** Nautical Miles
GUARANTEE:	*** Nautical Miles

Conditions and operating rules:

Still Air Range:	The still air range is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.
Takeoff:	The airport altitude is ***.
	The takeoff gross weight is *** the airport conditions.
	The takeoff gross weight shall conform to FAA Regulations.
Climbout Maneuver:	Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to *** feet above the departure airport altitude and retracting flaps and landing gear.

Climb:	The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.
	The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum block fuel.
	The climb continues at the recommended climb speed for minimum block fuel until *** Mach number is reached.
	The climb continues at *** Mach number to the initial cruise altitude.
	The temperature is standard day during climb.
	Maximum climb thrust is used during climb.
Cruise:	The Aircraft cruises at *** Mach number.
	The initial cruise altitude is *** feet.
	A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.
	The temperature is standard day during cruise.
	The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.
Descent:	The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.
	Throughout the descent, the cabin pressure is controlled to a maximum rate of descent equivalent to *** feet per minute at ***
	The temperature is standard day during descent.
Approach and Landing Maneuver:	The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.
	The destination airport altitude is a *** airport.

Fixed Allowances:

For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:
Fuel *** Pounds

Takeoff and Climbout Maneuver:

Fuel *** Pounds
Distance *** Nautical Miles

Approach and Landing Maneuver

Fuel *** Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel *** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: *** Pounds

For information purposes, the reserve fuel is based on *** percent of a contingency allowance equivalent to the fuel required for a *** minute cruise on a standard day at an *** Mach number, *** feet and a maximum landing weight of *** Pounds

2.3.2 Mission Payload

The payload for a stage length of *** nautical miles in still air (equivalent to a distance of *** nautical miles with a *** knot headwind, representative of a *** to *** route in ***) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules:

Stage Length:

The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Takeoff:

The airport altitude is *** feet.

The airport temperature is ***F.

The takeoff runway available (TORA) is *** feet.

The takeoff distance available (TODA) is *** feet.

The accelerate-stop distance available (ASDA) is *** feet.

The lineup allowance adjustment to TORA and TODA is *** feet.

The lineup allowance adjustment to ASDA is *** feet.

The runway slope is *** percent uphill.

The following obstacle definition is based on a straight out departure where obstacle height and distance are specified with reference to the liftoff end of the runway:

	Distance	Height
1.	*** feet	*** feet
2.	*** feet	*** feet

Maximum takeoff thrust is used for the takeoff.

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver: Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to *** feet above the departure airport altitude and retracting flaps and landing gear.

Climb: The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.

The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum block fuel.

The climb continues at the recommended climb speed for minimum block fuel until *** Mach number is reached.

The climb continues at *** Mach number to the initial cruise altitude.

The temperature is standard day during climb.

Maximum climb thrust is used during climb.

Cruise: The Aircraft cruises at *** Mach number.

The initial cruise altitude is *** feet.

A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.

The temperature is standard day during cruise.

The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.

Descent: The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.

Throughout the descent, the cabin pressure will be controlled to a maximum rate of descent equivalent to *** feet per minute at ***.

The temperature is standard day during descent.

Approach and Landing Maneuver: The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.

The destination airport altitude is *** feet.

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:

Fuel	*** Pounds

Takeoff and Climbout Maneuver:

Fuel	*** Pounds
Distance	*** Nautical Miles

Approach and Landing Maneuver:

Fuel	*** Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel	*** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: *** Pounds

For information purposes, the reserve fuel is based on *** percent of a contingency allowance equivalent to the fuel required for a *** minute cruise on a standard day at an *** Mach number, *** feet and a maximum landing weight of *** Pounds

2.3.3 Mission Payload

The payload for a stage length of *** nautical miles in still air (equivalent to a distance of *** nautical miles with a *** knot headwind, representative of a *** to *** route in ***) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Takeoff: The airport altitude is *** feet.

The airport temperature is ***°F.

The takeoff runway available (TORA) is *** feet.

The takeoff distance available (TODA) is *** feet.

The accelerate-stop distance available (ASDA) is *** feet.

The lineup allowance adjustment to TORA and TODA is *** feet.

The lineup allowance adjustment to ASDA is *** feet.

The runway slope is *** percent downhill.

The following obstacle definition is based on a straight out departure where obstacle height and distance are specified with reference to the liftoff end of the runway:

	Distance	Height
1.	*** feet	*** feet
2.	*** feet	*** feet
3.	*** feet	*** feet
4.	*** feet	*** feet
5.	*** feet	*** feet
6.	*** feet	*** feet
7.	*** feet	*** feet
8.	*** feet	*** feet
9.	*** feet	*** feet

Maximum takeoff thrust is used for the takeoff.

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver — Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to *** feet above the departure airport altitude and retracting flaps and landing gear.

Climb: — The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.

The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum block fuel.

The climb continues at the recommended climb speed for minimum block fuel until *** Mach number is reached.

The climb continues at *** Mach number to the initial cruise altitude.

The temperature is standard day during climb.

Maximum climb thrust is used during climb.

Cruise: — The Aircraft cruises at *** Mach number.

The initial cruise altitude is *** feet.

A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.

The temperature is standard day during cruise.

The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.

Descent: The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.

Throughout the descent, the cabin pressure will be controlled to a maximum rate of descent equivalent to *** feet per minute at ***.

The temperature is standard day during descent.

Approach and Landing Maneuver: The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.

The destination airport altitude is *** feet.

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:
Fuel *** Pounds

Takeoff and Climbout Maneuver:

Fuel *** Pounds
Distance *** Nautical Miles

Approach and Landing Maneuver:

Fuel *** Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel *** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: *** Pounds

For information purposes, the reserve fuel is based on *** percent of a contingency allowance equivalent to the fuel required for a *** minute cruise on a standard day at an *** Mach number, *** feet and a maximum landing weight of *** Pounds

2.3.4 Mission Payload

The payload for a stage length of *** nautical miles in still air (equivalent to a distance of *** nautical miles with a *** knot headwind, representative of a *** to *** route in ***) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb,

cruise, and descent.

Takeoff:

The airport altitude is *** feet.

The airport temperature is ***°F.

The takeoff runway available (TORA) is *** feet.

The takeoff distance available (TODA) is *** feet.

The accelerate-stop distance available (ASDA) is *** feet.

The lineup allowance adjustment to TORA and TODA is *** feet.

The lineup allowance adjustment to ASDA is *** feet.

The runway slope is *** percent uphill.

The following obstacle definition is based on a straight out departure where obstacle height and distance are specified with reference to the liftoff end of the runway:

	Distance	Height
1.	*** feet	*** feet

Maximum takeoff thrust is used for the takeoff.

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver:

Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to *** feet above the departure airport altitude and retracting flaps and landing gear.

Climb:

The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.

The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum block fuel.

The climb continues at the recommended climb speed for minimum block fuel until *** Mach number is reached.

The climb continues at *** Mach number to the initial cruise altitude.

The temperature is standard day during climb.

Maximum climb thrust is used during climb.

Cruise:

The Aircraft cruises at *** Mach number.

The initial cruise altitude is *** feet.

A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.

The temperature is standard day during cruise.

The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.

Descent:

The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.

Throughout the descent, the cabin pressure will be controlled to a maximum rate of descent equivalent to *** feet per minute at ***.

The temperature is standard day during descent.

Approach and Landing Maneuver: The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.

The destination airport altitude is *** feet.

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:

Fuel	*** Pounds

Takeoff and Climbout Maneuver:

Fuel	*** Pounds
Distance	*** Nautical Miles

Approach and Landing Maneuver:

Fuel	*** Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel	*** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: *** Pounds

For information purposes, the reserve fuel is based on *** percent of a contingency allowance equivalent to the fuel required for a *** minute cruise on a standard day at an *** Mach number, *** feet and a maximum landing weight of *** Pounds

2.3.5 Mission Block Fuel

The block fuel for a stage length of *** nautical miles in still air with a *** pound payload using the conditions and operating rules defined below, shall not be more than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Block Fuel:	The block fuel is defined as the sum of the fuel used for taxi-out, takeoff and climbout maneuver, climb, cruise, descent, approach and landing maneuver, and taxi-in.
Takeoff:	The airport altitude is ***.
	The takeoff gross weight is not limited by the airport conditions.
	The takeoff gross weight shall conform to FAA Regulations.
Climbout Maneuver:	Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to *** feet above the departure airport altitude and retracting flaps and landing gear.
Climb:	The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.
	The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum block fuel.
	The climb continues at the recommended climb speed for minimum block fuel until *** Mach number is reached.
	The climb continues at *** Mach number to the initial cruise altitude.
	The temperature is standard day during climb.
	Maximum climb thrust is used during climb.
Cruise:	The Aircraft cruises at *** Mach number.
	The initial cruise altitude is *** feet.
	A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.
	The temperature is standard day during cruise.
	The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.

Descent:	The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.
	Throughout the descent, the cabin pressure is controlled to a maximum rate of descent equivalent to *** feet per minute at ***.
	The temperature is standard day during descent.
Approach and Landing Maneuver:	The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.
	The destination airport altitude is *** airport.
Fixed Allowances:	For the purpose of this guarantee and for the purpose of establishing compliance with this

guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:

Fuel	*** Pounds

Takeoff and Climbout Maneuver:

Fuel	*** Pounds
Distance	*** Nautical Miles

Approach and Landing Maneuver:

Fuel	*** Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel	*** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: *** Pounds

For information purposes, the reserve fuel is based on *** percent of a contingency allowance equivalent to the fuel required for a *** minute cruise on a standard day at an *** Mach number, *** feet and a maximum landing weight of *** Pounds

2.3.6 Operational Empty Weight Basis

The Operational Empty Weight (OEW) derived in Paragraph 2.3.7 is the basis for the mission guarantees of Paragraphs 2.3.1, 2.3.2, 2.3.3, 2.3.4, and 2.3.5.

2.3.7 Weight Summary—United Airlines

	Pounds
Standard Model Specification MEW	***
787 Airplane Configuration Specification Addendum, ***	
*** *** CC / *** YC) Interior	
Trent 1000 Engines	
*** Lb. Maximum Taxi Weight	
*** USG Fuel Capacity	
Changes for United Airlines*	
***	***
***	
***	***
***	***
***	***
***	***
***	***
United Airlines Manufacturer's Empty Weight (MEW)	***
Standard and Operational Items Allowance (Paragraph 2.3.8)	***
United Airlines Operational Empty Weight (OEW)	***

Seat Weight Included*	Quantity	Pounds	Pounds ***
***	***	***	
***	***	***	
***	***	***	
***	***	***	
***	***	***	
***	***	***	

2.3.8 Standard and Operational Items Allowance

	Qty	lb	lb	lb
Standard Items Allowance				***
Unusable Fuel			***	
Oil			***	
Oxygen Equipment			***	
Portable Oxygen Bottles	***	***		
Miscellaneous Equipment			***	
First Aid Kits	***	***		
Crash Axe	***	***		
Megaphones	***	***		
Flashlights	***	***		
Smoke Goggles	***	***		
Smoke Hoods	***	***		
Galley Structure & Fixed Inserts (*** cu ft @ *** lb/cu ft)			***	
Operational Items Allowance				***
Crew and Crew Baggage			***	
Flight Crew (*** @ *** lb. ea.)	***	***		
Cabin Crew (*** @ *** lb. ea.)	***	***		
Baggage (*** @ *** lb. ea.)	***	***		
Navigation Bags & Manuals (*** @ *** lb. ea.)	***	***		
Catering Allowance & Removable Inserts: *** Meal Service			***	
First Class	***	***		
Business Class	***	***		
Economy Class	***	***		
Tourist Class	***	***		
Passenger Service Equipment (*** @ *** lb. ea.)			***	
Potable Water—(180 USG)			***	
Waste Tank Disinfectant			***	
Emergency Equipment (Includes Over Water Equip.)			***	
Slide Rafts: Main Entry	***	***		
Life Vests	***	***		
Locator Transmitter	***	***		
Cargo System			***	
Pallets (*** @ *** lb ea.)		***		
Containers (*** @ *** lb ea.)		***		
Total Standard and Operational Items Allowance				***

3. SOUND LEVELS

3.1 Community Sound Levels

The Aircraft shall be certified in accordance with the requirements of 14 CFR Part 36, Stage 4 and ICAO Annex 16, Volume 1, Chapter 4.

3.2 Cumulative Noise Certification Margin to Chapter 4 / Stage 4 Rule

The Cumulative Noise Certification Margin to the Chapter 4 / Stage 4 Rule shall not be less than *** EPNdB.

3.3 Departure Condition

The sound level for Departure Noise shall be defined as the numerical average of flyover (with thrust cutback) and lateral noise certification values. The Departure Noise level for this aircraft with a brake release gross weight of *** pounds shall qualify this aircraft for the London "QC1" noise quota count class as defined in United Kingdom AIP Supplement S8/2009 applicable 29 March 2009, and shall not be greater than the following guarantee value:

GUARANTEE: *** EPNdB

3.4 Arrival Condition

The sound level for Arrival Noise shall be defined as *** EPNdB less than the approach noise certification value. The Arrival Noise level for this aircraft with a landing gross weight of *** pounds shall qualify this aircraft for the London "QC0.5" noise quota count class as defined in United Kingdom AIP Supplement S8/2009 applicable 29 March 2009, and shall not be greater than the following guarantee value:

GUARANTEE: *** EPNdB

4. AIRCRAFT CONFIGURATION

4.1 The guarantees contained in this Attachment are based on the Aircraft configuration as defined in Boeing Document *** plus any changes mutually agreed to or otherwise allowed by the Purchase Agreement to be incorporated into the original release of the Customer's Detail Specification (hereinafter referred to as the Detail Specification). Appropriate adjustment shall be made for changes in such Detail Specification approved by the Customer and Boeing or otherwise allowed by the Purchase Agreement which cause changes to the flight performance and/or weight and balance of the Aircraft. Such adjustment shall be accounted for by Boeing in its evidence of compliance with the guarantees.

4.2 The guarantee payloads of Paragraph 2.3.2, 2.3.3, and 2.3.4, the specified payload of the Paragraph 2.3.5 block fuel guarantee, and the specified payload of the Paragraph 2.3.1 range guarantee will be adjusted by Boeing for the effect of the following on OEW in its evidence of compliance with the guarantees:

(1) Changes to the Detail Specification or any other changes mutually agreed upon between the Customer and Boeing or otherwise allowed by the Purchase Agreement.

(2) The difference between the seat weight allowances to be incorporated into the Detail Specification and the actual weights.

5. GUARANTEE CONDITIONS

5.1 All guaranteed performance data are based on the International Standard Atmosphere (ISA) and specified variations therefrom; altitudes are pressure altitudes.

5.2 The Federal Aviation Administration (FAA) regulations referred to in this Attachment are, unless otherwise specified, Code of

5.2 The Federal Aviation Administration (FAA) regulations referred to in this Attachment are, unless otherwise specified, Code of Federal Regulations 14, Part 25 amended by Amendments 25-1 through 25-117, subject to the approval of the Federal Aviation Administration.

5.3 In the event a change is made to any law, governmental regulation or requirement, or in the interpretation of any such law, governmental regulation or requirement that affects the certification basis for the Aircraft as described in Paragraphs 3.1 or 5.2, and as a result thereof, a change is made to the configuration and/or the performance of the Aircraft in order to obtain certification, the guarantees set forth in this Attachment shall be appropriately modified to reflect any such change.

5.4 The takeoff portion of the mission guarantees are based on hard surface, level and dry runways with no wind or obstacles, no clearway or stopway, *** mph tires, with anti-skid operative. The takeoff performance is based on an alternate forward center of gravity limit of *** percent of the mean aerodynamic chord. The takeoff performance is based on engine power extraction for normal operation of the air conditioning with thermal anti-icing turned off and *** Unbalanced field length calculations and the improved climb performance procedure will be used for takeoff as required.

5.5 The enroute one-engine-inoperative altitude guarantee is based on engine power extraction for air conditioning with one pack operating. No engine power extraction for thermal anti-icing is provided unless otherwise specified. ***

5.6 The all-engine altitude capability guarantees, and the climb, cruise and descent portions of the mission guarantees include allowances for normal power extraction and engine power extraction for normal operation of the air conditioning system. Normal operation of the air conditioning system shall be defined as pack switches in the “Auto” position, the temperature control switches in the “Auto” position that results in a nominal cabin temperature of ***°F, and all air conditioning systems operating normally. No engine power extraction for thermal anti-icing is provided unless otherwise specified. ***

5.7 The all-engine altitude capability guarantees, and the climb, cruise and descent portions of the mission guarantees are based on an Aircraft center of gravity location, as determined by Boeing, not to be aft of *** percent of the mean aerodynamic chord.

5.8 Performance, where applicable, is based on a fuel Lower Heating Value (LHV) of *** BTU per pound and a fuel density of *** pounds per U.S. gallon.

5.9 Cumulative Noise Certification Margin to the Chapter 4 / Stage 4 rule shall be defined as ***dB less than the sum of the differences between the three certification values (flyover with cutback, peak lateral, and approach) of the Aircraft with respect to the three noise limits defined in ICAO Annex 16, Volume 1, Chapter 3 and 14 CFR Part 36 Stage 3.

6. GUARANTEE COMPLIANCE

6.1 Compliance with the guarantees of Sections 2 and 3 shall be based on the conditions specified in those sections, the Aircraft configuration of Section 4 and the guarantee conditions of Section 5.

6.2 Compliance with the enroute one-engine-inoperative altitude, the buffet onset portion of altitude capability guarantee, the takeoff portion of the mission guarantee, and the community sound level guarantees shall be based on the FAA approved Airplane Flight Manual for the Model 787-8.

6.3 Compliance with the all-engine altitude capability guarantees, and the climb, cruise and descent portions of the mission guarantees shall be established by calculations based on flight test data obtained from an aircraft in a configuration similar to that defined by the Detail Specification.

6.4 The OEW used for compliance with the mission guarantees shall be the actual MEW plus the Standard and Operational Items Allowance in Paragraph 03-60-00 of the Detail Specification.

6.5 The data derived from tests shall be adjusted as required by conventional methods of correction, interpolation or extrapolation in accordance with established engineering practices to show compliance with these guarantees.

6.6 Compliance shall be based on the performance of the airframe and engines in combination, and shall not be contingent on the engine meeting its manufacturer's performance specification.

7. EXCLUSIVE GUARANTEES

The only performance guarantees applicable to the Aircraft are those set forth in this Attachment.

MODEL 787-9 PERFORMANCE GUARANTEES

FOR UNITED AIR LINES, INC.

SECTION	CONTENTS
1	AIRCRAFT MODEL APPLICABILITY
2	FLIGHT PERFORMANCE
3	SOUND LEVELS
4	AIRCRAFT CONFIGURATION
5	GUARANTEE CONDITIONS
6	GUARANTEE COMPLIANCE
7	EXCLUSIVE GUARANTEES

Boeing / United Air Lines, Inc. Proprietary

1. AIRCRAFT MODEL APPLICABILITY

The guarantees contained in this Attachment (the "Performance Guarantees") are applicable to the 787-9 Aircraft with a maximum takeoff weight of *** pounds, a maximum landing weight of *** pounds, and a maximum zero fuel weight of *** pounds, and equipped with Boeing furnished GEnx-1B*** engines.

2. FLIGHT PERFORMANCE

2.1 Enroute One-Engine-Inoperative Altitude

The FAA approved gross weight at an enroute one-engine-inoperative altitude of *** feet at which the available gross climb gradient equals *** percent on an ISA+10°C day using not more than maximum continuous thrust with engine and wing anti-ice bleed on, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

2.2 Altitude Capability—All Engines Operating

2.2.1 The altitude capability at a gross weight of *** pounds, on an ISA+10°C day, at *** Mach number, and satisfying the conditions defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Feet
TOLERANCE:	*** Feet
GUARANTEE:	*** Feet

Conditions:

1) The Aircraft shall be capable of maintaining level cruising flight using not more than maximum cruise thrust.

2) The Aircraft shall be capable of maintaining a rate of climb of *** feet per minute using not more than maximum climb thrust.

3) The Aircraft shall be capable of at least a *** g maneuver load factor at buffet onset.

2.2.2 The gross weight capability at an altitude of *** feet, on an ISA+10°C day, at *** Mach number, and satisfying the conditions defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions:

1) The Aircraft shall be capable of maintaining level cruising flight using not more than maximum cruise thrust.

2) The Aircraft shall be capable of maintaining a rate of climb of *** feet per minute using not more than maximum climb thrust.

3) The Aircraft shall be capable of at least a *** g maneuver load factor at buffet onset.

2.3 Mission

2.3.1 Mission Range

The still air range with a *** pound payload using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Nautical Miles
TOLERANCE:	*** Nautical Miles
GUARANTEE:	*** Nautical Miles

Conditions and operating rules:

Still Air Range:	The still air range is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.
Takeoff:	The airport altitude is ***. The takeoff gross weight is *** the airport conditions. The takeoff gross weight shall conform to FAA Regulations.
Climbout Maneuver:	Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to *** feet above the departure airport altitude and retracting flaps and landing gear.
Climb:	The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.

	The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum block fuel.
	The climb continues at the recommended climb speed for minimum block fuel until *** Mach number is reached.
	The climb continues at *** Mach number to the initial cruise altitude.
	The temperature is standard day during climb.
	Maximum climb thrust is used during climb.
Cruise:	The Aircraft cruises at *** Mach number.
	The initial cruise altitude is *** feet.
	A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.
	The temperature is standard day during cruise.
	The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.
Descent:	The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.
	Throughout the descent, the cabin pressure is controlled to a maximum rate of descent equivalent to *** feet per minute at ***.
	The temperature is standard day during descent.
Approach and Landing Maneuver:	The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.
	The destination airport altitude is *** airport.
	For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:

Fuel *** Pounds

Takeoff and Climbout Maneuver:

Fuel *** Pounds
Distance *** Nautical Miles

Approach and Landing Maneuver:

Fuel *** Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel *** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: *** Pounds

For information purposes, the reserve fuel is based on *** percent of a contingency allowance equivalent to the fuel required for a *** minute cruise on a standard day at an *** Mach number, *** feet and a maximum landing weight of *** Pounds.

2.3.2 Mission Payload

The payload for a stage length of *** nautical miles in still air (equivalent to a distance of *** nautical miles with a *** knot headwind, representative of a *** to *** route in ***) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules:

Stage Length:	The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.
Takeoff:	The airport altitude is *** feet.
	The airport temperature is ***°F.
	The takeoff runway available (TORA) is *** feet.
	The takeoff distance available (TODA) is *** feet.

The accelerate-stop distance available (ASDA) is *** feet.

The lineup allowance adjustment to TORA and TODA is *** feet.

The lineup allowance adjustment to ASDA is *** feet.

The runway slope is *** percent uphill.

The following obstacle definition is based on a straight out departure where obstacle height and distance are specified with reference to the liftoff end of the runway:

	Distance	Height
1.	*** feet	*** feet

2. *** feet *** feet

Maximum takeoff thrust is used for the takeoff.

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver: Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to *** feet above the departure airport altitude and retracting flaps and landing gear.

Climb: The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.

The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum block fuel.

The climb continues at the recommended climb speed for minimum block fuel until *** Mach number is reached.

The climb continues at *** Mach number to the initial cruise altitude.

The temperature is standard day during climb. Maximum climb thrust is used during climb.

Cruise: The Aircraft cruises at *** Mach number.

The initial cruise altitude is *** feet.

A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.

The temperature is standard day during cruise.

The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.

Descent: The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.

Throughout the descent, the cabin pressure will be controlled to a maximum rate of descent equivalent to *** feet per minute ***.

The temperature is standard day during descent.

Approach and Landing Maneuver: The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.

The destination airport altitude is *** feet.

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:

Fuel *** Pounds

Takeoff and Climbout Maneuver:

Fuel *** Pounds
Distance *** Nautical Miles

Approach and Landing Maneuver:

Fuel *** Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel *** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: *** Pounds

For information purposes, the reserve fuel is based on *** percent of a contingency allowance equivalent to the fuel required for a *** minute cruise on a standard day at an *** Mach number, *** feet and a maximum landing weight of *** Pounds.

2.3.3 Mission Payload

The payload for a stage length of *** nautical miles in still air (equivalent to a distance of *** nautical miles with a *** knot headwind, representative of a *** to *** route in ***) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules:

Stage Length:	The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.
Takeoff:	The airport altitude is *** feet.
	The airport temperature is ***°F.
	The takeoff runway available (TORA) is *** feet.
	The takeoff distance available (TODA) is *** feet.
	The accelerate-stop distance available (ASDA) is *** feet.
	The lineup allowance adjustment to TORA and TODA is *** feet.
	The lineup allowance adjustment to ASDA is *** feet.
	The runway slope is *** percent downhill.
	The following obstacle definition is based on a straight out departure where obstacle height and distance are specified with reference to the liftoff end of the runway:

	Distance	Height
1.	*** feet	*** feet
2.	*** feet	*** feet
3.	*** feet	*** feet
4.	*** feet	*** feet
5.	*** feet	*** feet
6.	*** feet	*** feet
7.	*** feet	*** feet
8.	*** feet	*** feet
9.	*** feet	*** feet

Maximum takeoff thrust is used for the takeoff.

The takeoff gross weight shall conform to FAA Regulations.

Climb Maneuver:: Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to *** feet above the departure airport altitude and retracting flaps and landing gear.

Climb: The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.

The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum block fuel.

The climb continues at the recommended climb speed for minimum block fuel until *** Mach number is reached.

The climb continues at *** Mach number to the initial cruise altitude.

The temperature is standard day during climb. Maximum climb thrust is used during climb.

Cruise: The Aircraft cruises at *** Mach number.

The initial cruise altitude is *** feet.

A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.

The temperature is standard day during cruise.

The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.

Descent: The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.

Throughout the descent, the cabin pressure will be controlled to a maximum rate of descent equivalent to *** feet per minute ***.

The temperature is standard day during descent.

Approach and Landing Maneuver: The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.

The destination airport altitude is *** feet.

Fixed Allowances:

For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:

Fuel *** Pounds

Takeoff and Climbout Maneuver:

Fuel *** Pounds
Distance *** Nautical Miles

Approach and Landing Maneuver:

Fuel *** Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel *** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: *** Pounds

For information purposes, the reserve fuel is based on *** percent of a contingency allowance equivalent to the fuel required for a *** minute cruise on a standard day at an *** Mach number, *** feet and a maximum landing weight of *** Pounds.

2.3.4 Mission Payload

The payload for a stage length of *** nautical miles in still air (equivalent to a distance of *** nautical miles with a *** knot headwind, representative of a *** to *** route in ***) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Takeoff: The airport altitude is *** feet.

The airport temperature is ***°F.

The takeoff runway available (TORA) is *** feet.

The takeoff distance available (TODA) is *** feet.

The accelerate-stop distance available (ASDA) is *** feet.

The lineup allowance adjustment to TORA and TODA is *** feet.

The lineup allowance adjustment to ASDA is *** feet.

The runway slope is *** percent uphill.

The following obstacle definition is based on a straight out departure where obstacle height and distance are specified with reference to the liftoff end of the runway:

	Distance	Height
1.	*** feet	*** feet

Maximum takeoff thrust is used for the takeoff.

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver:	Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to *** feet above the departure airport altitude and retracting flaps and landing gear.
Climb:	The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.
	The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum block fuel.
	The climb continues at the recommended climb speed for minimum block fuel until *** Mach number is reached.
	The climb continues at *** Mach number to the initial cruise altitude.
	The temperature is standard day during climb. Maximum climb thrust is used during climb.
Cruise:	The Aircraft cruises at *** Mach number.
	The initial cruise altitude is *** feet.
	A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.
	The temperature is standard day during cruise.
	The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.
Descent:	The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.
	Throughout the descent, the cabin pressure will be controlled to a maximum rate of descent equivalent to *** feet per minute ***.
	The temperature is standard day during descent.

Approach and Landing Maneuver: The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.

The destination airport altitude is *** feet.

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:

Fuel *** Pounds

Takeoff and Climbout Maneuver:

Fuel *** Pounds
Distance *** Nautical Miles

Approach and Landing Maneuver:

Fuel *** Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel *** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: *** Pounds

For information purposes, the reserve fuel is based on *** percent of a contingency allowance equivalent to the fuel required for a *** minute cruise on a standard day at an *** Mach number, *** feet and a maximum landing weight of *** Pounds.

2.3.5 Mission Block Fuel

The block fuel for a stage length of *** nautical miles in still air with a *** pound payload using the conditions and operating rules defined below, shall not be more than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules:

StageLength: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Block Fuel: The block fuel is defined as the sum of the fuel used for taxi-out, takeoff and climbout maneuver, climb, cruise, descent, approach and landing maneuver, and taxi-in.

Takeoff: The airport altitude is ***.

The takeoff gross weight is not limited by the airport conditions.

Maximum takeoff thrust is used for the takeoff.

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver: Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to *** feet above the departure airport

altitude and retracting flaps and landing gear.

Climb:

The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.

The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum block fuel.

The climb continues at the recommended climb speed for minimum block fuel until *** Mach number is reached.

The climb continues at *** Mach number to the initial cruise altitude.

The temperature is standard day during climb. Maximum climb thrust is used during climb.

Cruise:

The Aircraft cruises at *** Mach number.

The initial cruise altitude is *** feet.

A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.

The temperature is standard day during cruise.

The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.

Descent:

The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.

Throughout the descent, the cabin pressure is controlled to a maximum rate of descent equivalent to *** feet per minute ***.

The temperature is standard day during descent.

Approach and Landing Maneuver:

The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.

The destination airport altitude is a *** airport.

Fixed Allowances:

For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:

Fuel	*** Pounds

Takeoff and Climbout Maneuver:

Fuel	*** Pounds
Distance	*** Nautical Miles

Approach and Landing Maneuver:

Fuel	*** Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel	*** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: *** Pounds

For information purposes, the reserve fuel is based on *** percent of a contingency allowance equivalent to the fuel required for a *** minute cruise on a standard day at an *** Mach number, *** feet and

a maximum landing weight of *** Pounds.

2.3.6 Operational Empty Weight Basis

The Operational Empty Weight (OEW) derived in Paragraph 2.3.7 is the basis for the mission guarantees of Paragraphs 2.3.1, 2.3.2, 2.3.3, 2.3.4, and 2.3.5.

2.3.7 Weight Summary—United Airlines

	Pounds
Standard Model Specification MEW	***
787 Airplane Configuration Specification Addendum, ***	
*** (*** CC / *** YC) Interior	
GEnx Engines	
*** Lb. Maximum Taxi Weight	
*** USG Fuel Capacity	
Changes for United Airlines*	
***	***
***	
***	***
***	***
***	***
***	***
***	***
United Airlines Manufacturer's Empty Weight (MEW)	***
Standard and Operational Items Allowance (Paragraph 2.3.8)	***
United Airlines Operational Empty Weight (OEW)	***

* Seat Weight Included:	Quantity	Pounds	Pounds ***
***	***	***	
***	***	***	
***	***	***	
***	***	***	
***	***	***	

2.3.8 Standard and Operational Items Allowance

	Qty	lb	lb	lb
Standard Items Allowance				***
Unusable Fuel			***	
Oil			***	
Oxygen Equipment			***	
Portable Oxygen Bottles	***	***		
Miscellaneous Equipment			***	
First Aid Kits	***	***		
Crash Axe	***	***		
Megaphones	***	***		
Flashlights @ C/A Sta.	***	***		
Smoke Goggles	***	***		
Smoke Hoods	***	***		
Galley Structure & Fixed Inserts (*** cu ft @ *** lb/cu ft)			***	
Operational Items Allowance				***
Crew and Crew Baggage			***	
Flight Crew (*** @ *** lb. ea.)	***	***		
Cabin Crew (*** @ *** lb. ea.)	***	***		
Baggage (*** @ *** lb. ea.)	***	***		
Navigation Bags & Manuals (*** @ *** lb ea.)	***	***		
Catering Allowance & Removable Inserts: *** Meal Service			***	
First Class	***	***		
Business Class	***	***		
Economy Class	***	***		
Tourist Class	***	***		
Passenger Service Equipment (*** @ *** lb. ea.)			***	
Potable Water—(210 USG)			***	
Waste Tank Disinfectant			***	
Emergency Equipment (Includes Over Water Equip.)			***	
Slide Rafts: Main Entry	***	***		
Life Vests	***	***		
Locator Transmitter	***	***		
Cargo System			***	
Pallets (*** @ *** lb ea.)		***		
Containers (*** @ *** lb ea.)		***		
Total Standard and Operational Items Allowance				***

3. SOUND LEVELS

3.1 Community Sound Levels

The Aircraft shall be certified in accordance with the requirements of 14 CFR Part 36, Stage 4 and ICAO Annex 16, Volume 1, Chapter 4.

3.2 Cumulative Noise Certification Margin to Chapter 4 / Stage 4 Rule

The Cumulative Noise Certification Margin to the Chapter 4 / Stage 4 Rule shall not be less than *** EPNdB.

3.3 Departure Condition

The sound level for Departure Noise shall be defined as the numerical average of flyover (with thrust cutback) and lateral noise certification values. The Departure Noise level for this aircraft with a brake release gross weight of *** pounds shall qualify this aircraft for the London “QC2” noise quota count class as defined in United Kingdom AIP Supplement S8/2009 applicable 29 March 2009, and shall not be greater than the following guarantee value:

GUARANTEE: *** EPNdB

3.4 Arrival Condition

The sound level for Arrival Noise shall be defined as *** EPNdB less than the approach noise certification value. The Arrival Noise level for this aircraft with a landing gross weight of *** pounds shall qualify this aircraft for the London "QC1" noise quota count class as defined in United Kingdom AIP Supplement S8/2009 applicable 29 March 2009, and shall not be greater than the following guarantee value:

GUARANTEE: *** EPNdB

4. AIRCRAFT CONFIGURATION

4.1 The guarantees contained in this Attachment are based on the Aircraft configuration as defined in Boeing Document ***, plus any changes mutually agreed to or otherwise allowed by the Purchase Agreement to be incorporated into the original release of the Customer's Detail Specification (hereinafter referred to as the Detail Specification). Appropriate adjustment shall be made for changes in such Detail Specification approved by the Customer and Boeing or otherwise allowed by the Purchase Agreement which cause changes to the flight performance and/or weight and balance of the Aircraft. Such adjustment shall be accounted for by Boeing in its evidence of compliance with the guarantees.

4.2 The guarantee payloads of Paragraph 2.3.2, 2.3.3, and 2.3.4, the specified payload of the Paragraph 2.3.5 block fuel guarantee, and the specified payload of the Paragraph 2.3.1 range guarantee will be adjusted by Boeing for the effect of the following on OEW in its evidence of compliance with the guarantees:

(1) Changes to the Detail Specification or any other changes mutually agreed upon between the Customer and Boeing or otherwise allowed by the Purchase Agreement.

(2) The difference between the seat weight allowances to be incorporated into the Detail Specification and the actual weights.

5. GUARANTEE CONDITIONS

5.1 All guaranteed performance data are based on the International Standard Atmosphere (ISA) and specified variations therefrom; altitudes are pressure altitudes.

5.2 The Federal Aviation Administration (FAA) regulations referred to in this Attachment are, unless otherwise specified, Code of Federal Regulations 14, Part 25 amended by Amendments 25-1 through 25-117, subject to the approval of the Federal Aviation Administration.

5.3 In the event a change is made to any law, governmental regulation or requirement, or in the interpretation of any such law, governmental regulation or requirement that affects the certification basis for the Aircraft as described in Paragraphs 3.1 or 5.2, and as a result thereof, a change is made to the configuration and/or the performance of the Aircraft in order to obtain certification, the guarantees set forth in this Attachment shall be appropriately modified to reflect any such change.

5.4 The takeoff portion of the mission guarantees are based on hard surface, level and dry runways with no wind or obstacles, no clearway or stopway, *** mph tires, and with anti-skid operative. The takeoff performance is based on an Aircraft alternate forward center of gravity limit of *** percent of the mean aerodynamic chord. The takeoff performance is based on engine power extraction for normal operation of the air conditioning with thermal anti-icing turned off and *** Unbalanced field length calculations and the improved climb performance procedure will be used for takeoff as required.

5.5 The enroute one-engine-inoperative altitude guarantee is based on engine power extraction for air conditioning with one pack operating. No engine power extraction for thermal anti-ice is provided unless otherwise specified. ***

5.6 The all-engine altitude capability guarantees, and the climb, cruise and descent portions of the mission guarantees include allowances for normal power extraction and engine power extraction for normal operation of the air conditioning system. Normal operation of the air conditioning system shall be defined as pack switches in the "Auto" position, the temperature control switches in the "Auto" position that results in a nominal cabin temperature of ***°F, and all air conditioning systems operating normally. No engine power extraction for thermal anti-icing is

provided unless otherwise specified. ***

5.7 The all-engine altitude capability guarantees, and the climb, cruise and descent portions of the mission guarantees are based on an Aircraft center of gravity location, as determined by Boeing, not to be aft of *** percent of the mean aerodynamic chord.

5.8 Performance, where applicable, is based on a fuel Lower Heating Value (LHV) of *** BTU per pound and a fuel density of *** pounds per U.S. gallon.

5.9 Cumulative Noise Certification Margin to the Chapter 4 / Stage 4 rule shall be defined as ***dB less than the sum of the differences between the three certification values (flyover with cutback, peak lateral, and approach) of the Aircraft with respect to the three noise limits defined in ICAO Annex 16, Volume 1, Chapter 3 and 14 CFR Part 36 Stage 3.

6. GUARANTEE COMPLIANCE

6.1 Compliance with the guarantees of Sections 2 and 3 shall be based on the conditions specified in those sections, the Aircraft configuration of Section 4 and the guarantee conditions of Section 5.

6.2 Compliance with the enroute one-engine-inoperative altitude, the buffet onset portion of the all-engine altitude capability guarantees, the takeoff portion of the mission guarantee, and the community sound level guarantees shall be based on the FAA approved Airplane Flight Manual for the Model 787-9.

6.3 Compliance with the all-engine altitude capability guarantees, and the climb, cruise and descent portions of the mission guarantees shall be established by calculations based on flight test data obtained from an aircraft in a configuration similar to that defined by the Detail Specification.

6.4 The OEW used for compliance with the mission guarantees shall be the actual MEW plus the Standard and Operational Items Allowance in Paragraph 03-60-00 of the Detail Specification.

6.5 The data derived from tests shall be adjusted as required by conventional methods of correction, interpolation or extrapolation in accordance with established engineering practices to show compliance with these guarantees.

6.6 Compliance shall be based on the performance of the airframe and engines in combination, and shall not be contingent on the engine meeting its manufacturer's performance specification.

7. EXCLUSIVE GUARANTEES

The only performance guarantees applicable to the Aircraft are those set forth in this Attachment.

MODEL 787-9 PERFORMANCE GUARANTEES

FOR UNITED AIR LINES, INC.

SECTION	CONTENTS
1	AIRCRAFT MODEL APPLICABILITY
2	FLIGHT PERFORMANCE
3	MANUFACTURER'S EMPTY WEIGHT
4	AIRCRAFT CONFIGURATION
5	GUARANTEE CONDITIONS
6	GUARANTEE COMPLIANCE
7	EXCLUSIVE GUARANTEES

BOEING / UNITED AIR LINES, INC. PROPRIETARY

Attachment A4
UAL-PA-03860-LA-1209430
Trent 1000*** Engines

1 AIRCRAFT MODEL APPLICABILITY

The guarantees contained in this Attachment (**Performance Guarantees**) are applicable to the 787-9 Aircraft with a maximum takeoff weight of *** pounds, a maximum landing weight of *** pounds, and a maximum zero fuel weight of *** pounds, and equipped with Boeing furnished Trent 1000-*** engines.

2 FLIGHT PERFORMANCE

2.1 Enroute One-Engine-Inoperative Altitude

The FAA approved gross weight at an enroute one-engine-inoperative altitude of *** feet at which the available gross climb gradient equals *** percent on an ISA+10°C day using not more than maximum continuous thrust with engine and wing anti-ice bleed on, shall not be less than the following guarantee value:

NOMINAL	*** Pounds

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

2.2 Altitude Capability—All Engines Operating

2.2.1 The altitude capability at a gross weight of *** pounds, on an ISA+10°C day, at *** Mach number, and satisfying the conditions defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Feet
TOLERANCE:	*** Feet
GUARANTEE:	*** Feet

Conditions:

1) The Aircraft shall be capable of maintaining level cruising flight using not more than maximum cruise thrust.

2) The Aircraft shall be capable of maintaining a rate of climb of *** feet per minute using not more than maximum climb thrust.

3) The Aircraft shall be capable of at least a *** g maneuver load factor at buffet onset.

2.2.2 The gross weight capability at an altitude of *** feet, on an ISA+10°C day, at *** Mach number, and satisfying the conditions defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions:

1) The Aircraft shall be capable of maintaining level cruising flight using not more than maximum cruise thrust.

2) The Aircraft shall be capable of maintaining a rate of climb of *** feet per minute using not more than maximum climb thrust.

3) The Aircraft shall be capable of at least a *** g maneuver load factor at buffet onset.

2.3 Mission

2.3.1 Mission Range

The still air range with a *** pound payload using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Nautical Miles
TOLERANCE:	*** Nautical Miles
GUARANTEE:	*** Nautical Miles

Conditions and operating rules:

Still Air Range:	The still air range is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.
Takeoff:	The airport altitude is ***.
	The takeoff gross weight is *** the airport conditions.
	The takeoff gross weight shall conform to FAA Regulations.
Climbout Maneuver:	Following the takeoff to ***feet, the Aircraft accelerates to *** KCAS while climbing to ***feet above the departure airport altitude and retracting flaps and landing gear.
Climb:	The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.

	The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum block fuel.
	The climb continues at the recommended climb speed for minimum block fuel until *** Mach number is reached.
	The climb continues at *** Mach number to the initial cruise altitude.
	The temperature is standard day during climb.
	Maximum climb thrust is used during climb.
Cruise:	The Aircraft cruises at *** Mach number.
	The initial cruise altitude is *** feet.
	A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.
	The temperature is standard day during cruise.
	The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.
Descent:	The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.
	Throughout the descent, the cabin pressure is controlled to a maximum rate of descent equivalent to *** feet per minute at ***.
	The temperature is standard day during descent.
Approach and Landing Maneuver:	The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.
	The destination airport altitude is a *** airport.
Fixed Allowances:	For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:

Fuel	*** Pounds

Takeoff and Climbout Maneuver:

Fuel	*** Pounds
Distance	*** Nautical Miles

Approach and Landing Maneuver:

Fuel	*** Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel	*** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: *** Pounds

For information purposes, the reserve fuel is based on *** percent of a contingency allowance equivalent to the fuel required for a *** minute cruise on a standard day at an *** Mach number, *** feet and a maximum landing weight of *** Pounds.

2.3.2 Mission Payload

The payload for a stage length of *** nautical miles in still air (equivalent to a distance of *** nautical miles with a *** knot headwind, representative of a *** to *** route in ***) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules:

Stage Length:	The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.
Takeoff:	The airport altitude is *** feet.
	The airport temperature is ***°F.
	The takeoff runway available (TORA) is *** feet.
	The takeoff distance available (TODA) is *** feet.

The accelerate-stop distance available (ASDA) is *** feet.

The lineup allowance adjustment to TORA and TODA is *** feet.

The lineup allowance adjustment to ASDA is *** feet.

The runway slope is *** percent uphill.

The following obstacle definition is based on a straight out departure where obstacle height and distance are specified with reference to the liftoff end of the runway:

	Distance	Height
1.	*** feet	*** feet
2.	*** feet	*** feet

Maximum takeoff thrust is used for the takeoff.

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver: Following the takeoff to ***feet, the Aircraft accelerates to *** KCAS while climbing to ***feet above the departure airport altitude and retracting flaps and landing gear.

Climb: The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.

The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum block fuel.

The climb continues at the recommended climb speed for minimum block fuel until *** Mach number is reached.

The climb continues at *** Mach number to the initial cruise altitude.

The temperature is standard day during climb.

Maximum climb thrust is used during climb.

Cruise: The Aircraft cruises at *** Mach number.

The initial cruise altitude is *** feet.

A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.

The temperature is standard day during cruise.

The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.

Descent: The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.

Throughout the descent, the cabin pressure will be controlled to a maximum rate of descent equivalent to *** feet per minute ***.

The temperature is standard day during descent.

Approach and Landing Maneuver: The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.

The destination airport altitude is *** feet.

Fixed Allowance: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:

Fuel	*** Pounds

Takeoff and Climbout Maneuver:

Fuel	*** Pounds
Distance	*** Nautical Miles

Approach and Landing Maneuver:

Fuel	*** Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel	*** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: *** Pounds

For information purposes, the reserve fuel is based on *** percent of a contingency allowance equivalent to the fuel required for a *** minute cruise on a standard day at an *** Mach number, *** feet and a maximum landing weight of *** Pounds.

2.3.3 Mission Payload

The payload for a stage length of *** nautical miles in still air (equivalent to a distance of *** nautical miles with a *** knot headwind, representative of a *** to *** route in ***) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Takeoff: The airport altitude is *** feet.

The airport temperature is ***°F.

The takeoff runway available (TORA) is *** feet.

The takeoff distance available (TODA) is *** feet.

The accelerate-stop distance available (ASDA) is *** feet.

The lineup allowance adjustment to TORA and TODA is *** feet.

The lineup allowance adjustment to ASDA is *** feet.

The runway slope is *** percent downhill.

The following obstacle definition is based on a straight out departure where obstacle height and distance are specified with reference to the liftoff end of the runway:

	Distance	Height
1.	*** feet	*** feet
2.	*** feet	*** feet
3.	*** feet	*** feet
4.	*** feet	*** feet
5.	*** feet	*** feet
6.	*** feet	*** feet
7.	*** feet	*** feet
8.	*** feet	*** feet
9.	*** feet	*** feet

Maximum takeoff thrust is used for the takeoff.

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver: Following the takeoff to ***feet, the Aircraft accelerates to *** KCAS while climbing to ***feet above the departure airport altitude and retracting flaps and landing gear.

Climb: The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.

The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum block fuel.

The climb continues at the recommended climb speed for minimum block fuel until *** Mach number is reached.

The climb continues at *** Mach number to the initial cruise altitude.

The temperature is standard day during climb.

Maximum climb thrust is used during climb.

Cruise: The Aircraft cruises at *** Mach number.

The initial cruise altitude is *** feet.

A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.

The temperature is standard day during cruise.

The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.

Descent: The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.

Throughout the descent, the cabin pressure will be controlled to a maximum rate of descent equivalent to *** feet per minute ***.

The temperature is standard day during descent.

Approach and Landing Maneuver: The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.

The destination airport altitude is *** feet.

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:

Fuel	*** Pounds

Takeoff and Climbout Maneuver:

Fuel	*** Pounds
Distance	*** Nautical Miles

Approach and Landing Maneuver:

Fuel	*** Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel	*** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: *** Pounds

For information purposes, the reserve fuel is based on *** percent of a contingency allowance equivalent to the fuel required for a *** minute cruise on a standard day at an LRC Mach number, *** feet and a maximum landing weight of *** Pounds.

2.3.4 Mission Payload

The payload for a stage length of *** nautical miles in still air (equivalent to a distance of *** nautical miles with a *** knot headwind, representative of a *** to *** route in ***) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Takeoff: The airport altitude is *** feet.

The airport temperature is ***°F.

The takeoff runway available (TORA) is *** feet.

The takeoff distance available (TODA) is *** feet.

The accelerate-stop distance available (ASDA) is *** feet.

The lineup allowance adjustment to TORA and TODA is *** feet.

The lineup allowance adjustment to ASDA is *** feet.

The runway slope is *** percent uphill.

The following obstacle definition is based on a straight out departure where obstacle height and distance are specified with reference to the liftoff end of the runway:

	Distance	Height
1.	*** feet	*** feet

Maximum takeoff thrust is used for the takeoff.

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver:	Following the takeoff to ***feet, the Aircraft accelerates to *** KCAS while climbing to ***feet above the departure airport altitude and retracting flaps and landing gear.
Climb:	The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.
	The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum block fuel.
	The climb continues at the recommended climb speed for minimum block fuel until *** Mach number is reached.
	The climb continues at *** Mach number to the initial cruise altitude.
	The temperature is standard day during climb.
	Maximum climb thrust is used during climb.
Cruise:	The Aircraft cruises at *** Mach number.
	The initial cruise altitude is *** feet.
	A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.
	The temperature is standard day during cruise.
	The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.
Descent:	The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.
	Throughout the descent, the cabin pressure will be controlled to a maximum rate of descent equivalent to *** feet per minute ***.
	The temperature is standard day during descent.

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Approach and Landing Maneuver: The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.

The destination airport altitude is *** feet.

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:

Fuel	*** Pounds

Takeoff and Climbout Maneuver:

Fuel	*** Pounds
Distance	*** Nautical Miles

Approach and Landing Maneuver:

Fuel	*** Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel	*** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: *** Pounds

For information purposes, the reserve fuel is based on *** percent of a contingency allowance equivalent to the fuel required for a *** minute cruise on a standard day at an *** Mach number, *** feet and a maximum landing weight of *** Pounds.

2.3.5 Mission Block Fuel

The block fuel for a stage length of *** nautical miles in still air with a *** pound payload using the conditions and operating rules defined below, shall not be more than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Block Fuel: The block fuel is defined as the sum of the fuel used for taxi-out, takeoff and climbout maneuver, climb, cruise, descent, approach and landing maneuver, and taxi-in.

Takeoff: The airport altitude is ***.

The takeoff gross weight is not limited by the airport conditions.

Maximum takeoff thrust is used for the takeoff.

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver: Following the takeoff to ***feet, the Aircraft accelerates to *** KCAS while climbing to ***feet above the departure airport altitude and retracting flaps and landing gear.

Climb: The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at ***

KCAS.

The Aircraft then accelerates at a rate of climb of *** feet per minute to the recommended climb speed for minimum block fuel.

The climb continues at the recommended climb speed for minimum block fuel until *** Mach number is reached.

The climb continues at *** Mach number to the initial cruise altitude.

The temperature is standard day during climb. Maximum climb thrust is used during climb.

Cruise: The Aircraft cruises at *** Mach number.

The initial cruise altitude is *** feet.

A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.

The temperature is standard day during cruise.

The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.

Descent: The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.

Throughout the descent, the cabin pressure is controlled to a maximum rate of descent equivalent to *** feet per minute ***.

The temperature is standard day during descent.

Approach and Landing Maneuver: The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.

The destination airport altitude is *** airport.

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:

Fuel	*** Pounds

Takeoff and Climbout Maneuver:

Fuel	*** Pounds
Distance	*** Nautical Miles

Approach and Landing Maneuver:

Fuel	*** Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel	*** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: *** Pounds

For information purposes, the reserve fuel is based on *** percent of a contingency allowance equivalent to the fuel required for a *** minute cruise on a standard day at an *** Mach number, *** feet and a maximum landing weight of *** Pounds.

2.3.6 Operational Empty Weight Basis

The Operational Empty Weight (OEW) derived in Paragraph 2.3.7 is the basis for the mission guarantees of Paragraphs 2.3.1, 2.3.2, 2.3.3, 2.3.4, and 2.3.5.

2.3.7 Weight Summary—United Airlines

	Pounds
Standard Model Specification MEW	***
787 Airplane Configuration Specification Addendum, ***, *** *** (*** CC / *** YC) Interior Trent 1000 Engines *** Lb. Maximum Taxi Weight *** USG Fuel Capacity	
Changes for United Airlines*	
***	***
***	
***	***
***	***
***	***
***	***
***	***
United Airlines Manufacturer's Empty Weight (MEW)	***
Standard and Operational Items Allowance (Paragraph 2.3.8)	***
United Airlines Operational Empty Weight (OEW)	***

Seat Weight Included*	Quantity	Pounds	Pounds ***
***	***	***	
***	***	***	
***	***	***	
***	***	***	
***	***	***	

2.3.8 Standard and Operational Items Allowance

	Qty	lb	lb	lb ***
Standard Items Allowance				
Unusable Fuel			***	
Oil			***	
Oxygen Equipment			***	
Portable Oxygen Bottles	***	***		
Miscellaneous Equipment			***	
First Aid Kits	***	***		
Crash Axe	***	***		
Megaphones	***	***		

Flashlights @ C/A Sta.	***	***		
Smoke Goggles	***	***		
Smoke Hoods	***	***		
Galley Structure & Fixed Inserts (*** cu ft @ *** lb/cu ft)			***	
Operational Items Allowance				***
Crew and Crew Baggage			***	
Flight Crew (*** @ *** lb. ea.)	***	***		
Cabin Crew (*** @ *** lb. ea.)	***	***		
Baggage (*** @ *** lb. ea.)	***	***		
Navigation Bags & Manuals (*** @ *** lb. ea.)	***	***		
Catering Allowance & Removable Inserts: *** Meal Service			***	
First Class	***	***		
Business Class	***	***		
Economy Class	***	***		
Tourist Class	***	***		
Passenger Service Equipment (*** @ *** lb. ea.)			***	
Potable Water—(210 USG)			***	
Waste Tank Disinfectant			***	
Emergency Equipment (Includes Over Water Equip.)			***	
Slide Rafts: Main Entry	***	***		
Life Vests	***	***		
Locator Transmitter	***	***		
Cargo System			***	
Pallets (*** @ *** lb ea.)		***		
Containers (*** @ *** lb ea.)		***		
Total Standard and Operational Items Allowance				***

3 SOUND LEVELS

3.1 Community Sound Levels

The Aircraft shall be certified in accordance with the requirements of 14 CFR Part 36, Stage 4 and ICAO Annex 16, Volume 1, Chapter 4.

3.2 Cumulative Noise Certification Margin to Chapter 4 / Stage 4 Rule

The Cumulative Noise Certification Margin to the Chapter 4 / Stage 4 Rule shall not be less than *** EPNdB.

3.3 Departure Condition

The sound level for Departure Noise shall be defined as the numerical average of flyover (with thrust cutback) and lateral noise certification values. The Departure Noise level for this aircraft with a brake release gross weight of *** pounds shall qualify this aircraft for the London "QC2" noise quota count class as defined in United Kingdom AIP Supplement S8/2009 applicable 29 March 2009, and shall not be greater than the following guarantee value**:**

GUARANTEE: *** EPNdB

3.4 Arrival Condition

The sound level for Arrival Noise shall be defined as *** EPNdB less than the approach noise certification value. The Arrival Noise level for this aircraft with a landing gross weight of *** pounds shall qualify this aircraft for the London "QC1" noise quota count class as defined in United Kingdom AIP Supplement S8/2009 applicable 29 March 2009, and shall not be greater than the following guarantee value:

GUARANTEE: *** EPNdB

4 AIRCRAFT CONFIGURATION

4.1 The guarantees contained in this Attachment are based on the Aircraft configuration as defined in Boeing Document ***, plus any changes mutually agreed to or otherwise allowed by the Purchase Agreement to be incorporated into the original release of the Customer's Detail Specification (hereinafter referred to as the Detail Specification). Appropriate adjustment shall be made for changes in such Detail Specification approved by the Customer and Boeing or otherwise allowed by the Purchase Agreement which cause changes to the flight performance and/or weight and balance of the Aircraft. Such adjustment shall be accounted for by Boeing in its evidence of compliance with the guarantees.

4.2 The guarantee payloads of Paragraph 2.3.2, 2.3.3, and 2.3.4, the specified payload of the Paragraph 2.3.5 block fuel guarantee, and the specified payload of the Paragraph 2.3.1 range guarantee will be adjusted by Boeing for the effect of the following on OEW in its evidence of compliance with the guarantees:

(1) Changes to the Detail Specification or any other changes mutually agreed upon between the Customer and Boeing or otherwise allowed by the Purchase Agreement.

(2) The difference between the seat weight allowances to be incorporated into the Detail Specification and the actual weights.

5 GUARANTEE CONDITIONS

5.1 All guaranteed performance data are based on the International Standard Atmosphere (ISA) and specified variations therefrom; altitudes are pressure altitudes.

5.2 The Federal Aviation Administration (FAA) regulations referred to in this Attachment are, unless otherwise specified, Code of Federal Regulations 14, Part 25 amended by Amendments 25-1 through 25-117, subject to the approval of the Federal Aviation Administration.

5.3 In the event a change is made to any law, governmental regulation or requirement, or in the interpretation of any such law, governmental regulation or requirement that affects the certification basis for the Aircraft as described in Paragraphs 3.1 or 5.2, and as a result thereof, a change is made to the configuration and/or the performance of the Aircraft in order to obtain certification, the guarantees set forth in this Attachment shall be appropriately modified to reflect any such change.

5.4 The takeoff portion of the mission guarantees are based on hard surface, level and dry runways with no wind or obstacles, no clearway or stopway, *** mph tires, and with anti-skid operative. Takeoff performance is based on an Aircraft alternate forward center of gravity limit of *** percent of the mean aerodynamic chord. The takeoff performance is based on engine power extraction for normal operation of the air conditioning with thermal anti-icing turned off and *** Unbalanced field length calculations and the improved climb performance procedure will be used for takeoff as required.

5.5 The enroute one-engine-inoperative altitude guarantee is based on engine power extraction for air conditioning with one pack operating. No engine power extraction for thermal anti-ice is provided unless otherwise specified. ***

5.6 The all-engine altitude capability guarantees, and the climb, cruise and descent portions of the mission guarantees include allowances for normal power extraction and engine power extraction for normal operation of the air conditioning system. Normal operation of the air conditioning system shall be defined as pack switches in the "Auto" position, the temperature control switches in the "Auto" position that results in a nominal cabin temperature of ***°F, and all air conditioning systems operating normally. No engine power extraction for thermal anti-icing is provided unless otherwise specified. ***

5.7 The all-engine altitude capability guarantees and the climb, cruise and descent portions of the mission guarantees are based on an Aircraft center of gravity location, as determined by Boeing, not to be aft of *** percent of the mean aerodynamic chord.

5.8 Performance, where applicable, is based on a fuel Lower Heating Value (LHV) of *** BTU per pound and a fuel density of *** pounds per U.S. gallon.

5.9 Cumulative Noise Certification Margin to the Chapter 4 / Stage 4 rule shall be defined as ***dB less than the sum of the differences between the three certification values (flyover with cutback, peak lateral, and approach) of the Aircraft with respect to the three noise limits defined in ICAO Annex 16, Volume 1, Chapter 3 and 14 CFR Part 36 Stage 3.

6 GUARANTEE COMPLIANCE

6.1 Compliance with the guarantees of Sections 2 and 3 shall be based on the conditions specified in those sections, the Aircraft configuration of Section 4 and the guarantee conditions of Section 5.

6.2 Compliance with the enroute one-engine-inoperative altitude, the buffet onset portion of the all-engine altitude capability guarantees, the takeoff portion of the mission guarantee, and the community sound level guarantees shall be based on the FAA approved Airplane Flight Manual for the Model 787-9.

6.3 Compliance with the all-engine altitude capability guarantees and the climb, cruise and descent portions of the mission guarantees shall be established by calculations based on flight test data obtained from an aircraft in a configuration similar to that defined by the Detail Specification.

6.4 The OEW used for compliance with the mission guarantees shall be the actual MEW plus the Standard and Operational Items Allowance in Paragraph 03-60-00 of the Detail Specification.

6.5 The data derived from tests shall be adjusted as required by conventional methods of correction, interpolation or extrapolation in accordance with established engineering practices to show compliance with these guarantees.

6.6 Compliance shall be based on the performance of the airframe and engines in combination, and shall not be contingent on the engine meeting its manufacturer's performance specification.

7 EXCLUSIVE GUARANTEES

The only performance guarantees applicable to the Aircraft are those set forth in this Attachment.

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1209455

United Air Lines, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: *** Guarantee for
787-8 Aircraft

Reference: Purchase Agreement No. 3860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Air Lines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

The Attachment A1 to Letter Agreement No. UAL-PA-03860-LA-1209430 contains performance guarantees (**Performance Guarantees**) for the 787-8. Paragraph *** of the Performance Guarantees includes a *** guarantee (*** **Guarantee**) which will be effective and applicable to the Aircraft in accordance with such Letter Agreement. Boeing offers the following program *** in the event that the guarantee compliance report furnished to Customer for the Aircraft pursuant to Article *** of the AGTA shows *** Guarantee.

1. Demonstration of Compliance.

Article 5.4 of the AGTA and Letter Agreement No. UAL-PA-03860-LA-1209430 provide a procedure for demonstration of compliance with the Performance Guarantees prior to delivery. That method will be used to *** Guarantee which*** in the *** as described below.

2. Rights and Obligations in the Event the *** to *** the *** Guarantee.

2.1 Aircraft Delivery. In the event any Aircraft, at the time of tender by Boeing for delivery to Customer *** to *** with the *** Guarantee, Customer shall *** such Aircraft ***, subject to the terms and conditions hereinafter set forth.

2.2 Correction of *** with the *** Guarantee. To the extent economically and technically practicable, Boeing will *** to ***improvement parts (**Improvement Parts**) which, when installed in such Aircraft or engines, would result in an improvement in the ***



performance. Boeing shall *** Customer's incorporation of such improvements, corrections, or changes *** between Boeing and Customer ***, as applicable. Improvement Parts related to *** shall apply also to *** on terms *** Customer. Boeing *** shall give Customer *** written notice of the estimated on-dock date at Customer's maintenance base for any such Improvement Parts.

2.2.1 If Boeing elects to provide, or causes to be provided, Improvement Parts for such Aircraft ***, then Customer and Boeing shall mutually agree upon the details of such an Improvement Parts program. To the extent Boeing *** support such a program, such support *** to Customer.

2.2.2 If *** elects to incorporate Improvement Parts in such Aircraft ***, they shall be incorporated within *** days after the delivery of such Improvement Parts to Customer for modifications that can be accomplished on the line. Improvement Parts which require more extensive modifications *** shall be installed within the mutually agreed period of time. All Improvement Parts shall be incorporated in accordance with Boeing *** instructions.

2.2.3 Boeing shall not be obligated to furnish any Improvement Parts in addition to those necessary to cause the Aircraft to *** with the *** Guarantee.

3. ***.

3.1 In the event that Boeing has not provided*** Improvement Parts to correct the *** of the Aircraft to meet the *** Guarantee, such *** will ***. For the avoidance of doubt, *** by Boeing for any portion of the *** corrected for by Improvement Parts that have not been incorporated as set forth in paragraph 3.4 below.

3.2 ***. Boeing *** Customer *** for*** for the immediately preceding twelve (12) month period (**Annual Period**). The "***" is the *** in such Annual Period. The "***" is defined as ***

(a) ***

***

(b) The following definitions shall apply herein:

***

*** will be used.

*** guarantee *** for Paragraph **2.3.5** of the Performance Guarantees shown in the guarantee *** report and *** in accordance with Paragraph 1 above.

*** for Paragraph **2.3.5** of the Performance Guarantees shown in the guarantee *** report and *** in accordance with Paragraph 1 above.

*** Aircraft *** Aircraft ***

3.3 *** Customer pursuant to paragraph 3.2 above *** Boeing ***, which may be ***, as appropriate. In no event shall *** Customer pursuant to Paragraph 3.2 above *** Aircraft ***. Any *** under this Letter Agreement shall be *** the Aircraft *** Customer.

3.4 ***. The *** performance improvement attributable to any Improvement Parts shall be determined by analysis based on data supplied by *** and certified to be correct ***. *** such improvement shall be deemed to be the *** improvement *** based on the data furnished pursuant to Article 5.4 of the AGTA and the data furnished pursuant to this Paragraph 3.4. If Customer elects not to incorporate Improvement Parts in such Aircraft as set forth above, *** consistent with the improvement in *** performance which would have been realized had such Improvement Parts been incorporated.

4. ***.

Boeing and Customer agree that it is not the intent of the parties under this Letter Agreement to cause Boeing *** to provide *** to Customer under this Letter Agreement and (i) any other Boeing aircraft performance-related *** in the Purchase Agreement and (ii) Engine Manufacturer's direct *** to Customer.

5. Assignment.

This Letter Agreement and the *** of Boeing set forth herein are exclusively for the benefit of Customer as owner and/or operator of the Aircraft. It is therefore agreed such Letter Agreement may not be assigned, in whole or in part, except as provided in Article 9 of the AGTA as amended by Letter Agreement 6-1162-IRS-0184.

6. ***

*** this Letter Agreement *** Boeing in accordance with the terms and conditions of this Letter Agreement is *** Customer *** Boeing and *** Customer *** the Aircraft *** the *** Guarantee. Customer *** Boeing *** the Aircraft *** the *** Guarantee.

7. Confidential Treatment.

Customer understands and agrees that the information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Without obtaining the prior, written consent of the other party and except

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as required by law, each party agrees to limit the disclosure of its contents to its employees with a need to know the contents for purposes of helping such party perform its obligations under the Purchase Agreement and who will treat the information as 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/ ***

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: September 27, 2012

United Air Lines, Inc.

By /s/ Gerald Laderman

Its Senior Vice President – Finance and Treasurer



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1209429

United Air Lines, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: *** Guarantee for 787-9 Aircraft

Reference: Purchase Agreement No. 3860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Air Lines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

The Attachment A2 to Letter Agreement No. UAL-PA-03860-LA-1209430 contains performance guarantees (**Performance Guarantees**) for the 787-9 aircraft. Paragraph *** of the Performance Guarantees includes a *** guarantee (***** Guarantee**) which will be effective and applicable to the Aircraft in accordance with such Letter Agreement. Boeing offers the following program *** in the event that the guarantee compliance report furnished to Customer for the Aircraft pursuant to Article *** of the AGTA shows *** Guarantee.

1. Demonstration of Compliance.

Article 5.4 of the AGTA and Letter Agreement No. UAL-PA-03860-LA-1209430 provide a procedure for demonstration of compliance with the Performance Guarantees prior to delivery. That method will be used to *** Guarantee which*** in the *** as described below.

2. Rights and Obligations in the Event the *** to *** the *** Guarantee.

2.1 Aircraft Delivery. In the event any Aircraft, at the time of tender by Boeing for delivery to Customer *** to *** with the *** Guarantee, Customer shall *** such Aircraft ***, subject to the terms and conditions hereinafter set forth.

2.2 Correction of *** with the *** Guarantee. To the extent economically and technically practicable, Boeing will *** to *** improvement parts (**Improvement Parts**) which, when installed in such Aircraft or engines, would result in an improvement in the *** performance. Boeing shall *** Customer's incorporation of such improvements, corrections,



or changes at the warranty labor *** between Boeing and Customer ***, as applicable. Improvement Parts related to *** shall apply also to *** on terms *** Customer. Boeing *** shall give Customer *** written notice of the estimated on-dock date at Customer's maintenance base for any such Improvement Parts.

2.2.1 If Boeing elects to provide, or causes to be provided, Improvement Parts for such Aircraft ***, then Customer and Boeing shall mutually agree upon the details of such an Improvement Parts program. To the extent Boeing *** support such a program, such support shall be provided at no charge to Customer.

2.2.2 If *** elects to incorporate Improvement Parts in such Aircraft ***, they shall be incorporated within *** days after the delivery of such Improvement Parts to Customer for modifications that can be accomplished on the line. Improvement Parts which require more extensive modifications *** shall be installed within the mutually agreed period of time. All Improvement Parts shall be incorporated in accordance with Boeing *** instructions.

2.2.3 Boeing shall not be obligated to furnish any Improvement Parts in addition to those necessary to cause the Aircraft to *** with the Block Fuel Guarantee.

3. ***

3.1 In the event that Boeing has not provided*** Improvement Parts to correct the *** of the Aircraft to meet the *** Guarantee, such *** will ***. For the avoidance of doubt, *** by Boeing for any portion of the *** corrected for by Improvement Parts that have not been incorporated as set forth in paragraph 3.4 below.

3.2 ***. Boeing *** Customer *** for *** for the immediately preceding twelve (12) month period (**Annual Period**). The "***" is the *** in such Annual Period. The "***" is defined as ***

(a) ***

***

(b) The following definitions shall apply herein:

***

***will be used.

*** guarantee *** for Paragraph **2.3.5** of the Performance Guarantees shown in the guarantee *** report and *** in accordance with Paragraph 1 above.

*** for Paragraph **2.3.5** of the Performance Guarantees shown in the guarantee *** report and *** in accordance with Paragraph 1 above.

*** Aircraft ***

*** Aircraft***

3.3 *** Customer pursuant to paragraph 3.2 above *** Boeing ***, which may be ***, as appropriate. In no event shall *** Customer pursuant to Paragraph 3.2 above *** Aircraft ***. Any *** under this Letter Agreement shall be *** the Aircraft *** Customer.

3.4 ***. The *** performance improvement attributable to any Improvement Parts shall be determined by analysis based on data supplied by *** and certified to be correct ***. *** such improvement shall be deemed to be the *** improvement *** based on the data furnished pursuant to Article 5.4 of the AGTA and the data furnished pursuant to this Paragraph 3.4. If Customer elects not to incorporate Improvement Parts in such Aircraft as set forth above, *** consistent with the improvement in *** performance which would have been realized had such Improvement Parts been incorporated.

4. ***.

Boeing and Customer agree that it is not the intent of the parties under this Letter Agreement to cause Boeing *** to provide *** to Customer under this Letter Agreement and (i) any other Boeing aircraft performance-related *** in the Purchase Agreement and (ii) Engine Manufacturer's direct *** to Customer.

5. Assignment.

This Letter Agreement and the *** of Boeing set forth herein are exclusively for the benefit of Customer as owner and/or operator of the Aircraft. It is therefore agreed such Letter Agreement may not be assigned, in whole or in part, except as provided in Article 9 of the AGTA as amended by Letter Agreement 6-1162-IRS-0184.

6. ***

*** this Letter Agreement *** Boeing in accordance with the terms and conditions of this Letter Agreement is *** Customer *** Boeing and *** Customer *** the Aircraft *** the *** Guarantee. Customer *** Boeing *** the Aircraft *** the *** Guarantee.

7. Confidential Treatment.

Customer understands and agrees that the information contained herein represents confidential business information and has value precisely because it is not available generally

BOEING

or to other parties. Without obtaining the prior, written consent of the other party and except as required by law, each party agrees to limit the disclosure of its contents to its employees with a need to know the contents for purposes of helping such party perform its obligations under the Purchase Agreement and who will treat the information as 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/ ***

Its Attorney-In-Fact

Its Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: September 27, 2012

United Air Lines, Inc.

By /s/ Gerald Laderman

Its Senior Vice President – Finance and Treasurer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1209618

United Air Lines, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: Alternate Engine Selection

Reference: Purchase Agreement No. PA-03860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Air Lines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Customer has requested and Boeing has agreed that Customer may delay the selection of engines for the Aircraft beyond the signing date of the Purchase Agreement. The engine model *** shown in Table 1 to the Purchase Agreement, Supplemental Exhibit EE1 to the Purchase Agreement, Attachment A to Letter Agreement No. UAL-PA-03860-LA-1209236***. The *** in effect at the time of engine selection will apply to the engine model selected.

Customer shall notify Boeing of Customer's final engine selection on or before ***, and Boeing and Customer shall execute a Supplemental Agreement to the Purchase Agreement conforming Table 1, Supplemental Exhibit EE1 and the Performance Guarantees to Customer's engine selection.

1. Confidential Treatment.

Customer understands and agrees that the information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer agrees to limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.



Very truly yours,

THE BOEING COMPANY

By /s/ ***

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: September 27, 2012

United Air Lines, Inc.

By /s/ Gerald Laderman

Its Senior Vice President – Finance and Treasurer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

6-1162-ELP-0794

United Air Lines, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: *** Program ***

Reference: Purchase Agreement No. 3860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Air Lines, Inc. (**Customer**) relating to Model 787-8 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

In consideration of Customer executing the Purchase Agreement and fully performing obligations under such Purchase Agreement including taking delivery of no less than *** Boeing model 787 aircraft, Boeing agrees to provide the special considerations set forth below for Customer's ***.

1. *** Program for *** Aircraft (the *** **Program**) In response to Customer's desire to ***, Boeing agrees to *** Program set forth below to Customer ***. ***

1.1 ***. Boeing ***.

1.2 Documentation. Boeing will provide Customer *** applicable manuals, documents and data including but not limited to airplane flight manual ***.

2. Administration of the *** Program.

2.1 Annual Confirmation. Customer shall annually confirm in writing that the *** the Customer at all times during each annual confirmation period. For the avoidance of doubt, the annual confirmation period shall be from **February 1st** of each year through **January 31st** of the following year and shall commence with the first anniversary of the month ***.

2.2 Annual Review. Beginning one (1) year ***, Customer will provide Boeing with *** on an annual basis. At the end of each annual reporting period, ***. Results of this *** will be used to determine whether Customer ***. Customer's record keeping will include data ***. ***

BOEING

3 ***.

In accordance with the results of the annual *** as described in paragraph 2 above, if required, Customer will ***. The ***, adjusted for the *** Aircraft *** will be *** of the specific aircraft by a ***.

4. Removal of Aircraft from the *** Program.

4.1 If Customer decides to dispose of an Aircraft *** (**Change of Ownership**), Customer will provide a notice to Boeing not less than ninety calendar days prior to the intended disposal of such Aircraft so that the *** Customer ***. Boeing *** Customer any ***. For the avoidance of doubt, the *** Program is offered to Customer for its *** usage and the *** is not *** Customer ***.

4.2 In the event that Customer should decide to sell a *** aircraft *** and immediately continue operation of the aircraft under a lease-back arrangement, Customer may continue its utilization of such aircraft with the *** for as long as the lease arrangement continues (and thereafter for as long as Customer is the lessee of such aircraft).

4.3 In the event Customer *** under the Purchase Agreement for the Aircraft, Boeing has right to ***.

5. Assignment.

The rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and can only be assigned, in whole or in part, pursuant to Article 9 of the AGTA-UAL, as amended by 6-1162-IRS-0184.

6. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Without obtaining the prior written consent of the other parties and except as required by law, each party will limit the disclosure of its contents to its employees who have a need to know for purposes of helping such party perform its obligations under the Purchase Agreement and who will treat the information as confidential.

BOEING

Very truly yours,

THE BOEING COMPANY

By /s/ ***

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: September 27, 2012

United Air Lines, Inc.

By /s/ Gerald Laderman

Its Senior Vice President – Finance and Treasurer

Attachment

	***	***	***	***
***	***	***	***	***
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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

6-1162-ELP-0795

United Air Lines, Inc.
77 West Wacker Drive
Chicago, Illinois 60601-0100

Subject: *** Program

Reference: Purchase Agreement No. 3860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Air Lines, Inc. (**Customer**) relating to Model 787-8 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

In consideration of Customer executing the Purchase Agreement and fully performing obligations under such Purchase Agreement including taking delivery of no less than *** Boeing model 787 aircraft, Boeing agrees to provide the special considerations set forth below for Customer's ***.

1. *** Program for *** Aircraft (*** **Program**) In response to Customer's desire to *** Boeing agrees to *** Program set forth below to Customer ***.

1.1 ***. Boeing ***.

1.2 Documentation. Boeing will provide Customer *** applicable manuals, documents and data including but not limited to airplane flight manual ***. ***

2. Administration of the *** Program.

2.1 Annual Confirmation. Customer shall annually confirm in writing that the *** the Customer at all times during each annual confirmation period. For the avoidance of doubt, the annual confirmation period shall be from **February 19th** of each year through **February 18th** of the following year and shall commence with the first anniversary of the month ***.

2.2 Annual Review. Beginning one (1) year *** Customer will provide Boeing with ***on an annual basis. At the end of each annual reporting period, ***. Results of this *** will be used to determine whether Customer ***. Customer's record keeping will include data ***. ***

3 ***.

In accordance with the results of the annual *** as described in paragraph 2 above, if required, Customer will ***. The ***, adjusted for the *** Aircraft *** will be *** of the specific aircraft by a ***.

4. Removal of Aircraft from the *** Program.

4.1 If Customer decides to dispose of an Aircraft *** "**Change of Ownership**"), Customer will provide a notice to Boeing not less than *** calendar days prior to the intended disposal of such Aircraft so that the *** Customer ***. Boeing *** Customer any ***. For the avoidance of doubt, the *** Program is offered to Customer for its *** usage and the *** is not *** Customer ***.

4.2 In the event that Customer should decide to sell a *** aircraft *** and immediately continue operation of the aircraft under a lease-back arrangement, Customer may continue its utilization of such aircraft with *** for as long as the lease arrangement continues (and thereafter for as long as Customer is the lessee of such aircraft).

4.3 In the event Customer *** under the Purchase Agreement for the Aircraft, Boeing has right ***.

5. Assignment.

The rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and can only be assigned, in whole or in part, pursuant to Article 9 of the AGTA-UAL as amended by Letter Agreement No. 6-1162-IRS-0184.

6. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Without obtaining the prior written consent of the other parties and except as required by law, each party will limit the disclosure of its contents to its employees who have a need to know for purposes of helping such party perform its obligations under the Purchase Agreement and who will treat the information as confidential.



Very truly yours,

THE BOEING COMPANY

By /s/ ***

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: September 27, 2012

United Air Lines, Inc.

By /s/ Gerald Laderman

Its Senior Vice President – Finance and Treasurer

Attachment

	***	***	***	***
***	***	***	***	***
***	***	***	***	***
***

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

Supplemental Agreement No. 1

to

Purchase Agreement No. 3860

between

The Boeing Company

and

United Airlines, Inc.

Relating to Boeing Model 787 Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of June 17, 2013, by and between THE BOEING COMPANY (Boeing) and UNITED AIRLINES, INC. (a Delaware corporation formerly known as Continental Airlines, Inc. and successor by merger to United Air Lines, Inc.) (Customer);

WHEREAS, the parties hereto entered into Purchase Agreement No. 3860 dated September 27, 2012, as amended and supplemented (Purchase Agreement), relating to the purchase and sale of Boeing Model 787 aircraft (Aircraft). This Supplemental Agreement is an amendment to the Purchase Agreement;

WHEREAS, Boeing and Customer agree to revise the scheduled delivery of *** Model 787-8 Aircraft from ***:

Manufacturer Serial Number	Current Delivery Month	Revised Delivery Month
***	***	***

WHEREAS, Boeing and Customer agree to substitute *** Model 787-*** aircraft (787-*** Aircraft) in lieu of Model 787-*** aircraft (787-*** Aircraft) and to revise the scheduled delivery as follows:

Manufacturer Serial Number	787-*** Aircraft Delivery Month	787-*** Aircraft Delivery Month
***	***	***
***	***	***
***	***	***
***	***	***
***	***	***
***	***	***

WHEREAS, Boeing and Customer agree to substitute ten (10) Model 787-10 aircraft (**787-10 Aircraft**) in lieu of 787-*** Aircraft and to revise the scheduled delivery as follows:

Manufacturer Serial Number	787-*** Aircraft Delivery Month	787-10 Aircraft Delivery Month
***	***	***
***	***	***
***	***	***
***	***	***
***	***	***
***	***	***
***	***	***
***	***	***
***	***	***
***	***	***

WHEREAS, Boeing and Customer agree to *** ten (10) *** 787-10 Aircraft *** and to revise the scheduled delivery as follows:

787*** Aircraft Delivery ***	787-10 Aircraft Delivery ***
***	***

***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***

WHEREAS, Boeing and Customer agree to add 787-10 Aircraft to the Purchase Agreement, resulting in revisions to the basic articles, Exhibit A, BFE1 and revisions to Letter Agreement UAL-PA-03860-120964R1, entitled "Open Configuration Matters" and Letter Agreement UAL-PA-03860-LA-1209618R1, entitled "Alternate Engine Selection" to reflect the schedule for 787-10 Aircraft configuration decisions;

WHEREAS, Boeing and Customer agreed to add *** incremental Option Aircraft, designated as Model 787-10 (**787-10 Option Aircraft**);

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WHEREAS, Boeing and Customer agree to *** 787-10 Option Aircraft in lieu of Option Aircraft *** and to revise the scheduled delivery as follows:

787-*** Aircraft Delivery ***	787-10 Option Aircraft Delivery ***
***	***

WHEREAS, Boeing and Customer agree to incorporate *** 787-10 Option Aircraft *** the scheduled delivery of *** Option Aircraft *** The Boeing Company and Customer (***** Option Aircraft**) and the *** 787-10 Option Aircraft *** as follows:

*** Option Aircraft Delivery Month	787-10 Option Aircraft Delivery Month
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***

WHEREAS, Boeing and Customer agree that the option deposits received by Boeing for the *** Option Aircraft will instead be applied to the Model 787-10 Option Aircraft listed above;

WHEREAS, Boeing and Customer have agreed to terms related to Model 787-10 aircraft, as captured in Letter Agreements UAL-PA-03860-LA-1209236R1, entitled "Model Substitution", UAL-PA-03860-LA-1209413R1, entitled "Special Matters", and UAL-PA-03860-LA-1209414R1, entitled "Other Special Matters".

WHEREAS, Boeing and Customer have mutually agreed to a termination of Letter Agreement UAL-PA-03860-LA-1209455 entitled ***;

WHEREAS, Boeing has offered performance guarantees for the 787-10 Aircraft (the **787-10 Performance Guarantees)**, and Customer has agreed to terms and conditions addressing Boeing's commitment in the event of *** with the 787-10 Performance Guarantees;

WHEREAS, Boeing and Customer have agreed that if Boeing has not entered into adequate *** with other customers by ***, then Customer and Boeing will discuss *** Boeing will *** 787-10 Aircraft *** the development*** and certification of the 787-10

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aircraft with the objective of documenting such terms in *** agreement within *** after such discussions commence. If Customer and Boeing do not enter into a *** agreement in accordance with the above schedule, then Boeing *** to support the *** program;

WHEREAS, Boeing and Customer have agreed that a *** program will be applicable to the 787-10 Aircraft and 787-10 Option Aircraft;

WHEREAS, Boeing has agreed to provide Customer Aircraft Flight Manuals and Weight and Balance Manuals to operate the 787-9 Aircraft *** in accordance with certain terms and conditions detailed in Letter Agreement UAL-PA-03860-LA-1301373;

WHEREAS, Boeing and Customer agree that the 787-10 Aircraft reflected in Table 1 to the Purchase Agreement and the 787-10 Option Aircraft specified as of the effective date of this Supplemental Agreement No. 1 to the Purchase Agreement will be entitled to application of the *** program;

WHEREAS, Boeing and Customer agree that 787-10 Model aircraft program launch requires approval from the Boeing Board of Directors;

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

1. Table of Contents and Articles.

Remove and replace, in its entirety, the "Table of Contents," and basic articles with the Table of Contents and basic articles attached hereto, to reflect Customer's legal name change, delivery and payment terms applicable to the 787-10 Aircraft, and the incorporation of this Supplemental Agreement No. 1 into the Purchase Agreement.

2. Tables.

The tables in the Purchase Agreement are amended as set forth below, to reflect the exercise and substitution of 787-*** Option Aircraft into 787-10 Aircraft, and the modification of the scheduled delivery months for 787-8 Aircraft as follows:

2.1. Table 1 is replaced in its entirety with the Table 1 attached hereto that is related to and references this Supplemental Agreement for Model 787-8 aircraft

2.2. Table 1 is replaced in its entirety with the Table 1 attached hereto that is related to and references this Supplemental Agreement for Model 787-9 aircraft.

2.3. Two new aircraft information tables are added for the 787-10 aircraft: One (1) Table 1 is added for the 787-10 Aircraft with GENX-1B*** Engines and One (1) Table 1 is added for 787-10 Aircraft with TRENT1000-*** Engines.

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3. Exhibits.

One exhibit in the Purchase Agreement is amended as set forth below, to reflect the addition of the 787-10 Aircraft.

3.1. Exhibit A3, entitled "787-10 Aircraft Configuration" that is related to and references this Supplemental Agreement, is incorporated into the Purchase Agreement.

4. Supplemental Exhibits.

One supplemental exhibit in the Purchase Agreement is amended as set forth below to reflect the addition of the 787-10 Aircraft.

4.1. Supplemental Exhibit BFE1, entitled "BFE Variables", is replaced in its entirety with the Supplemental Exhibit BFE1 that is related to and references this Supplemental Agreement.

5. Letter Agreements:

The Letter Agreements in the Purchase Agreement are amended as set forth below to reflect the addition of the 787-10 Aircraft.

5.1. The following letter agreements that are related to and reference this Supplemental Agreement are removed and replaced in their entirety as specified below:

Title of Letter Agreement	Original Letter Agreement	Replacement Letter Agreement
Option Aircraft	UAL-PA-03860-LA-1209265	UAL-PA-03860-LA-1209265R1
Attachment B-1, 787-10 with GENX-1B*** Engines	N/A	New *** 787-10 Option Aircraft if GENX-1B*** Engines are selected
Attachment B-2, 787-10 with TRENT1000-*** Engines	N/A	New *** 787-10 Option Aircraft if TRENT1000-*** Engines are selected
Model Substitution	UAL-PA-03860-LA-1209236	UAL-PA-03860-LA-1209236R1
Special Matters	UAL-PA-03860-LA-1209413	UAL-PA-03860-LA-1209413R1
Other Special Matters	UAL-PA-03860-LA-1209414	UAL-PA-03860-LA-1209414A1

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5.2. The Letter Agreements listed below, that are related to and reference this Supplemental Agreement, are incorporated into the Purchase Agreement:

Letter Agreement No.	Title of Letter Agreement
UAL-PA-03860-LA-1301368	Performance Guarantees (787-10)
UAL-PA-03860-LA-1301373	787-10 Aircraft Open Configuration and Other Matters
UAL-PA-03860-LA-1301375	Provisions Relating to Customer's *** Model 787-10 Aircraft
UAL-PA-03860-LA-1301377	787-10 ***
UAL-PA-03860-LA-1301380	787-10 Program Launch

5.3 The following letter agreements are deleted from the Purchase Agreement:

Letter Agreement No.	Title of Letter Agreement
UAL-PA-03860-LA-1209455	***
Attachment A to UAL-PA-03860-LA-1209265	787-*** Option Aircraft Delivery, Description, Price and Advance Payments

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5.4 Customer's payment to Boeing of the aggregate total of the amounts specified in the invoices for this Supplemental Agreement No. 1 to the Purchase Agreement shall be due no later than ***, 2013.

6. Effective Date: This Supplemental Agreement No. 1 shall be effective subject to satisfaction of Section 5.4 and the following conditions precedent (collectively the **Conditions Precedent**):

6.1 Execution of this Supplemental Agreement No. 1 to the Purchase Agreement;

6.2 Execution of Supplemental Agreement No. 8 to Purchase Agreement No. 2484 between Boeing and Customer relating to Boeing Model 787 aircraft by Boeing and Customer; and

6.3 Execution of Supplemental Agreement No. 1 to Purchase Agreement No. 03776 between Boeing and United Continental Holdings, Inc. relating to Model 737-9 aircraft by Boeing and United Continental Holdings, Inc.

Upon satisfaction of Section 5.4 and the Conditions Precedent, the Agreement will be deemed to be supplemented to the extent herein provided as of the date hereof and as so supplemented will continue in full force and effect.

[The rest of the page is intentionally blank. Signature page follows.]

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

THE BOEING COMPANY	**UNITED AIRLINES, INC.**
***	/s/ Gerald Laderman
Signature	Signature
Attorney-in-Fact	Senior Vice President – Finance and Treasurer
Title	Title

BOEING / UNITED AIRLINES, INC. PROPRIETARY

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SUPPLEMENTAL AGREEMENTS	DATED AS OF
Supplemental Agreement No. 1	**June 17, 2013**

Purchase Agreement No. 3860

between

The Boeing Company

and

United Airlines, Inc.

This Purchase Agreement No. 3860 dated as of September 27, 2012 between The Boeing Company (**Boeing**) and United Airlines, Inc. (a Delaware corporation formerly known as Continental Airlines, Inc. and the successor by merger to United Air Lines, Inc.) (**Customer**) relating to the purchase and sale of Model 787 aircraft together with all tables, exhibits, supplemental exhibits, letter agreements and other attachments thereto, if any **(Purchase Agreement)**, incorporates and amends the terms and conditions of the Aircraft General Terms Agreement dated as of February 19, 2010 between the parties, identified as AGTA-UAL (**AGTA**). The Purchase Agreement *** supersedes purchase agreement no. 3427***.

Article 1. Quantity, Model, Description and Inspection.

The aircraft to be delivered to Customer will be designated as Model 787-8 aircraft, 787-9 or 787-10 aircraft, as the case may be (the **Aircraft**). Boeing will manufacture and sell to Customer Aircraft conforming to the configuration described in Exhibit A in the quantities listed in Table 1 to this Purchase Agreement. *** months prior to delivery of Customer's first Aircraft, Boeing will provide Customer a Boeing document defining a customer inspection process appropriate to the 787 manufacturing process **(787 Inspection Process**) which will apply in lieu of inspection processes traditionally applicable to other models of aircraft and will supersede the provisions of Article 5.2 of the AGTA.

Article 2. Delivery Schedule.

The Aircraft will be delivered to Customer in accordance with the scheduled months of delivery of the Aircraft listed in the attached Table 1. Exhibit B describes certain responsibilities for both Customer and Boeing in order to accomplish the delivery of the Aircraft.

Article 3. Price.

3.1 Aircraft Basic Price. The Aircraft Basic Price is listed in Table 1 and is subject to escalation.

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3.2 Advance Payment Base Prices. The Advance Payment Base Prices listed in Table 1 for each of the Boeing Model 787-8, 787-9 and 787-10 aircraft were calculated utilizing the latest escalation factors available to Boeing on the date of the Purchase Agreement, or the most recent supplemental agreement to the Purchase Agreement that amends Table 1 of the Purchase Agreement projected to the month of scheduled delivery.

Article 4. Payment.

4.1 Boeing acknowledges receipt of a deposit in the amount shown in Table 1 for each Aircraft (**Deposit**).

4.2 The standard advance payment schedule for the Model 787 Aircraft requires Customer to make certain advance payments, expressed as a percentage of the Advance Payment Base Price of each Aircraft beginning with a payment of ***%, less the Deposit, on the date of signing of the Purchase Agreement for the Aircraft. Additional advance payments for each Aircraft are due as specified in and on the first business day of the months listed in the attached Table 1.

4.3 For any Aircraft whose scheduled month of delivery is less than *** months from the date of this Purchase Agreement, the total amount of advance payments due for payment upon signing of this Purchase Agreement will include all advance payments which are past due in accordance with the standard advance payment schedule set forth in paragraph 4.2 above.

4.4 Customer will pay the balance of the Aircraft Price of each Aircraft at delivery. The Aircraft Price for each Aircraft will be re-calculated at the time that Aircraft is delivered using the then available escalation factors for the month when that Aircraft is delivered to calculate the Escalation Adjustment as defined in Supplemental Exhibit AE1.

Article 5. Additional Terms.

5.1 Excusable Delay. Article 7.1 of the basic articles of the AGTA in so far as it applies to the Aircraft only is revised to read as follows:

7.1 General. Boeing will not be liable for any delay in the scheduled delivery month of an aircraft or other performance under a purchase agreement caused by (i) acts of God; (ii) war or armed hostilities; (iii) government acts or priorities; (iv) fires, floods, or earthquakes; (v) strikes or labor troubles causing cessation, slowdown, or interruption of work; (vi) *** (vii) inability, after due and timely diligence, to obtain type certification; or (viii) any other cause to the extent such cause is beyond Boeing's control and not occasioned by Boeing's fault or negligence. A delay resulting from any such cause is defined as an **Excusable Delay**.

5.2 Aircraft Information Table. Table 1 consolidates information contained in Articles 1, 2, 3 and 4 with respect to (i) quantity of Aircraft, (ii) applicable Detail Specification for the Aircraft, (iii) month and year of scheduled deliveries of the Aircraft, (iv) Aircraft Basic Price, (v) escalation factors applicable to the Aircraft and (vi) Advance Payment Base Prices and advance payments applicable to the Aircraft and their schedules.

5.3 Escalation Adjustment/Airframe and Optional Features. Supplemental Exhibit AE1 contains the applicable airframe and optional features escalation formula for the Aircraft.

5.4 Buyer Furnished Equipment Variables. Supplemental Exhibit BFE1 contains vendor selection dates and other variables applicable to the Aircraft.

5.5 Customer Support Variables. Information, training, services and other things furnished by Boeing in support of introduction of the Aircraft into Customer's fleet are described in Supplemental Exhibit CS1. Supplemental Exhibit CS1 supersedes in its entirety Exhibit B to the AGTA with respect to the Aircraft but not with respect to any other aircraft.

5.6 Engine Escalation Variables. Supplemental Exhibit EE1 contains the applicable engine escalation formula, the engine warranty *** for the Aircraft

5.7 Service Life Policy Component Variables. Supplemental Exhibit SLP1 lists the airframe and landing gear components covered by the Service Life Policy for the Aircraft **(Covered Components)**.

5.8 Public Announcement. Boeing reserves the right to make a public announcement regarding Customer's purchase of the Aircraft upon approval of

Boeing's press release by Customer's public relations department or other authorized representative.

5.9 Negotiated Agreement; Entire Agreement. This Purchase Agreement, including the provisions of Article 8.2 of the AGTA relating to insurance, and Article 12 of Part 2 of Exhibit C of the AGTA relating to DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, has been the subject of discussion and negotiation and is understood by the parties; the Aircraft Price and other agreements of the parties stated in this Purchase Agreement were arrived at in consideration of such provisions. This Purchase Agreement, including the AGTA, contains the entire agreement between the parties and supersedes all previous proposals, understandings, commitments or representations whatsoever, oral or written, and may be changed only in writing signed by authorized representatives of the parties.

[The rest of the page is intentionally blank. Signature page follows.]

DATED AS OF June 17, 2013

THE BOEING COMPANY	**UNITED AIRLINES, INC.**
***	/s/ Gerald Laderman
Signature	Signature
Susan Englander	Gerald Laderman
Printed name	Printed name
Attorney-in-Fact	Senior Vice President – Finance and Treasurer
Title	Title

Table 1 to Purchase Agreement No. 3860
787-8 Aircraft with GENX-1B* Engines Delivery, Description, Price and Advance Payments**
(787-8/GE/*)**

Airframe Model/MTOW:	787-8	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	GENX-1B***	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$ ***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$ ***			
Sub-Total of Airframe and Features:		$ ***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		$ ***	**Base Year Index (ECI):**		***
Aircraft Basic Price (Excluding BFE/SPE):		$ ***	**Base Year Index (CPI):**		***
Buyer Furnished Equipment (BFE) Estimate:		$ ***	**Engine Escalation Data:**		***
Seller Purchased Equipment (SPE) Estimate:		$ ***	**Base Year Index (ECI):**		***
In Flight Entertainment (IFE) Fixed$:		$ ***	**Base Year Index (CPI):**		***

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Serial Number	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): ***	***	***	***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
Total:	***								

Table 1 to Purchase Agreement No. 3860
787-8 Aircraft with TRENT 1000-* Engines Delivery, Description, Price and Advance Payments**
(787-8/RR/*)**

Airframe Model/MTOW:	787-8	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	TRENT1000-***	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$ ***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$ ***			
Sub-Total of Airframe and Features:		$ ***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		$ ***	**Base Year Index (ECI):**		***
Aircraft Basic Price (Excluding BFE/SPE):		$ ***	**Base Year Index (CPI):**		***
Buyer Furnished Equipment (BFE) Estimate:		$ ***	**Engine Escalation Data:**		***
Seller Purchased Equipment (SPE) Estimate:		$ ***	**Base Year Index (ECI):**		***
In Flight Entertainment (IFE) Fixed$:		$ ***	**Base Year Index (CPI):**		***

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Serial Number	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): ***	***	***	***

| | | |

Table 1 to Purchase Agreement No. 3860
787-9 Aircraft with GENX-1B* Engines Delivery, Description, Price and Advance Payments**
(787-9/GE/*) APBP beginning *** prior to applicable delivery**

Airframe Model/MTOW:	787-9	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	GENX-1B***	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$ ***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$ ***			
Sub-Total of Airframe and Features:		$ ***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		$ ***	**Base Year Index (ECI):**		***
Aircraft Basic Price (Excluding BFE/SPE):		$ ***	**Base Year Index (CPI):**		***
Buyer Furnished Equipment (BFE) Estimate:		$ ***	**Engine Escalation Data:**		
Seller Purchased Equipment (SPE) Estimate:		$ ***	**Base Year Index (ECI):**		***
In Flight Entertainment (IFE) Estimate:		$ ***	**Base Year Index (CPI):**		***

Delivery Date	18 Months Prior to Applicable Delivery	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Serial Number	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): ***	***	***	***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
Total:		***								

Table 1 to Purchase Agreement No. 3860
787-9 Aircraft with TRENT 1000-* Engines Delivery, Description, Price and Advance Payments**
(787-9/RR/*) APBP beginning *** prior to applicable delivery**

Airframe Model/MTOW:	787-9	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	TRENT1000-***	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$ ***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$ ***			
Sub-Total of Airframe and Features:		$ ***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		$ ***	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		$ ***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:		$ ***	**Engine Escalation Data:**	***	
Seller Purchased Equipment (SPE) Estimate:		$ ***	**Base Year Index (ECI):**	***	
In Flight Entertainment (IFE) Estimate:		$ ***	**Base Year Index (CPI):**	***	

Delivery Date	18 Months Prior to Applicable Delivery	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Serial Number	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): ***	***	***	***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
Total:		***								

Table 1 to Purchase Agreement No. 3860
787-10 Aircraft with GENX-1B* Engines Delivery, Description, Price and Advance Payments**
(787-10/GE/*)**

Airframe Model/MTOW:	787-10	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	GENX-1B***	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$ ***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$ ***			
Sub-Total of Airframe and Features:		$ ***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		$ ***	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		$ ***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:		$ ***	**Engine Escalation Data:**		
In-Flight Entertainment (IFE) Estimate:		$ ***	**Base Year Index (ECI):**	***	
			Base Year Index (CPI):	***	
Refundable Deposit/Aircraft at Proposal Accept:		$ ***			

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Serial Number	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						***	***	***	***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Serial Number	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						***	***	***	***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
Total:	20								

Table 1 to Purchase Agreement No. 3860
787-10 Aircraft with TRENT1000* Engines Delivery, Description, Price and Advance Payments**
(787-10/RR/*)**

Airframe Model/MTOW:	787-10	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	TRENT1000-***	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$ ***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$ ***			
Sub-Total of Airframe and Features:		$ ***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		$ ***	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		$ ***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:		$ ***	**Engine Escalation Data:**		
In-Flight Entertainment (IFE) Estimate:		$ ***	**Base Year Index (ECI):**	***	
Refundable Deposit/Aircraft at Proposal Accept:		$ ***	**Base Year Index (CPI):**	***	

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Serial Number	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): ***	***	***	***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***

Table 1 to Purchase Agreement No. 3860
787-10 Aircraft with TRENT1000* Engines Delivery, Description, Price and Advance Payments**
(787-10/RR/*)**

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Serial Number	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): ***	***	***	***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***
Total:	20								

AIRCRAFT CONFIGURATION

between

THE BOEING COMPANY

and

UNITED AIRLINES, INC.

Exhibit A3 to Purchase Agreement Number 3860

AIRCRAFT CONFIGURATION

relating to

BOEING MODEL 787-10 AIRCRAFT

The Airframe Price in Table 1 was established utilizing the 787 Airplane Description and Selections *** Revision *** dated ***. The content of this Exhibit A3 will be defined pursuant to the provisions of Letter Agreement UAL-PA-03860-LA-1301373 entitled "787-10 Open Configuration and Other Matters" to the Purchase Agreement.

BUYER FURNISHED EQUIPMENT VARIABLES

between

THE BOEING COMPANY

and

UNITED AIR LINES, INC.

Supplemental Exhibit BFE1 to Purchase Agreement Number 3860

BOEING / UNITED AIRLINES, INC. PROPRIETARY

BUYER FURNISHED EQUIPMENT VARIABLES

relating to

BOEING MODEL 787 AIRCRAFT

This Supplemental Exhibit BFE1 contains vendor selection dates, on-dock dates and other variables applicable to the Aircraft.

1. Supplier Selection.

Customer will:

1.1 Select and notify Boeing of the suppliers and part numbers of the following Buyer Furnished Equipment (BFE) items by the following dates:

_____

(date to be determined, if BFE is applicable)

2. On-dock Dates.

On or before *(date to be determined, if BFE is applicable)*, Boeing will provide to Customer a BFE Requirements On-Dock/Inventory Document (BFE Document) or an electronically transmitted BFE Report which may be periodically revised, setting forth the items, quantities, on-dock dates and shipping instructions relating to the in-sequence installation of BFE. For planning purposes, a preliminary BFE on-dock schedule is set forth below:

Item	Preliminary On-Dock Dates **[Month of Delivery:]**	
	Aircraft	Aircraft

(date to be determined, if BFE is applicable)

3. Additional Delivery Requirements

Customer will ensure that Customer's BFE suppliers provide sufficient information to enable Boeing, when acting as Importer of Record for Customer's BFE, to comply with all applicable provisions of the U.S. Customs Service.

BOEING / UNITED AIRLINES, INC. PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1209265**R1**

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Option Aircraft

Reference: Purchase Agreement 3860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

Boeing agrees to manufacture and sell to Customer additional Aircraft as **Option Aircraft**. The model, delivery months, number of aircraft, Advance Payment Base Price per aircraft and advance payment schedule are listed in Attachments B-1 and B-2 to this Letter Agreement (**Attachments**).

1. Aircraft Description and Changes.

1.1 Aircraft Description: The Option Aircraft are described by the Detail Specification listed in the Attachments, and subject to the items in section 1.2 below.

1.2 Changes: The Detail Specification will be revised to include:

(i) Changes applicable to the basic Model 787 aircraft which are developed by Boeing between the date of the Detail Specification and the signing of the definitive agreement to purchase the Option Aircraft;

(ii) Changes required to obtain required regulatory certificates; and

(iii) Changes mutually agreed upon.



2. Price.

2.1. The pricing elements of the Option Aircraft are listed in the Attachments to this Letter Agreement.

2.2. Price Adjustments.

2.2.1. Optional Features. The Optional Features Prices that will be identified in the definitive agreement for the Option Aircraft will equal (i) the Optional Features Prices as of ***

2.2.2. Escalation Adjustments. The Airframe Price and the Optional Features Prices for Option Aircraft will be escalated on the same basis as the Aircraft, and will be adjusted to Boeing's then-current escalation provisions as of the date of execution of the definitive agreement for the Option Aircraft.

The engine manufacturer's current escalation provisions, listed in Exhibit Supplement EE1 to the Purchase Agreement, have been *** to the months of scheduled delivery using commercial forecasts to calculate the Advance Payment Base Price listed in the Attachments to *** will be revised if they are changed by the engine manufacturer *** the Option Aircraft.

2.2.3. Base Price Adjustments. The Airframe Price and the Engine Price of the Option Aircraft will be adjusted to Boeing's and the engine manufacturer's *** prices as of *** the Option Aircraft.

3. Payment.

3.1 Customer will pay a non-refundable deposit to Boeing in the amount shown in the Attachments for each Option Aircraft (**Option Deposit**), on the date of this Letter Agreement. If Customer exercises an option, the Option Deposit will be credited against the first advance payment due. ***

3.2 If Customer exercises its option to acquire an Option Aircraft, advance payments in the amounts and at the times listed in the Attachments will be payable for that Option Aircraft. The remainder of the Aircraft Price for that Option Aircraft will be paid at the time of delivery.

4. Option Exercise.

4.1. Customer may exercise an option to acquire an Option Aircraft by giving written notice to Boeing no later than *** prior to the first business day of the applicable delivery month listed in the Attachment.

4.2. Reserved.

4.3. Customer's Model 787-10 Option Aircraft in Attachment B1 and B2 to this Letter Agreement are scheduled by calendar month. Upon exercise of a 787-10 Option Aircraft, Boeing *** Attachment B to this Letter Agreement with written notice to Customer no less than *** prior to the scheduled delivery month; provided, that Boeing *** such 787-10 Option Aircraft *** delivery months *** the total number of such 787-10 Option Aircraft *** and all other applicable terms and conditions will be adjusted accordingly. *** will not be considered either *** the AGTA) *** Letter Agreement UAL-PA-03860-LA-1209414, entitled "Other Special Matters"), and all applicable terms and conditions set forth in the Purchase Agreement (e.g., Airframe Price Adjustment and Engine Price Adjustment and advance payments) shall be *** month.

4.4. Customer may elect to place an exercised Option Aircraft in Purchase Agreement No. 2484 dated as of December 29, 2004 between Boeing and Customer relating to the purchase and sale of Model 787 aircraft, as amended and supplemented (**Purchase Agreement 2484**) in lieu of the Purchase Agreement and Customer may elect to place an exercised option aircraft contracted under Purchase Agreement 2484 in the Purchase Agreement, and in either such case, subject to execution of supplemental agreements to amend this Purchase Agreement and Purchase Agreement 2484.

5. Contract Terms.

Boeing and Customer will use their best efforts to reach a definitive agreement for the purchase of an Option Aircraft, including the terms and conditions contained in this Letter Agreement, in the Purchase Agreement, and other terms and conditions as may be agreed upon to add the Option Aircraft to the Purchase Agreement as an Aircraft. If the parties have not entered into a definitive agreement within *** following option exercise, either party may terminate the purchase of such Option Aircraft by giving written notice to the other within ***. If Customer and Boeing fail to enter into such definitive agreement, Boeing will retain the Option Deposit for that Option Aircraft ***.

[The rest of this page is intentionally left blank. Signature page follows]

Very truly yours,

THE BOEING COMPANY

By ***
Its Attorney-in-Fact

Attachments:

Attachment B-1, 787-10 with GENX-1B*** Engines: Option Aircraft Delivery, Description, Price and Advance Payments

Attachment B-2, 787-10 with TRENT1000-*** Engines: Option Aircraft Delivery, Description, Price and Advance Payments

ACCEPTED AND AGREED TO this

Date: June 17, 2013

UNITED AIRLINES, INC.

By /s/ Gerald Laderman
Its Senior Vice President – Finance and Treasurer

Attachment B-1 to Letter Agreement UAL-PA-03860-LA-120965R1
787-10 Option Aircraft with GENX-1B*
Engines Delivery, Description, Price and Advance Payments
(787-10/GE/*)**

Airframe Model/MTOW:	787-10	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	GENX-1B***	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		**$** ***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		**$** ***			
Sub-Total of Airframe and Features:		**$** ***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		**$** ***	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		**$** ***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:		**$** ***	**Engine Escalation Data:**	***	
In-Flight Entertainment (IFE) Estimate:		**$** ***	**Base Year Index (ECI):**	***	
			Base Year Index (CPI):	***	
Non-Refundable Deposit/Aircraft at Def Agreement		**$** ***			

Escalation Escalation Estimate

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Manufacturer Serial Number	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): ***	***	***	***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***

Attachment B-1 to Letter Agreement UAL-PA-03860-LA-120965R1
787-10 Option Aircraft with GENX-1B*
Engines Delivery, Description, Price and Advance Payments
(787-10/GE/*)**

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Manufacturer Serial Number	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): ***	***	***	***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
Total:	***								

Attachment B-2 to Letter Agreement UAL-PA-03860-LA-120965R1
787-10 Option Aircraft with TRENT 1000-*
Engines Delivery, Description, Price and Advance Payments
(787-10/RR/*)**

Airframe Model/MTOW:	787-10	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	TRENT1000-***	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$ ***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$ ***			
Sub-Total of Airframe and Features:		$ ***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		$ ***	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		$ ***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:		$ ***	**Engine Escalation Data:**		
In-Flight Entertainment (IFE) Estimate:		$ ***	**Base Year Index (ECI):**	***	
			Base Year Index (CPI):	***	
Non-Refundable Deposit/Aircraft at Def Agreement		$ ***			

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Manufacturer Serial Number	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): ***	***	***	***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***

Attachment B-2 to Letter Agreement UAL-PA-03860-LA-120965R1
787-10 Option Aircraft with TRENT 1000-*
Engines Delivery, Description, Price and Advance Payments
(787-10/RR/*)**

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Manufacturer Serial Number	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): ***	***	***	***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
Total:	***								

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1209236**R1**

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Model Substitution

Reference: Purchase Agreement No. 3860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used and not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

Customer may substitute the purchase of any Boeing Model 787-8/-9/-10 aircraft in place of any firmly contracted Model 787-8/-9/-10 aircraft, subject to availability, and subject to the following terms and conditions (**Substitution Right**):

1. Definitions.

"Substitution Aircraft" means any Model 787-8, 787-9 or 787-10 aircraft resulting from Customer exercising the Substitution Right.

"787-8/787-9 Substitution" means Customer substitution of Model 787-9 in place of Model 787-8 aircraft and similarly Customer substitution of Model 787-8 aircraft in place of Model 787-9 aircraft.

"Substitution to 787-10" means Customer substitution of Model 787-10 aircraft in place of Model 787-9 or 787-8 aircraft.

"Substitution from 787-10" means Customer substitution of Model 787-8 or 787-9 aircraft in place of Model 787-10 aircraft.

***

2. Substitution Aircraft Pricing.

2.1 The price for each Substitution Aircraft is as set forth in Attachments ***. Pricing of Substitution Aircraft is subject to change if a different GEnx or Trent engine model or thrust level is configured for the Substitution Aircraft.

2.2 Boeing agrees to *** the Model 787-*** aircraft *** for the *** 787-*** Aircraft *** Customer exercising the Substitution Right as part of this Supplemental Agreement *** prior to delivery of the applicable Substitution Aircraft. At *** prior to delivery, Boeing will *** of the Substitution Aircraft *** for Model 787-9 Aircraft.

2.3 If Customer exercises its *** from the *** Aircraft scheduled to deliver in *** to effect a *** to 787-***, the terms of Amendment 1 to Letter Agreement 6-1162-RCN-1935 and Section *** of Letter Agreement UAL-PA-03860-LA-1209413 entitled "Special Matters" shall apply.

3. Substitution Notice.

Customer shall notify Boeing of its intent to exercise the Substitution Right (**Substitution Notice**) at least:

3.1 *** prior to the scheduled delivery month of the 787-8 or 787-9 Aircraft for 787-8/787-9 Substitution.

3.2 *** prior to the scheduled delivery month of the 787-8, 787-9 or 787-10 Aircraft for the Substitution to 787-10 or Substitution from 787-10***, or

3.3 ***

3.4 Boeing shall work with Customer to *** as the 787-9 *** program*** becomes defined.

4. 787-10 Substitution.

The Substitution Right as it relates to Substitution to 787-10 and Substitution from 787-10 will commence with the ***after the ***, and is subject to the following additional conditions:

4.1 Approval by the Board of Directors of Boeing to launch the 787-10 program **(Program Launch)**;

4.2 Boeing reaching final agreement with the applicable engine manufacturer(s) for engines on the Boeing Model 787-10 aircraft;

4.3 If applicable, Boeing and Customer reaching final agreement on the terms and conditions of *** Boeing Model 787-10 aircraft *** of the 787-10; and

4.4 If applicable, revision of the scheduled month of delivery if Customer selects a different engine for its Model 787-10 Substitution Aircraft than that selected by the customer taking delivery of the first Boeing Model 787-10 aircraft;

5. Training.

The training terms of Supplemental Exhibit CS1 Part 1 of the Purchase Agreement shall apply to the Substitution Aircraft. The *** shall not be adjusted as a result of Customer exercising its Substitution Right.

6. **Production Constraints.**

6.1 With respect to any Substitution Aircraft, Customer's Substitution Right is further conditioned upon Boeing having production capability for the Substitution Aircraft in the same scheduled delivery month as the Aircraft for which it will be substituted. Within *** after receipt of a Substitution Notice, Boeing will provide a written response to Customer's Substitution Notice indicating *** Boeing's production capability *** for the Substitution Aircraft.

6.2 If Boeing is *** to manufacture the Substitution Aircraft ***, then Boeing *** for the Substitution Aircraft for Customer's consideration and written acceptance within *** of ***.

6.3 All of Boeing's quoted delivery positions for Substitution Aircraft shall be considered preliminary until such time as the parties enter into a definitive supplemental agreement in accordance with paragraph 4 below.

7. Supplemental Agreement.

Boeing and Customer will enter into a Supplemental Agreement with respect to each Substitution Aircraft for the purpose of incorporating the Substitution Aircraft into the Purchase Agreement. Boeing and Customer will cooperate in good faith and exert commercially reasonable efforts to negotiate and execute a Supplemental Agreement within *** of the later of (i) Customer's Substitution Notice to Boeing or (ii) ***. Upon the execution and delivery of a Supplemental Agreement pursuant to this Section 7, the aircraft identified in such Supplemental Agreement shall be deemed a "Firm Aircraft" for purposes of this Letter Agreement and an "Aircraft" as defined in the Purchase Agreement and shall be governed by the Purchase Agreement.

8. Confidential Treatment.

Boeing and Customer understand that certain information contained in this Letter Agreement, including any attachments hereto, is considered by both parties to be confidential. Boeing and Customer agree that each party will treat this Letter Agreement and the information contained herein as confidential and will not, without the other party's prior written consent, disclose this Letter Agreement or any information contained herein to any other person or entity except as may be required by applicable law or governmental regulations.



Very truly yours,

THE BOEING COMPANY

By ***
Its Attorney-in-Fact

Attachments:

Attachment A-1: 787-9 GE Powered Pricing;

Attachment A-2: 787-9 Rolls Royce Powered Pricing

Attachment B-1: 787-10 GE Powered Pricing

Attachment B-2: 787-10 Rolls Royce Powered Pricing

Attachment C-1: 787-8 GE Powered Pricing

Attachment C-2: 787-8 Rolls Royce Powered Pricing

ACCEPTED AND AGREED TO this

Date: June 17, 2013

UNITED AIRLINES, INC.

By /s/ Gerald Laderman
Its Senior Vice President – Finance and Treasurer

Attachment A-1 to Model Substitution Letter Agreement UAL-03860-LA-1209236R1
(787-9 / GE / *)**

Airframe Model/MTOW:	787-9	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	GENX-1B***	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$ ***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		***			
Sub-Total of Airframe and Features:		$ ***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		$ ***	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		$ ***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:		$ ***	**Engine Escalation Data:**		
Seller Purchased Equipment (SPE) Estimate:		$ ***	**Base Year Index (ECI):**	***	
			Base Year Index (CPI):	***	
Refundable Deposit/Aircraft at Proposal Accept:		$ ***			

Attachment A-2 to Model Substitution Letter UAL-PA-03860-LA-1209236R1
(787-9 / RR / *)**

Airframe Model/MTOW:	787-9	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	TRENT1000-***	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$ ***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		***			
Sub-Total of Airframe and Features:		$ ***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		*** *	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		$ ***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:		$ ***	**Engine Escalation Data:**		
Seller Purchased Equipment (SPE) Estimate:		$ ***	**Base Year Index (ECI):**	***	
In-Flight Entertainment (IFE) Estimate:		$ ***	**Base Year Index (CPI):**	***	
Refundable Deposit/Aircraft at Proposal Accept:		$ ***			

* See Letter Agreement UAL-PA-03860-LA-1209618R1, "Alternate Engine Selection"

Attachment B-1 to Model Substitution Letter Agreement UAL-03860-LA-1209236R1
(787-10 / GE / *)**

Airframe Model/MTOW:	787-10	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	GENX-1B***	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$ ***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		***			
Sub-Total of Airframe and Features:		$ ***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		$ ***	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		$ ***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:		$ ***	**Engine Escalation Data:**		
Seller Purchased Equipment (SPE) Estimate:		$ ***	**Base Year Index (ECI):**	***	
			Base Year Index (CPI):	***	
Refundable Deposit/Aircraft at Proposal Accept:		$ ***			

Attachment B-2 to Model Substitution Letter Agreement UAL-03860-LA-1209236R1
(787-10 / * / RR)**

Airframe Model/MTOW:	787-10	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	Trent 1000-***	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		**$** ***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		***			
Sub-Total of Airframe and Features:		**$** ***	**Airframe Escalation n**		
Engine Price (Per Aircraft):		*** *	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding Engines and BFE/SPE):		**$** ***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:		**$** ***	**Engine Escalation Data:**		
Seller Purchased Equipment (SPE) Estimate:		**$** ***	**Base Year Index (ECI):**	***	
			Base Year Index (CPI):	***	
Refundable Deposit/Aircraft at Proposal Accept:		**$** ***			

* See Letter Agreement UAL-PA-03860-LA-1209618R1, "Alternate Engine Selection"

Attachment C-1 to Model Substitution Letter Agreement UAL-03860-LA-1209236R1
(787-8 / * / GE)**

Airframe Model/MTOW:	787-8	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	GENX-1B***	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		**$** ***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		***			
Sub-Total of Airframe and Features:		**$** ***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		**$** ***	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		**$** ***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:		**$** ***	**Engine Escalation Data:**		
Seller Purchased Equipment (SPE) Estimate:		**$** ***	**Base Year Index (ECI):**	***	
In Flight Entertainment (IFE) Fixed$:		**$** ***	**Base Year Index (CPI):**	***	
Refundable Deposit/Aircraft at Proposal Accept:		**$** ***			

Attachment C-2 to Model Substitution Letter Agreement UAL-03860-LA-1209236R1
(787-8 / * Airframe / RR)**

Airframe Model/MTOW:	787-8	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	TRENT1000-***	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$ ***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		***			
Sub-Total of Airframe and Features:		$ ***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		*** *	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		$ ***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:		$ ***	**Engine Escalation Data:**		
Seller Purchased Equipment (SPE) Estimate:		$ ***	**Base Year Index (ECI):**	***	
In Flight Entertainment (IFE) FixedS:		$ ***	**Base Year Index (CPI):**	***	
Refundable Deposit/Aircraft at Proposal Accept:		$ ***			

* See Letter Agreement UAL-PA-03860-LA-1209618R1, "Alternate Engine Selection"

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1209413**R1**

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Special Matters

Reference: Purchase Agreement No. 3860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. relating to Model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used and not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. Credit Memoranda.

1.1. 787-8 Credit Memoranda.

In consideration of Customer's purchase of 787-8 Aircraft, Boeing shall issue at the time of delivery of each 787-8 Aircraft and 787-8 Option Aircraft, a credit memorandum to Customer in an amount equal to ***. The credit memorandum is *** airframe *** the Aircraft Price ***. Customer may apply such credit memorandum to *** Aircraft.

1.2. 787-9 Credit Memoranda.

In consideration of Customer's purchase of 787-9 Aircraft, Boeing shall issue at the time of delivery of each 787-9 Aircraft and 787-9 Option Aircraft, a credit memorandum to Customer in an amount equal to ***. The credit memorandum is *** airframe *** the Aircraft Price ***. Customer may apply such credit memorandum to *** Aircraft.

1.3. 787-10 Credit Memoranda.

In consideration of Customer's purchase of 787-10 Aircraft, Boeing shall issue at the time of delivery of each 787-10 Aircraft and 787-10 Option Aircraft, a credit memorandum to Customer in an amount equal to ***. The credit memorandum is *** airframe *** the Aircraft Price ***. Customer may apply such credit memorandum to *** Aircraft.

BOEING / UNITED AIRLINES, INC. PROPRIETARY

2. Model 787 ***.

Boeing *** the offer contained herein *** with the *** specified in ***. Furthermore, if *** the 787 aircraft *** Boeing *** 787 ***, Boeing will *** to the terms and conditions of the Purchase Agreement to ***.

2.1. 787-8 ***.

Boeing shall issue at the time of delivery of each 787-8 Aircraft *** a credit memorandum to Customer in an amount equal to ***. The credit memorandum is *** airframe *** the Aircraft Price ***. Customer may apply such credit memorandum to *** Aircraft.

2.2. 787-9 ***.

Boeing shall issue at the time of delivery of each 787-9 Aircraft *** a credit memorandum to Customer in an amount equal to ***. The credit memorandum is *** airframe *** the Aircraft Price ***. Customer may apply such credit memorandum to *** Aircraft.

3. ***

***

4. Payment of ***.

4.1. *** Firm Aircraft. Customer agrees *** on *** for all firm and exercised Option Aircraft *** the date on which *** the date on which *** shall be *** and *** day of *** and on the delivery date of *** Aircraft ***. (Note: the *** above will be *** for the *** the *** on the *** for *** would be *** for ***.)

4.2. Delivery *** Impact on ***. If the delivery of any Aircraft *** to either an *** or a ***, then *** on the *** in respect of such Aircraft will *** the *** *** the *** of the *** to the *** of delivery of the Aircraft. *** of any *** that *** to the *** of the *** but *** *** will be *** on the *** set forth in Paragraph 4.1 of this Letter Agreement or *** of the Aircraft***.

4.3. Boeing ***. Boeing shall submit to Customer, not less than *** prior to the end of ***, an ***. Customer's *** is *** Boeing *** of the ***. Boeing's *** will show *** each Aircraft *** have been ***. The *** will also *** with respect to other aircraft in other purchase agreements between Customer and Boeing.

4.4. *** Provisions for the Launch Aircraft. With respect to (i) the *** 787-10 Aircraft listed in Table 1 to the Purchase Agreement as of the effective date of Supplemental Agreement No. 1 to the Purchase Agreement; (ii) the *** Aircraft and (iii) the *** 787-*** Aircraft *** (collectively and each a **Launch Aircraft**), the parties agree that *** delivery of each Launch Aircraft ***. At time of delivery of each Launch Aircraft, Boeing will ***.

BOEING

5. Option Aircraft ***.

5.1. *** Option Aircraft Letter Agreement UAL-PA-03860-LA-1209265R1 (**Option Aircraft Letter**) as the Attachment and/or the Option Aircraft Letter is subsequently revised, amended or supplemented, Boeing will *** 787 Option Aircraft.

5.2. *** Boeing and Customer *** that *** Option Aircraft added as part of Supplemental Agreement No. 1*** Boeing for *** of the *** 787-*** Option Aircraft. The *** 787-10 Option Aircraft *** Supplemental Agreement No 1 to the Purchase Agreement.

6. ***.

Boeing *** at the time of delivery of each Aircraft *** and ***.

7. Aircraft Invoices.

Upon Customer request, at the time of Aircraft delivery Boeing agrees to provide a separate invoice addressed to the owner/trustee of such Aircraft specifying the dollar amount to be received at the time of delivery. ***

8. Assignment of Credits.

Customer may not assign the credit memoranda described in this Letter Agreement without Boeing's prior written consent *** Boeing *** Customer in respect of an Aircraft.

9. Confidential Treatment.

Boeing and Customer understand that certain information contained in this Letter Agreement, including any attachments hereto, is considered by both parties to be confidential. Boeing and Customer agree that each party will treat this Letter Agreement and the information contained herein as confidential and will not, without the other party's prior written consent, disclose this Letter Agreement or any information contained herein to any other person or entity except as may be required by applicable law or governmental regulations.

[The rest of the page is intentionally blank. Signature page follows.]

BOEING

Very truly yours,

THE BOEING COMPANY

By ***
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 17, 2013

UNITED AIRLINES, INC.

By /s/ Gerald Laderman
Its Senior Vice President – Finance and Treasurer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1209414 **Amendment 1**

United Airlines, Inc.
233 South Wacker Drive
Chicago, IL 60606

Subject: Other Special Matters

Reference: Purchase Agreement No. 3860 (**Purchase Agreement**) between Boeing and United Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

This letter agreement (**Amending Letter Agreement**) amends and supplements the Purchase Agreement and amends certain of the terms and conditions of Letter Agreement UAL-PA-03860-LA-1209414 (**Original Letter Agreement**). All terms used and not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. Amendments.

a) Article 2 of the Original Letter Agreement is revised as follows:

2. Option Aircraft Exercise. Option Aircraft exercise terms can be found in Letter Agreement UAL-PA-03860-LA-1209265R1, entitled "Option Aircraft."

b) Article 3: To facilitate insertion of a second paragraph therein, Article 3 of the Original Letter Agreement is revised as follows:

3. Changes to ***.

3.1***. Customer and Boeing have previously entered into agreements regarding *** for certain model 757, 767 and 777 aircraft. Boeing hereby agrees that *** which Customer may purchase under such agreements will *** by Customer ***. Boeing will provide ***, to be verified by Customer, that indicate the *** under such agreements.

2. Additional Terms.

A new Article 3.2 is added to the Original Letter Agreement and provides as follows:

3.2 787-9 ***. Boeing will provide to Customer*** the Model 787-9 Aircraft ***.

BOEING / UNITED AIRLINES, INC. PROPRIETARY

*** 787-9 ***. Should Boeing *** the 787-9 Aircraft, Boeing *** in accordance with the *** unless *** pursuant to paragraphs 3.2.1 through 3.2.2 below.

3.2.1 Should Boeing *** the 787-9 Aircraft, Boeing *** Customer *** the 787-9 Aircraft *** as described in paragraph 3.2.2(ii).

3.2.2 *** 787-9 *** is limited to:

(i) *** Boeing to *** the 787-9 Aircraft.

(ii) 787-9 Aircraft listed in Table 1 to the Purchase Agreement *** for which Boeing has *** such 787-9 Aircraft ***

BOEING

Very truly yours,

THE BOEING COMPANY

By ***
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 17, 2013

UNITED AIRLINES, INC.

By /s/ Gerald Laderman
Its Senior Vice President – Finance and Treasurer



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1209618R1

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Alternate Engine Selection

Reference: Purchase Agreement No. PA-3860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Deferral of Customer Engine Selection.

Customer has requested and Boeing has agreed that Customer may delay the selection of engines for the Aircraft beyond the signing date of Supplemental Agreement No. 1 to the Purchase Agreement. The engine model *** shown in Table 1 to the Purchase Agreement, Supplemental Exhibit EE1 to the Purchase Agreement, Exhibit A to the Purchase Agreement, Attachment A and B to Option Aircraft Letter Agreement No. UAL-PA-03860-LA-1209265R1, Attachment A and B to Model Substitution Letter Agreement UAL-03860-LA-1209236R1 ***(collectively known as **Documents to be Revised upon Customer's Engine Selection**), as applicable, for Customer's chosen engine. The *** in effect at the time of engine selection will apply to the engine model selected.

2. Customer Notification of Engine Selection.

Customer shall notify Boeing of Customer's final engine selection on or before:

(i) *** for Boeing Model 787-8 and Boeing Model 787-9, and

(ii) *** for Boeing Model 787-10 (the first day of the month that is *** prior to the first Boeing Model 787-10 Aircraft to be delivered to Customer).

Promptly after such notification of Customer's final engine selection by Customer to Boeing, Boeing and Customer shall execute a Supplemental Agreement to the Purchase Agreement conforming the Documents to be Revised upon Customer's Engine Selection to Customer's engine selection.



3. Confidential Treatment.

Customer understands and agrees that the information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer agrees to limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

[The rest of the page is intentionally blank. Signature page follows.]



Very truly yours,

THE BOEING COMPANY

By ***
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 17, 2013

UNITED AIRLINES, INC.

By /s/ Gerald Laderman
Its Senior Vice President – Finance and Treasurer



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1301368

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Performance Guarantees (787-10)

Reference: Purchase Agreement No. PA 3860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Boeing agrees to provide Customer with the performance guarantees in the Attachment. These guarantees are exclusive and expire with respect to an Aircraft upon delivery of such Aircraft to Customer.

The performance guarantees in the Attachment use the 787-10X nomenclature as appropriate until the airplane is launched. This is synonymous with the term 787-10 used in other portions of this Purchase Agreement.

1. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

2. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.



Very truly yours,

THE BOEING COMPANY

By ***
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 17, 2013

UNITED AIRLINES, INC.

By /s/ Gerald Laderman
Its Senior Vice President – Finance and Treasurer

MODEL 787-10X PERFORMANCE GUARANTEES

FOR UNITED AIRLINES, INC.

SECTION	CONTENTS	
1	**AIRCRAFT MODEL APPLICABILITY**	2
2	**FLIGHT PERFORMANCE**	2
3	**AIRCRAFT CONFIGURATION**	21
4	**GUARANTEE CONDITIONS**	21
5	**GUARANTEE COMPLIANCE**	22
6	**EXCLUSIVE GUARANTEES**	23

1 AIRCRAFT MODEL APPLICABILITY

The guarantees contained in this Attachment (the "Performance Guarantees") are applicable to the 787-10X Aircraft with a maximum takeoff weight of *** pounds, a maximum landing weight of *** pounds, and a maximum zero fuel weight of *** pounds, and equipped with Boeing furnished GEnx-1B*** engines.

2 FLIGHT PERFORMANCE

2.1 Takeoff

2.1.1 The FAA approved takeoff field length at a gross weight at the start of the ground roll of *** pounds, at a temperature of ***°F, at a *** altitude, based on the certified alternate forward center of gravity limit, and using maximum takeoff thrust, shall not be more than the following guarantee value:

NOMINAL:	*** Feet
TOLERANCE:	***Feet
GUARANTEE:	***Feet

2.1.2 The FAA approved takeoff gross weight at the start of ground roll, at a temperature of ***°F, at an altitude of *** feet, from a *** foot runway, and satisfying the conditions defined below, based on the certified alternate forward center of gravity limit, and using maximum takeoff thrust, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	***Pounds
GUARANTEE:	***Pounds

Conditions:

The following obstacle definition is based on a straight-out departure where obstacle height and distance are specified with reference to the liftoff end of the runway:

	Distance	Height
1.	*** feet	*** feet
2.	*** feet	*** feet
3.	*** feet	*** feet
4.	*** feet	*** feet

2.2 Landing

The FAA approved landing field length at a gross weight of *** pounds and at a *** altitude, shall not be more than the following guarantee value:

NOMINAL:	*** Feet
TOLERANCE:	*** Feet
GUARANTEE:	*** Feet

2.3 Cruise Range

The still air range at an initial cruise altitude of *** feet on a standard day at *** Mach number, starting at a gross weight of *** pounds and consuming *** pounds of fuel, and using not more than maximum cruise thrust (except maximum climb thrust may be used during a step climb) and using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Nautical Miles

TOLERANCE:	*** Nautical Miles
GUARANTEE:	*** Nautical Miles

Conditions and operating rules:

A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.

2.4 Mission

2.4.1 Mission Payload

The payload for a stage length of *** nautical miles in still air (equivalent to a distance of *** nautical miles with a *** knot headwind, representative of a *** to *** route in ***) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules:

Stage Length:	The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.
Takeoff:	The airport altitude is *** feet.
	The airport temperature is ***°F.
	The runway length is *** feet.
	The following obstacle definition is based on a straight out departure where obstacle height and distance are specified with reference to the liftoff end of the runway:

	Distance	Height
1.	*** feet	*** feet
2.	*** feet	*** feet
3.	*** feet	*** feet
4.	*** feet	*** feet

	Takeoff performance is based on the certified alternate forward center of gravity limit.
	Maximum takeoff thrust is used for the takeoff.
	The takeoff gross weight shall conform to FAA Regulations.
Climbout Maneuver:	Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to *** feet above the departure airport altitude and retracting flaps and landing gear.
Climb:	The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at *** KCAS.
	The Aircraft then accelerates at a rate of climb of *** feet per minute to a climb speed of *** KCAS.
	The climb continues at *** KCAS until *** Mach number is reached.

	The climb continues at *** Mach number to the initial cruise altitude.
	The temperature is ISA+***°C during climb.
	Maximum climb thrust is used during climb.
Cruise:	The Aircraft cruises at *** Mach number.
	The initial cruise altitude is *** feet.
	A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.
	The temperature is ISA+***°C during cruise.
	The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.
Descent:	The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.
	Throughout the descent, the cabin pressure will be controlled to a maximum rate of descent equivalent to *** feet per minute ***.
	The temperature is ISA+***°C during descent.
Approach and Landing Maneuver:	The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.
	The destination airport altitude is *** feet.
Fixed Allowances:	For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:
	Taxi-Out:
	Fuel *** Pounds

BOEING PROPRIETARY

Takeoff and Climbout Maneuver:

Fuel	*** Pounds
Distance	*** Nautical Miles

Approach and Landing Maneuver:

Fuel	*** Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel	*** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: *** Pounds

For information purposes, the reserve fuel is based on a standard day temperature and *** minutes of fuel over the destination.

2.4.2 Mission Payload

The payload for a stage length of *** nautical miles in still air (equivalent to a distance of *** nautical miles with a *** knot headwind, representative of a *** to *** route in ***) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	***Pounds
TOLERANCE:	***Pounds
GUARANTEE:	***Pounds

Conditions and operating rules:

Stage Length:	The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.
Takeoff:	The airport altitude is *** feet.
	The airport temperature is ***°F.
	The runway length is *** feet.

The following obstacle definition is based on a straight out departure where obstacle height and distance are specified with reference to the liftoff end of the runway:

	Distance	Height
1.	*** feet	*** feet
2.	*** feet	*** feet
3.	*** feet	*** feet
4.	*** feet	*** feet

Takeoff performance is based on the certified alternate forward center of gravity limit.

Maximum takeoff thrust is used for the takeoff.

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver: Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to *** feet

Climbout Maneuver:	Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to *** feet above the departure airport altitude and retracting flaps and landing gear.
Climb:	The Aircraft climbs from *** feet above the departure airport altitude to *** feet altitude at 250 KCAS.
	The Aircraft then accelerates at a rate of climb of *** feet per minute to a climb speed of *** KCAS.
	The climb continues at *** KCAS until ***Mach number is reached.
	The climb continues at ***Mach number to the initial cruise altitude.
	The temperature is standard day during climb.
	Maximum climb thrust is used during climb.
Cruise:	The Aircraft cruises at ***Mach number.
	The initial cruise altitude is ***feet.

	A step climb or multiple step climbs of ***feet altitude may be used when beneficial to minimize fuel burn.
	The temperature is standard day during cruise.
	The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.
Descent:	The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of ***feet above the destination airport altitude.
	Throughout the descent, the cabin pressure will be controlled to a maximum rate of descent equivalent to *** feet per minute ***.
	The temperature is standard day during descent.
Approach and Landing Maneuver:	The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.
	The destination airport altitude is *** feet.
Fixed Allowances:	For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:
	Taxi-Out:
	Fuel *** Pounds
	Takeoff and Climbout Maneuver:
	Fuel *** Pounds Distance *** Nautical Miles
	Approach and Landing Maneuver:
	Fuel *** Pounds
	Taxi-In (shall be consumed from the reserve fuel):
	Fuel *** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: ***Pounds

For information purposes, the reserve fuel is based on a standard day temperature and *** minutes of fuel over the destination.

2.4.3 Mission Block Fuel

The block fuel for a stage length of ***nautical miles in still air (equivalent to a distance of ***nautical miles with a *** knot headwind, representative of a ***to *** route in ***) with a ***pound payload using the conditions and operating rules defined below, shall not be more than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules are the same as Paragraph 2.4.2 except as follows:

Block Fuel: The block fuel is defined as the sum of the fuel used for taxi-out, takeoff and climbout maneuver, climb, cruise, descent, approach and landing maneuver, and taxi-in.

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:

Fuel	*** Pounds

Takeoff and Climbout Maneuver:

Fuel	*** Pounds
Distance	*** Nautical Miles

Approach and Landing Maneuver:

Fuel	*** Pounds

BOEING PROPRIETARY

Taxi-In (shall be consumed from the reserve fuel):

Fuel *** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: ***Pounds

2.4.4 Mission Payload

The payload for a stage length of ***nautical miles in still air (equivalent to a distance of ***nautical miles with a *** knot headwind, representative of a *** to *** route in ***) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules:

Stage Length:	The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.
Takeoff:	The airport altitude is ***feet.
	The airport temperature is ***°F.
	The runway length is ***feet.
	The runway slope is ***percent downhill.
	Takeoff performance is based on the certified alternate forward center of gravity limit.
	Maximum takeoff thrust is used for the takeoff.
	The takeoff gross weight shall conform to FAA Regulations.

BOEING PROPRIETARY

Climbout Maneuver:	Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to *** feet above the departure airport altitude and retracting flaps and landing gear.
Climb:	The Aircraft climbs from ***feet above the departure airport altitude to ***feet altitude at *** KCAS.
	The Aircraft then accelerates at a rate of climb of *** feet per minute to a climb speed of *** KCAS.
	The climb continues at *** KCAS until ***Mach number is reached.
	The climb continues at ***Mach number to the initial cruise altitude.
	The temperature is ISA+***°C during climb.
	Maximum climb thrust is used during climb.
Cruise:	The Aircraft cruises at ***Mach number.
	The initial cruise altitude is ***feet.

A step climb or multiple step climbs of ***feet altitude may be used when beneficial to minimize fuel burn.

The temperature is ISA+***°C during cruise.

The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.

Descent:

The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of ***feet above the destination airport altitude.

Throughout the descent, the cabin pressure will be controlled to a maximum rate of descent equivalent to *** feet per minute ***.

The temperature is ISA+***°C during descent.

Approach and Landing Maneuver:

The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.

The destination airport altitude is *** feet.

Fixed Allowances:

For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:

Fuel	*** Pounds

Takeoff and Climbout Maneuver:

Fuel	*** Pounds
Distance	*** Nautical Miles

Approach and Landing Maneuver:

Fuel	*** Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel	*** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: ***Pounds

For information purposes, the reserve fuel is based on a standard day temperature and *** minutes of fuel over the destination.

2.4.5 Mission Payload

The payload for a stage length of ***nautical miles in still air (equivalent to a distance of ***nautical miles with a *** knot headwind, representative of a *** to *** route in ***) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Takeoff: The airport altitude is *** feet.

The airport temperature is ***°F.

The runway length is ***feet.

The runway slope is ***percent uphill.

The following obstacle definition is based on a straight out departure where obstacle height and distance are specified with reference to the liftoff end of the runway:

	Distance	Height
1.	*** feet	*** feet
2.	*** feet	*** feet
3.	*** feet	*** feet
4.	*** feet	*** feet
5.	*** feet	*** feet
6.	*** feet	*** feet
7.	*** feet	*** feet
8.	*** feet	*** feet
9.	*** feet	*** feet

Takeoff performance is based on the certified alternate forward center of gravity limit.

Maximum takeoff thrust is used for the takeoff.

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver: Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to ***feet above the departure airport altitude and retracting flaps and landing gear.

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Climb:	The Aircraft climbs from ***feet above the departure airport altitude to ***feet altitude at *** KCAS.
	The Aircraft then accelerates at a rate of climb of *** feet per minute to a climb speed of *** KCAS.
	The climb continues at *** KCAS until *** Mach number is reached.
	The climb continues at ***Mach number to the initial cruise altitude.
	The temperature is ISA+***°C during climb.
	Maximum climb thrust is used during climb.
Cruise:	The Aircraft cruises at ***Mach number.
	The initial cruise altitude is ***feet.
	A step climb or multiple step climbs of ***feet altitude may be used when beneficial to minimize fuel burn.
	The temperature is ISA+***°C during cruise.
	The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.
Descent:	The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of ***feet above the destination airport altitude.
	Throughout the descent, the cabin pressure will be controlled to a maximum rate of descent equivalent to *** feet per minute ***.
	The temperature is ISA+***°C during descent.
Approach and Landing Maneuver:	The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.

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	The destination airport altitude is *** feet.
Fixed Allowances:	For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:
	Taxi-Out:
	Fuel *** Pounds
	Takeoff and Climbout Maneuver:
	Fuel *** Pounds Distance *** Nautical Miles
	Approach and Landing Maneuver:
	Fuel *** Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel *** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: ***Pounds

For information purposes, the reserve fuel is based on a standard day temperature and *** minutes of fuel over the destination.

2.4.6 Mission Block Fuel

The block fuel for a stage length of ***nautical miles in still air with a ***pound payload using the conditions and operating rules defined below, shall not be more than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules:

Stage Length:	The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Block Fuel:	The block fuel is defined as the sum of the fuel used for taxi-out, takeoff and climbout maneuver, climb, cruise, descent, approach and landing maneuver, and taxi-in.
Takeoff:	The airport altitude is ***.
	The takeoff gross weight is not limited by the airport conditions.
Climbout Maneuver:	Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to ***feet above the departure airport altitude and retracting flaps and landing gear.
Climb:	The Aircraft climbs from ***feet above the departure airport altitude to ***feet altitude at *** KCAS.
	The Aircraft then accelerates at a rate of climb of *** feet per minute to a climb speed of *** KCAS.
	The climb continues at *** KCAS until ***Mach number is reached.
	The climb continues at ***Mach number to the initial cruise altitude.
	The temperature is standard day during climb.
	Maximum climb thrust is used during climb.
Cruise:	The Aircraft cruises at ***Mach number.
	The initial cruise altitude is ***feet.
	A step climb or multiple step climbs of *** feet altitude may be used when beneficial to minimize fuel burn.
	The temperature is standard day during cruise.
	The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.

Descent:	The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of *** feet above the destination airport altitude.
	Throughout the descent, the cabin pressure is controlled to a maximum rate of descent equivalent to *** feet per minute ***.
	The temperature is standard day during descent.
Approach and Landing Maneuver:	The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.
	The destination airport altitude is *** airport.
Fixed Allowances:	For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:
	Taxi-Out:
	Fuel *** Pounds
	Takeoff and Climbout Maneuver:
	Fuel *** Pounds Distance *** Nautical Miles
	Approach and Landing Maneuver:
	Fuel *** Pounds
	Taxi-In (shall be consumed from the reserve fuel):
	Fuel *** Pounds
	Usable reserve fuel remaining upon completion of the approach and landing maneuver: ***Pounds
	For information purposes, the reserve fuel is based on a standard day temperature and *** minutes of fuel over the destination.

BOEING PROPRIETARY

2.4.7 Operational Empty Weight Basis

The Operational Empty Weight (OEW) derived in Paragraph 2.4.8 is the basis for the mission guarantees of Paragraphs 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, and 2.4.6.

2.4.8 787-10X Weight Summary – United Airlines, Inc. LOPA B879022

	Pounds
Standard Model Specification MEW	***
787B1-***, Rev ***, 787-10X General Description	
Product Development Study—***	
(CC / *** YC) Interior	
GEnx Engines	
*** Lb. Maximum Taxi Weight	
*** USG Fuel Capacity	
Changes for United*	
***	***
***	
***	***

***		
***		
***		***
***		***
***		***
***		***
United Manufacturer's Empty Weight (MEW)		***
Standard and Operational Items Allowance (Paragraph 2.4.9)		***
United Operational Empty Weight (OEW)		***

	Quantity	Pounds	Pounds
***			***
***	***	***	
***	***	***	
***	***	***	
***	***	***	
***	***	***	

2.4.9 Standard and Operational Items Allowance

	Quantity	Pounds	Pounds	Pounds
Standard Items Allowance				***
Unusable Fuel			***	
Oil			***	
Oxygen Equipment			***	
Portable Oxygen Bottles	***	***		
Portable Oxygen (Constant Flow)	***	***		
Miscellaneous Equipment			***	
First Aid Kits	***	***		
Crash Axe	***	***		
Megaphones	***	***		
Flashlights @ C/A Sta.	***	***		
Smoke Goggles	***	***		
PBE—Flight Deck	***	***		
PBE	***	***		
Demo Kits	***	***		
Seat Belt Extension	***	***		
Galley Structure & Fixed Inserts (*** cu ft @ *** lb/cu ft)			***	
Operational Items Allowance				***
Crew and Crew Baggage			***	
Flight Crew & Bags (*** @ *** lb. ea.)	***	***		
Cabin Crew & Bags (*** @ *** lb. ea.)	***	***		
Flight Crew Briefcase (*** @ *** lb. ea.)	***	***		
Cockpit Manuals (***@ ***lb. ea.)	***	***		
Catering Allowance & Removable Inserts			***	
Business Class	***	***		
Premium Economy Class	***	***		
Economy Class	***	***		
Passenger Service Equipment (*** @ *** lb. ea. & *** @ *** lb. ea.)			***	
Potable Water —(270 USG)			***	
Waste Tank Disinfectant			***	
Emergency Equipment (Includes Over Water Equip.)			***	
Slide Rafts: Main Entry	***	***		
Life Vests	***	***		
Locator Transmitter	***	***		
Cargo System			***	
Containers (*** @ ***lb ea.)		***		
Total Standard and Operational Items Allowance				***

2.4.10 United Airlines LOPA 787-10X ***

***

3 AIRCRAFT CONFIGURATION

3.1 The guarantees contained in this Attachment are based on the Aircraft configuration as defined in Boeing Document ***, plus any changes mutually agreed to or otherwise allowed by the Purchase Agreement to be incorporated into the original release of the Customer's Detail Specification (hereinafter referred to as the Detail Specification). Appropriate adjustment shall be made for changes in such Detail Specification approved by the Customer and Boeing or otherwise allowed by the Purchase Agreement which cause changes to the flight performance and/or weight and balance of the Aircraft. Such adjustment shall be accounted for by Boeing in its evidence of compliance with the guarantees.

3.2 The guarantee payloads of Paragraph 2.4.1, 2.4.2, 2.4.4, and 2.4.5 and the specified payloads of Paragraph 2.4.3 and 2.4.6 block fuel guarantees will be adjusted by Boeing for the effect of the following on OEW in its evidence of compliance with the guarantees:

(1) Changes to the Detail Specification or any other changes mutually agreed upon between the Customer and Boeing or otherwise allowed by the Purchase Agreement.

(2) The difference between the seat weight allowances to be incorporated into the Detail Specification and the actual weights.

4 GUARANTEE CONDITIONS

4.1 All guaranteed performance data are based on the International Standard Atmosphere (ISA) and specified variations therefrom; altitudes are pressure altitudes.

4.2 The Federal Aviation Administration (FAA) regulations referred to in this Attachment are, unless otherwise specified, Code of Federal Regulations 14, Part 25 amended by Amendments 25-1 through 25-117, plus 25-128 except as noted in FAA Issue Paper G-1, subject to the approval of the Federal Aviation Administration.

4.3 In the event a change is made to any law, governmental regulation or requirement, or in the interpretation of any such law, governmental regulation or requirement that affects the certification

basis for the Aircraft as described in Paragraph 3.2, and as a result thereof, a change is made to the configuration and/or the performance of the Aircraft in order to obtain certification, the guarantees set forth in this Attachment shall be appropriately modified to reflect any such change.

4.4 The takeoff and landing guarantees, and the takeoff portion of the mission guarantees are based on hard surface, level and dry runways with no wind or obstacles, no clearway or stopway, *** mph tires, with anti-skid operative unless otherwise specified. The takeoff performance is based on an alternate forward center of gravity limit at *** percent of the mean aerodynamic chord unless otherwise specified. Engine-inoperative takeoff thrust is limited to *** minutes unless otherwise stated. The takeoff performance is based on engine power extraction for normal operation of the air conditioning with thermal anti-icing turned off and *** unless otherwise specified. Unbalanced field length calculations and the improved climb performance procedure will be used for takeoff as required. The landing performance is based on the use of automatic spoilers.

4.5 The cruise range guarantee and the climb, cruise and descent portions of the mission guarantees include allowances for normal power extraction and engine bleed for normal operation of the air conditioning system. Normal operation of the air conditioning system shall be defined as pack switches in the “Auto” position, the temperature control switches in the “Auto” position that results in a nominal cabin temperature of ***°F, and all air conditioning systems operating normally. No engine bleed for thermal anti-icing is provided unless otherwise specified. ***unless otherwise specified.

4.6 The cruise range guarantee and the climb, cruise and descent portions of the mission guarantees are based on an Aircraft center of gravity location, as determined by Boeing, not to be aft of *** percent of the mean aerodynamic chord.

4.7 Performance, where applicable, is based on a fuel Lower Heating Value (LHV) of ***BTU per pound and a fuel density of ***pounds per U.S. gallon.

5 GUARANTEE COMPLIANCE

5.1 Compliance with the guarantees of Sections 2 and 3 shall be based on the conditions specified in those sections, the Aircraft configuration of Section 3 and the guarantee conditions of Section 4.

5.2 Compliance with the takeoff and landing guarantees, the takeoff portion of the mission guarantee, and the community sound level guarantees shall be based on the FAA approved Airplane Flight Manual for the Model 787-10X.

5.3 Compliance with the takeoff guarantee and the takeoff portion of the mission guarantee shall be shown using an alternate forward center of gravity limit of *** percent of the mean aerodynamic chord.

5.4 Compliance with the cruise range guarantee and the climb, cruise and descent portions of the mission guarantees shall be established by calculations based on flight test data obtained from an aircraft in a configuration similar to that defined by the Detail Specification.

5.5 The OEW used for compliance with the mission guarantees shall be the actual MEW plus the Standard and Operational Items Allowance in Paragraph ***of the Detail Specification.

5.6 In order to comply with the mission payload guarantees of paragraphs 2.4.1, 2.4.2, 2.4.4 and 2.4.5, Boeing may elect to increase the Maximum Takeoff Weight from ***pounds up to as much as ***pounds. Any such increase in Maximum Takeoff Weight would be an exclusive remedy for this purpose and would be in lieu of all other rights, remedies and claims Customer may have associated with the mission payload guarantees.

5.7 The data derived from tests shall be adjusted as required by conventional methods of correction, interpolation or extrapolation in accordance with

established engineering practices to show compliance with these guarantees.

5.8 Compliance shall be based on the performance of the airframe and engines in combination, and shall not be contingent on the engine meeting its manufacturer's performance specification.

6 EXCLUSIVE GUARANTEES

The only performance guarantees applicable to the Aircraft are those set forth in this Attachment.

MODEL 787-10X PERFORMANCE GUARANTEES

FOR UNITED AIRLINES, INC.

SECTION	CONTENTS	
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2	**FLIGHT PERFORMANCE**	2
3	**AIRCRAFT CONFIGURATION**	21
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1 AIRCRAFT MODEL APPLICABILITY

The guarantees contained in this Attachment (the "Performance Guarantees") are applicable to the 787-10X Aircraft with a maximum takeoff weight of *** pounds, a maximum landing weight of ***pounds, and a maximum zero fuel weight of ***pounds, and equipped with Boeing furnished Trent 1000-***engines.

2 FLIGHT PERFORMANCE

2.1 Takeoff

2.1.1 The FAA approved takeoff field length at a gross weight at the start of the ground roll of ***pounds, at a temperature of ***°F, at a *** altitude, based on the certified alternate forward center of gravity limit, and using maximum takeoff thrust, shall not be more than the following guarantee value:

NOMINAL:	*** Feet
TOLERANCE:	*** Feet
GUARANTEE:	*** Feet

2.1.2 The FAA approved takeoff gross weight at the start of ground roll, at a temperature of ***°F, at an altitude of *** feet, from a ***foot runway, and satisfying the conditions defined below, based on the certified alternate forward center of gravity limit, and using maximum takeoff thrust, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions:

The following obstacle definition is based on a straight-out departure where obstacle height and distance are specified with reference to the liftoff end of the runway:

	Distance	Height
1.	*** feet	*** feet
2.	*** feet	*** feet
3.	*** feet	*** feet
4.	*** feet	*** feet

2.2 Landing

The FAA approved landing field length at a gross weight of ***pounds and at a ***altitude, shall not be more than the following guarantee value:

NOMINAL:	*** Feet
TOLERANCE:	*** Feet
GUARANTEE:	*** Feet

2.3 Cruise Range

The still air range at an initial cruise altitude of ***feet on a standard day at ***Mach number, starting at a gross weight of ***pounds and consuming ***pounds of fuel, and using not more than maximum cruise thrust (except maximum climb thrust may be used during a step climb) and using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Nautical Miles
TOLERANCE:	*** Nautical Miles
GUARANTEE:	*** Nautical Miles

Conditions and operating rules:

A step climb or multiple step climbs of ***feet altitude may be used when beneficial to minimize fuel burn.

2.4 Mission

2.4.1 Mission Payload

The payload for a stage length of ***nautical miles in still air (equivalent to a distance of ***nautical miles with a *** knot headwind, representative of a ***to ***route in ***) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Takeoff: The airport altitude is *** feet.

The airport temperature is ***°F.

The runway length is ***feet.

The following obstacle definition is based on a straight out departure where obstacle height and distance are specified with reference to the liftoff end of the runway:

	Distance	Height
1.	*** feet	*** feet
2.	*** feet	*** feet
3.	*** feet	*** feet
4.	*** feet	*** feet

	Takeoff performance is based on the certified alternate forward center of gravity limit.
	Maximum takeoff thrust is used for the takeoff.
	The takeoff gross weight shall conform to FAA Regulations.
Climbout Maneuver:	Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to ***feet above the departure airport altitude and retracting flaps and landing gear.
Climb:	The Aircraft climbs from ***feet above the departure airport altitude to ***feet altitude at *** KCAS.
	The Aircraft then accelerates at a rate of climb of *** feet per minute to a climb speed of *** KCAS.
	The climb continues at *** KCAS until ***Mach number is reached.

	The climb continues at ***Mach number to the initial cruise altitude.
	The temperature is ISA+***°C during climb.
	Maximum climb thrust is used during climb.
Cruise:	The Aircraft cruises at ***Mach number.
	The initial cruise altitude is *** feet.
	A step climb or multiple step climbs of ***feet altitude may be used when beneficial to minimize fuel burn.
	The temperature is ISA+***°C during cruise.
	The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.
Descent:	The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of ***feet above the destination airport altitude.
	Throughout the descent, the cabin pressure will be controlled to a maximum rate of descent equivalent to *** feet per minute ***.
	The temperature is ISA+***°C during descent.
Approach and Landing Maneuver:	The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.
	The destination airport altitude is *** feet.
Fixed Allowances:	For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:

Fuel *** Pounds

Takeoff and Climbout Maneuver:

Fuel *** Pounds
Distance *** Nautical Miles

Approach and Landing Maneuver:

Fuel *** Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel *** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: *** Pounds

For information purposes, the reserve fuel is based on a standard day temperature and *** minutes of fuel over the destination.

2.4.2 Mission Payload

The payload for a stage length of ***nautical miles in still air (equivalent to a distance of ***nautical miles with a *** knot headwind, representative of a *** to *** route in ***) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Takeoff: The airport altitude is *** feet.

The airport temperature is ***°F.

The runway length is ***feet.

The following obstacle definition is based on a straight out departure where obstacle height and distance are specified with reference to the liftoff end of the runway:

	Distance	Height
1.	*** feet	*** feet
2.	*** feet	*** feet
3.	*** feet	*** feet
4.	*** feet	*** feet

Takeoff performance is based on the certified alternate forward center of gravity limit.

Maximum takeoff thrust is used for the takeoff.

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver: Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to ***feet above the departure airport altitude and retracting flaps and landing gear.

Climb: The Aircraft climbs from ***feet above the departure airport altitude to ***feet altitude at *** KCAS.

The Aircraft then accelerates at a rate of climb of *** feet per minute to a climb speed of *** KCAS.

The climb continues at *** KCAS until ***Mach number is reached.

The climb continues at ***Mach number to the initial cruise altitude.

The temperature is standard day during climb.

Maximum climb thrust is used during climb.

Cruise: The Aircraft cruises at ***Mach number.

The initial cruise altitude is ***feet.

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A step climb or multiple step climbs of ***feet altitude may be used when beneficial to minimize fuel burn.

The temperature is standard day during cruise.

The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.

Descent: The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of ***feet above the destination airport altitude.

Throughout the descent, the cabin pressure will be controlled to a maximum rate of descent equivalent to *** feet per minute ***.

The temperature is standard day during descent.

Approach and Landing Maneuver: The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.

The destination airport altitude is ***feet.

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:

Fuel *** Pounds

Takeoff and Climbout Maneuver:

Fuel *** Pounds
Distance *** Nautical Miles

Approach and Landing Maneuver:

Fuel ***Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel *** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: ***Pounds

For information purposes, the reserve fuel is based on a standard day temperature and *** minutes of fuel over the destination.

2.4.3 Mission Block Fuel

The block fuel for a stage length of ***nautical miles in still air (equivalent to a distance of ***nautical miles with a *** knot headwind, representative of a ***to *** route in ***) with a ***pound payload using the conditions and operating rules defined below, shall not be more than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules are the same as Paragraph 2.4.2 except as follows:

Block Fuel: The block fuel is defined as the sum of the fuel used for taxi-out, takeoff and climbout maneuver, climb, cruise, descent, approach and landing maneuver, and taxi-in.

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:

Fuel *** Pounds

Takeoff and Climbout Maneuver:

Fuel *** Pounds
Distance *** Nautical Miles

Approach and Landing Maneuver:

Fuel *** Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel *** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: ***Pounds

2.4.4 Mission Payload

The payload for a stage length of ***nautical miles in still air (equivalent to a distance of ***nautical miles with a *** knot headwind, representative of a *** to *** route in ***) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules:

Stage Length:	The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.
Takeoff:	The airport altitude is ***feet.
	The airport temperature is ***°F.
	The runway length is ***feet.
	The runway slope is ***percent downhill.
	Takeoff performance is based on the certified alternate forward center of gravity limit.
	Maximum takeoff thrust is used for the takeoff.
	The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver:	Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to ***feet above the departure airport altitude and retracting flaps and landing gear.
Climb:	The Aircraft climbs from ***feet above the departure airport altitude to ***feet altitude at *** KCAS.
	The Aircraft then accelerates at a rate of climb of *** feet per minute to a climb speed of ***KCAS.
	The climb continues at *** KCAS until ***Mach number is reached.
	The climb continues at ***Mach number to the initial cruise altitude.
	The temperature is ISA+***°C during climb.
	Maximum climb thrust is used during climb.
Cruise:	The Aircraft cruises at ***Mach number.
	The initial cruise altitude is ***feet.
	A step climb or multiple step climbs of ***feet altitude may be used when beneficial to minimize fuel burn.
	The temperature is ISA+***°C during cruise.
	The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.
Descent:	The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of ***feet above the destination airport altitude.
	Throughout the descent, the cabin pressure will be controlled to a maximum rate of descent equivalent to *** feet per minute ***.
	The temperature is ISA+***°C during descent.

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Approach and Landing Maneuver:	The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.
	The destination airport altitude is ***feet.
Fixed Allowances:	For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:
	Taxi-Out:
	Fuel *** Pounds
	Takeoff and Climbout Maneuver:
	Fuel *** Pounds
	Distance *** Nautical Miles
	Approach and Landing Maneuver:

Approach and Landing Maneuver:

Fuel *** Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel *** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver: ***Pounds

For information purposes, the reserve fuel is based on a standard day temperature and *** minutes of fuel over the destination.

2.4.5 Mission Payload

The payload for a stage length of ***nautical miles in still air (equivalent to a distance of ***nautical miles with a *** knot headwind, representative of a *** to *** route in ***) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Takeoff: The airport altitude is *** feet.

The airport temperature is ***°F.

The runway length is ***feet.

The runway slope is ***percent uphill.

The following obstacle definition is based on a straight out departure where obstacle height and distance are specified with reference to the liftoff end of the runway:

	Distance	Height
1.	*** feet	*** feet
2.	*** feet	*** feet
3.	*** feet	*** feet
4.	*** feet	*** feet
5.	*** feet	*** feet
6.	*** feet	*** feet
7.	*** feet	*** feet
8.	*** feet	*** feet
9.	*** feet	*** feet

Takeoff performance is based on the certified alternate forward center of gravity limit.

Maximum takeoff thrust is used for the takeoff.

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver: Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to ***feet above the departure airport altitude and retracting flaps and landing gear.

Climb:	The Aircraft climbs from ***feet above the departure airport altitude to ***feet altitude at *** KCAS.
	The Aircraft then accelerates at a rate of climb of *** feet per minute to a climb speed of ***KCAS.
	The climb continues at *** KCAS until ***Mach number is reached.
	The climb continues at ***Mach number to the initial cruise altitude.
	The temperature is ISA+***°C during climb.
	Maximum climb thrust is used during climb.
Cruise:	The Aircraft cruises at ***Mach number.
	The initial cruise altitude is ***feet.
	A step climb or multiple step climbs of ***feet altitude may be used when beneficial to minimize fuel burn.
	The temperature is ISA+***°C during cruise.
	The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.
Descent:	The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of ***feet above the destination airport altitude.
	Throughout the descent, the cabin pressure will be controlled to a maximum rate of descent equivalent to *** feet per minute ***.
	The temperature is ISA+***°C during descent.
Approach and Landing Maneuver:	The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.

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The destination airport altitude is *** feet.

Fixed Allowances:

For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:

Fuel *** Pounds

Takeoff and Climbout Maneuver:

Fuel *** Pounds
Distance *** Nautical Miles

Approach and Landing Maneuver:

Fuel *** Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel *** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver:

***Pounds

For information purposes, the reserve fuel is based on a standard day temperature and ***minutes of fuel over the destination.

2.4.6 Mission Block Fuel

The block fuel for a stage length of ***nautical miles in still air with a ***pound payload using the conditions and operating rules defined below, shall not be more than the following guarantee value:

NOMINAL:	*** Pounds
TOLERANCE:	*** Pounds
GUARANTEE:	*** Pounds

Conditions and operating rules:

Stage Length:

The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Block Fuel:

The block fuel is defined as the sum of the fuel used for taxi-out, takeoff and climbout maneuver, climb, cruise, descent, approach and landing maneuver, and taxi-in.

Takeoff:

The airport altitude is ***.

The takeoff gross weight is not limited by the airport conditions.

Climbout Maneuver:

Following the takeoff to *** feet, the Aircraft accelerates to *** KCAS while climbing to ***feet above the departure airport altitude and retracting flaps and landing gear.

Climb:

The Aircraft climbs from ***feet above the departure airport altitude to ***feet altitude at *** KCAS.

The Aircraft then accelerates at a rate of climb of *** feet per minute to a climb speed of *** KCAS.

The climb continues at *** KCAS until ***Mach number is reached.

The climb continues at ***Mach number to the initial cruise altitude.

The temperature is standard day during climb.

Maximum climb thrust is used during climb.

Cruise:

The Aircraft cruises at ***Mach number.

The initial cruise altitude is ***feet.

A step climb or multiple step climbs of ***feet altitude may be used when beneficial to minimize fuel burn.

The temperature is standard day during cruise.

The cruise thrust is not to exceed maximum cruise thrust except during a step climb when maximum climb thrust may be used.

Descent:

The Aircraft descends from the final cruise altitude at *** KCAS to an altitude of ***feet above the destination airport altitude.

Throughout the descent, the cabin pressure is controlled to a maximum rate of descent equivalent to *** feet per minute ***.

The temperature is standard day during descent.

Approach and Landing Maneuver:

The Aircraft decelerates to the final approach speed while extending landing gear and flaps, then descends and lands.

The destination airport altitude is a ***airport.

Fixed Allowances:

For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:

Fuel	*** Pounds

Takeoff and Climbout Maneuver:

Fuel	*** Pounds
Distance	*** Nautical Miles

Approach and Landing Maneuver:

Fuel	*** Pounds

Taxi-In (shall be consumed from the reserve fuel):

Fuel	*** Pounds

Usable reserve fuel remaining upon completion of the approach and landing maneuver:

***Pounds

For information purposes, the reserve fuel is based on a standard day temperature and *** minutes of fuel over the destination.

2.4.7 Operational Empty Weight Basis

The Operational Empty Weight (OEW) derived in Paragraph 2.4.8 is the basis for the mission guarantees of Paragraphs 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, and 2.4.6.

2.4.8 787-10X Weight Summary – United Airlines, Inc. LOPA ***

	Pounds
Standard Model Specification MEW	***
787B1-***, Rev ***, 787-10X General Description	
Product Development Study - ***	
(CC / *** YC) Interior	
Trent 1000 Engines	
*** Lb. Maximum Taxi Weight	
*** USG Fuel Capacity	
Changes for United*	
***	***
***	
***	***
***	
***	***
***	***
***	***
***	***
United Manufacturer's Empty Weight (MEW)	***
Standard and Operational Items Allowance (Paragraph 2.4.9)	***
United Operational Empty Weight (OEW)	***

	Quantity	Pounds	Pounds
***			***
***	***	***	
***	***	***	
***	***	***	
***	***	***	
***	***	***	

2.4.9 Standard and Operational Items Allowance

	Quantity	Pounds	Pounds	Pounds
Standard Items Allowance				***
Unusable Fuel			***	
Oil			***	
Oxygen Equipment			***	
Portable Oxygen Bottles	***	***		
Portable Oxygen (Constant Flow)	***	***		
Miscellaneous Equipment			***	
First Aid Kits	***	***		
Crash Axe	***	***		
Megaphones	***	***		
Flashlights @ C/A Stn	***	***		

Flashlights @ C/A Sta.				
Smoke Goggles	***	***		
PBE—Flight Deck	***	***		
PBE	***	***		
Demo Kits	***	***		
Seat Belt Extension	***	***		
Galley Structure & Fixed Inserts (***cu ft @ ***lb/cu ft)			***	
Operational Items Allowance				***
Crew and Crew Baggage			***	
Flight Crew & Bags (***@ *** lb. ea.)	***	***		
Cabin Crew & Bags (*** @ *** lb. ea.)	***	***		
Flight Crew Briefcase (*** @ ***lb. ea.)	***	***		
Cockpit Manuals (*** @ *** lb. ea.)	***	***		
Catering Allowance & Removable Inserts			***	
Business Class	***	***		
Premium Economy Class	***	***		
Economy Class	***	***		
Passenger Service Equipment (*** @ *** lb. ea. & *** @ *** lb. ea.)			***	
Potable Water —(270 USG)			***	
Waste Tank Disinfectant			***	
Emergency Equipment (Includes Over Water Equip.)			***	
Slide Rafts: Main Entry	***	***		
Life Vests	***	***		
Locator Transmitter	***	***		
Cargo System			***	
Containers (*** @ ***lb ea.)		***		
Total Standard and Operational Items Allowance				***

2.4.10 United Airlines, Inc. LOPA 787-10X ***

***

3 AIRCRAFT CONFIGURATION

3.1 The guarantees contained in this Attachment are based on the Aircraft configuration as defined in Boeing Document ***, ***, plus any changes mutually agreed to or otherwise allowed by the Purchase Agreement to be incorporated into the original release of the Customer's Detail Specification (hereinafter referred to as the Detail Specification). Appropriate adjustment shall be made for changes in such Detail Specification approved by the Customer and Boeing or otherwise allowed by the Purchase Agreement which cause changes to the flight performance and/or weight and balance of the Aircraft. Such adjustment shall be accounted for by Boeing in its evidence of compliance with the guarantees.

3.2 The guarantee payloads of Paragraph 2.4.1, 2.4.2, 2.4.4, and 2.4.5 and the specified payloads of Paragraph 2.4.3 and 2.4.6 block fuel guarantees will be adjusted by Boeing for the effect of the following on OEW in its evidence of compliance with the guarantees:

(1) Changes to the Detail Specification or any other changes mutually agreed upon between the Customer and Boeing or otherwise allowed by the Purchase Agreement.

(2) The difference between the seat weight allowances to be incorporated into the Detail Specification and the actual weights.

4 GUARANTEE CONDITIONS

4.1 All guaranteed performance data are based on the International Standard Atmosphere (ISA) and specified variations therefrom; altitudes are pressure altitudes.

4.2 The Federal Aviation Administration (FAA) regulations referred to in this Attachment are, unless otherwise specified, Code of Federal Regulations 14, Part 25 amended by Amendments 25-1 through 25-117, plus 25-128 except as noted in FAA Issue Paper G-1, subject to the approval of the Federal Aviation Administration.

4.3 In the event a change is made to any law, governmental regulation or requirement, or in the interpretation of any such law, governmental regulation or requirement that affects the certification

basis for the Aircraft as described in Paragraph 3.2, and as a result thereof, a change is made to the configuration and/or the performance of the Aircraft in order to obtain certification, the guarantees set forth in this Attachment shall be appropriately modified to reflect any such change.

4.4 The takeoff and landing guarantees, and the takeoff portion of the mission guarantees are based on hard surface, level and dry runways with no wind or obstacles, no clearway or stopway, *** mph tires, with anti-skid operative unless otherwise specified. The takeoff performance is based on an alternate forward center of gravity limit at *** percent of the mean aerodynamic chord unless otherwise specified. Engine-inoperative takeoff thrust is limited to five minutes unless otherwise stated. The takeoff performance is based on engine power extraction for normal operation of the air conditioning with thermal anti-icing turned off and *** unless otherwise specified. Unbalanced field length calculations and the improved climb performance procedure will be used for takeoff as required. The landing performance is based on the use of automatic spoilers.

4.5 The cruise range guarantee and the climb, cruise and descent portions of the mission guarantees include allowances for normal power extraction and engine bleed for normal operation of the air conditioning system. Normal operation of the air conditioning system shall be defined as pack switches in the "Auto" position, the temperature control switches in the "Auto" position that results in a nominal cabin temperature of ***°F, and all air conditioning systems operating normally. No engine bleed for thermal anti-icing is provided unless otherwise specified. The *** unless otherwise specified.

4.6 The cruise range guarantee and the climb, cruise and descent portions of the mission guarantees are based on an Aircraft center of gravity location, as determined by Boeing, not to be aft of 28 percent of the mean aerodynamic chord.

4.7 Performance, where applicable, is based on a fuel Lower Heating Value (LHV) of ***BTU per pound and a fuel density of ***pounds per U.S. gallon.

5 GUARANTEE COMPLIANCE

5.1 Compliance with the guarantees of Sections 2 and 3 shall be based on the conditions specified in those sections, the Aircraft configuration of Section 3 and the guarantee conditions of Section 4.

5.2 Compliance with the takeoff and landing guarantees, the takeoff portion of the mission guarantee, and the community sound level guarantees shall be based on the FAA approved Airplane Flight Manual for the Model 787-10X.

5.3 Compliance with the takeoff guarantee and the takeoff portion of the mission guarantee shall be shown using an alternate forward center of gravity limit of 20 percent of the mean aerodynamic chord.

5.4 Compliance with the cruise range guarantee and the climb, cruise and descent portions of the mission guarantees shall be established by calculations based on flight test data obtained from an aircraft in a configuration similar to that defined by the Detail Specification.

5.5 The OEW used for compliance with the mission guarantees shall be the actual MEW plus the Standard and Operational Items Allowance in Paragraph ***of the Detail Specification.

5.6 in order to comply with the mission payload guarantees of paragraphs 2.4.1, 2.4.2, 2.4.4 and 2.4.5, Boeing may elect to increase the Maximum Takeoff Weight from ***pounds up to as much as ***pounds. Any such increase in Maximum Takeoff Weight would be an exclusive remedy for this purpose and would be in lieu of all other rights, remedies and claims Customer may have associated with the mission payload guarantees.

5.7 The data derived from tests shall be adjusted as required by conventional methods of correction, interpolation or extrapolation in accordance with established engineering practices to show compliance with these guarantees.

5.8 Compliance shall be based on the performance of the airframe and engines in combination, and shall not be contingent on the engine meeting its manufacturer's performance specification.

6 EXCLUSIVE GUARANTEES

The only performance guarantees applicable to the Aircraft are those set forth in this Attachment.

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-01373

United Airlines, Inc.
233 South Wacker Drive
Chicago, IL 60606

Subject: 787-10 Open Configuration and Other Matters

Reference: Purchase Agreement No. 3860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used and not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. 787-10 Aircraft Configuration.

1.1 Initial Configuration. The initial configuration of Customer's Model 787-10 Aircraft (**787-10 Aircraft**) has been defined by 787 ***, as amended by ***, which reflects the Boeing baseline Model 787-10 as described in Article 1, Table 1 and Exhibit A of the Purchase Agreement. Given the long period of time between Purchase Agreement signing and delivery of the first 787-10 Aircraft, the final configuration of the Customer's Aircraft has not yet been defined.

1.2 Final Configuration Schedule. Customer and Boeing hereby agree to complete the configuration of the 787-10 Aircraft using the then current Model 787 *** and selections from the then current 787 *** (Final Configuration) in accordance with the following schedule:

1.2.1 Subject to the provisions of Article 1.2.2, below, Final Configuration shall be completed no later than *** months prior to delivery of the first 787-10 Aircraft. If Customer's 787-10 Aircraft is required for 787-10 ***, the schedule for completion of the Final Configuration shall be ***.

1.2.2 If Customer wishes to include installation of Customer's *** in the configuration of the 787-10 Aircraft, Customer shall give written notice to Boeing no later than *** prior to delivery of the first 787-10 Aircraft, and final configuration of Customer's *** shall be completed no later than *** prior to delivery of the first 787-10 Aircraft.

2. Amendment of the Purchase Agreement.

2.1 Within thirty (30) days following Final Configuration Boeing and Customer will execute a written amendment to the Purchase Agreement which will reflect the following:

2.2 Changes applicable to the basic Model 787 aircraft which are developed by Boeing between the date of signing of the Purchase Agreement and date of Final Configuration (**Baseline Changes**);

2.3 Incorporation into Exhibit A of the Purchase Agreement of those Optional Features which have been agreed to by Customer and Boeing (**Customer Configuration Changes**)

2.4 Revisions to the Performance Guarantees to reflect the effects, if any, on 787-10 Aircraft performance of the incorporation of the Customer Configuration Changes;

2.5 Changes to the Optional Features Prices, Aircraft Basic Price and the Advance Payment Base Price of the 787-10 Aircraft to adjust for

(i) the difference, if any, between the *** included in the Aircraft Basic Price for lavatories, galleys, partitions and closets (**Interior Items**) and the actual prices of the Interior Items (quantity, design and supplier) reflected in the Customer Configuration Changes; and

(ii) the difference, between the estimated amount of *** for Optional Features reflected in the Aircraft Basic Price and the actual prices of the Optional Features reflected in the Customer Configuration Changes; and

2.6 Changes to the Advance Payment Base Price of the 787-10 Aircraft to adjust for the difference between the estimated amount of *** for In-Flight Entertainment (IFE) and the actual price of the IFE reflected in the Customer Configuration Changes.

3. Delivery Flexibility.

3.1 Boeing reserves the right to *** each of the Model 787-10 Aircraft listed in Table 1 to the Purchase Agreement *** with written notice to Customer no less than *** prior to the ***. Such notice provided by Boeing will constitute an amendment to the Table 1 of the Purchase Agreement. The amended Table 1 shall be the *** for the purposes of applying all provisions of the Purchase Agreement, including without limitation the BFE on-dock dates, and the calculation of Escalation Adjustment.

3.2 In addition to the terms defined in paragraph 3.1, for *** 787-10 Aircraft ***, Boeing reserves the right to ***.

4. 787-10 Certification.

Flight Test Aircraft. In the event Boeing has not ***, then Customer and Boeing will discuss the terms on which Boeing will use *** to support the development*** and certification of the 787-10 aircraft, with the objective of *** after such discussions commence. In the event Customer and Boeing do not *** in accordance with the above schedule, then Boeing *** Table 1 to the Purchase Agreement to ***.

5. Other Letter Agreements.

Boeing and Customer acknowledge that as the definition of the 787-10 Aircraft progresses, there may be a need to execute or amend additional letter agreements addressing one or more of the following:

Buyer Furnished Equipment (**BFE**). Provisions relating to the terms under which Boeing may offer and install Customer's BFE in the 787-10 Aircraft; and

IFE, Cabin Communications Systems, and/or Connectivity Systems (collectively referred to as Cabin Systems Equipment or CSE). Provisions relating to the terms under which Boeing may offer and install CSE in the 787-10 Aircraft.

Insurance. Appendix I to the AGTA will be revised to reflect insurance requirements applicable to all aircraft models currently operated by or on order by Customer.

6 .***.

The rights and obligations described in this Letter Agreement are provided in consideration of Customer taking delivery of the respective 787-10 Aircraft and becoming the operator of such 787-10 Aircraft. This Agreement ***, by one party *** the other party; provided that a party *** such party *** of such party.

BOEING

7. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Without obtaining the prior written consent of the other parties and except as required by law, each party will limit the disclosure of its contents to its employees who have a need to know for purposes of helping such party perform its obligations under the Purchase Agreement and who will treat the information as confidential.

[The rest of this page is intentionally left blank. Signature page follows]



Very truly yours,

THE BOEING COMPANY

By ***
Its Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: June 17, 2013

UNITED AIRLINES, INC.

By /s/ Gerald Laderman
Its Senior Vice President – Finance and Treasurer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1301375

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Provisions Relating to Customer's *** for 787-10 Aircaft

Reference: Purchase Agreement No. 3860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 787aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used and not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

Subject to the terms, provisions, and conditions described herein, Boeing *** to Customer *** 787-10 Aircraft (**787-10 Aircraft**), as of the effective date (**Effective Date**) of the ***

1. Customer's ***

Boeing *** Customer, *** as described in paragraph 3 below, *** The Effective Date of such *** shall be the date that *** to Customer, unless otherwise mutually agreed to. *** for the applicable 787-10 Aircraft is *** not later than *** after receipt of Customer's ***

2. ***.

At the time of delivery of each 787-10 Aircraft, or *** after delivery of a 787-10 Aircraft, *** Customer. Such *** shall be ***identifying the 787-10 Aircraft Manufacturer's Serial Number (**MSN**), the delivery date and the Effective Date of ***. The *** shall also indicate ***Customer may ***subsequent to the Effective Date. If Customer ***, then Customer shall *** as outlined in paragraph 3 below.

3. ***.

*** in accordance with either the *** set forth below, at Customer's option.

3.1. *** 787-10 Aircraft.

If Customer elects to ***, then Customer shall ***

BOEING / UNITED AIRLINES, INC. PROPRIETARY

4 ***

5. ***

6. ***

7. Confidential Treatment.

Boeing and Customer understand that certain information contained in this Letter Agreement, including any attachments hereto, is considered by both parties to be confidential. Boeing and Customer agree that each party will treat this Letter Agreement and the information contained herein as confidential and will not, without the other party's prior written consent, disclose this Letter Agreement or any information contained herein to any other person or entity except as may be required by applicable law or governmental regulations.

Very truly yours,

THE BOEING COMPANY

By ***
Its Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: June 17, 2013

UNITED AIRLINES, INC.

By /s/ Gerald Laderman
Its Senior Vice President – Finance and Treasurer

Attachment A to
Letter Agreement UAL-PA-03860-LA-1301375

Date: _____

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 6060

Attention: ***

Reference: Letter Agreement UAL-PA-03860-LA-1301375 to Boeing/UAL Purchase Agreement 3860

Transmitted by email

***

Very truly yours,
THE BOEING COMPANY

By: _____
Its: _____

***

***	***
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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1301377

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: 787-10 ***

Reference: Purchase Agreement No. PA 3860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc (**Customer**). relating to Model 787-10 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used and not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. Definitions.

*** **Notice** means the written communication provided by Boeing to Customer in accordance with the requirements of Article 4.1, below.

*** will have the meaning specified in Letter Agreement Number ***

Program Aircraft means each 787-10 Aircraft specified in Table 1 of the Purchase Agreement as of the date of this Letter Agreement, any 787-10 Option Aircraft for which Customer has exercised its option exercise rights, and the *** scheduled to deliver in *** if they are *** to 787-10 Aircraft.

2. Applicability.

Notwithstanding any other provision of the Purchase Agreement to the contrary, the parties agree that the *** for the Airframe Price and Optional Features Prices for each Program Aircraft shall be determined in accordance with this Letter Agreement.

3. *** Forecast.

Boeing will release an *** forecast in *** of each year based on Boeing's then current standard ***. Only one *** forecast shall be used to conduct the *** analysis performed in accordance with Article 4.1, below, for a given Program Aircraft. The *** forecast applicable to a given Program Aircraft is set forth in Attachment A.

4. ***

5. ***

6. ***

BOEING PROPRIETARY

7. ***

8. Assignment.

*** the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part,

9. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.

[The rest of this page is intentionally left blank. Signature page follows]

BOEING / UNITED AIRLINES, INC. PROPRIETARY



Very truly yours,

THE BOEING COMPANY

By ***
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 17, 2013

UNITED AIRLINES, INC.

By /s/ Gerald Laderman
Its Senior Vice President – Finance and Treasurer



ATTACHMENT A
***** Forecast & *** Notice Date**

*** Forecast ***	Applicable to Program Aircraft Delivering in Time Period ***	*** Notice Date ***

BOEING PROPRIETARY

ATTACHMENT B
***

***

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1301380

United Continental Holdings, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: 787-10 Launch Approval

References:
a) Supplemental Agreement No 1 to Purchase Agreement No. 3860 (**Purchase Agreement 3860**) between The Boeing Company (**Boeing**) and United Airlines, Inc. relating to Model 787 aircraft

b) Supplemental Agreement No 8 to Purchase Agreement No. 2484 (**Purchase Agreement 2484**) between Boeing and United Airlines, Inc. relating to model 787 aircraft

Inc. relating to model 787 aircraft

c) Supplemental Agreement No 1 to Purchase Agreement No. 03776 (**Purchase Agreement 03776**) between Boeing and United Continental Holdings, Inc. relating to Model 737-9 aircraft

This letter agreement (**Letter Agreement**) between Boeing and United Airlines, Inc. (**Customer**) amends and supplements Purchase Agreement 3860, Purchase Agreement 2484, and Purchase Agreement 03776 (collectively, the **United Purchase Agreements**).

1. Boeing Board of Directors' Approval Requirement.

787-10 Model aircraft program launch requires approval from the Boeing Board of Directors (**787-10 Launch Approval**). Therefore, a) Supplemental Agreement No. 1 to Purchase Agreement 3860; b) Supplemental Agreement No. 8 to Purchase Agreement 2484, and c) Supplemental Agreement No. 1 to Purchase Agreement 03776 which address changes in each of the referenced United Purchase Agreements to reflect incorporation of the 787-10 aircraft and other matters (collectively, the **Amendments**) require 787-10 Launch Approval. Boeing will provide notice to Customer promptly following receipt of 787-10 Launch Approval (**Boeing Notice**).



2. Contract Terms if Boeing Board 787-10 Launch Approval Not Obtained.

If Boeing has not provided a Boeing Notice by *** or has otherwise notified Customer in writing that 787-10 Launch Approval will not be obtained, then (i) the Amendments will become null and void, (ii) Boeing will promptly refund to Customer, *** all payments received from Customer under Supplemental Agreement No. 1 to Purchase Agreement 3860, and (iii) the terms of the United Purchase Agreements will be those which were in effect immediately prior to the execution of the Amendments.

3. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Without obtaining the prior written consent of the other parties and except as required by law, each party will limit the disclosure of its contents to its employees who have a need to know for purposes of helping such party perform its obligations under the Purchase Agreement and who will treat the information as confidential.

[The rest of the page is intentionally blank. Signature page follows.]



Very truly yours,

THE BOEING COMPANY

By ***
Its Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: June 17, 2013

UNITED AIRLINES, INC.

By /s/ Gerald Laderman
Its Senior Vice President – Finance and Treasurer

UNITED CONTINENTAL HOLDINGS, INC.

By /s/ Gerald Laderman
Its Senior Vice President – Finance and Treasurer

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

Supplemental Agreement No. 2

to

Purchase Agreement No. 3860

between

The Boeing Company

and

United Airlines, Inc.

Relating to Boeing Model 787 Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of December 16, 2013, by and between THE BOEING COMPANY (Boeing) and UNITED AIRLINES, INC. (a Delaware corporation formerly known as Continental Airlines, Inc. and successor by merger to United Air Lines, Inc.) (Customer);

WHEREAS, the parties hereto entered into Purchase Agreement No. 3860 dated September 27, 2012, as amended and supplemented (Purchase Agreement), relating to the purchase and sale of Boeing Model 787 aircraft (Aircraft). This Supplemental Agreement is an amendment to the Purchase Agreement;

WHEREAS, Boeing and Customer agree to substitute *** Model 787-*** aircraft (787-*** Aircraft) in lieu of Model 787-*** aircraft (787-*** Aircraft) and to revise the scheduled delivery for these Aircraft as follows:

Manufacturer Serial Number	787-*** Aircraft Delivery Month	787-*** Aircraft Delivery Month ***
***	***	***
***	***	***

WHEREAS, Boeing and Customer have previously agreed to accelerate the promotional support funds for the Aircraft so that such promotional support funds were made available Customer on ***; and

WHEREAS, Customer has agreed to configure the Aircraft with engines provided by General Electric;

BOEING / UNITED AIRLINES, INC. PROPRIETARY

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

1. Table of Contents and Articles.

Remove and replace, in its entirety, the "Table of Contents," with the Table of Contents attached hereto, to reflect the incorporation of this Supplemental Agreement No. 2 into the Purchase Agreement.

2. Tables.

2.1. Table 1 is replaced in its entirety with the Table 1 attached hereto that is related to and references this Supplemental Agreement for Model 787-8 aircraft.

2.2. Table 1 is replaced in its entirety with the Table 1 attached hereto that is related to and references this Supplemental Agreement for Model 787-9 aircraft.

2.3. Table 1 is replaced in its entirety with the Table 1 attached hereto that is related to and references this Supplemental Agreement for Model 787-10 aircraft.

3. Letter Agreements:

Remove and replace, in its entirety, Letter Agreement UAL-PA-03860-LA-1209416 entitled "Promotional Support" with the revised Letter Agreement UAL-PA-03860-LA-1209416R1 attached hereto.

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

[The rest of the page is intentionally blank. Signature page follows.]

BOEING / UNITED AIRLINES, INC. PROPRIETARY

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

THE BOEING COMPANY	**UNITED AIRLINES, INC.**
/s/ Ken Takahashi	/s/ Gerald Laderman
Signature	Signature
Attorney-in-Fact	Senior Vice President – Finance, Procurement and Treasurer
Title	Title

BOEING / UNITED AIRLINES, INC. PROPRIETARY

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Table 1 to Purchase Agreement No. 3860
787-8 Aircraft with GENX-1B* Engines Delivery, Description, Price and Advance Payments**

Airframe Model/MTOW:	787-8	*** pounds
Engine Model/Thrust:	GENX-1B***	*** pounds
Airframe Price:		$ ***
Optional Features:		$ ***
Sub-Total of Airframe and Features:		$ ***
Engine Price (Per Aircraft):		$ ***
Aircraft Basic Price (Excluding BFE/SPE):		$ ***
Buyer Furnished Equipment (BFE) Estimate:		$ ***
Seller Purchased Equipment (SPE) Estimate:		$ ***
In Flight Entertainment (IFE) Fixed$:		$ ***

Detail Specification:	***		
Airframe Price Base Year/Escalation Formula:	***		***
Engine Price Base Year/Escalation Formula:	***		***
Airframe Escalation Data:			
Base Year Index (ECI):		***	
Base Year Index (CPI):		***	
Engine Escalation Data:			
Base Year Index (ECI):		***	
Base Year Index (CPI):		***	

Delivery Date	**Number of Aircraft**	**Escalation Factor (Airframe)**	**Escalation Factor (Engine)**	**Serial Number**	**Escalation Estimate Adv Payment Base Price Per A/P**	**Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):** *** ***	*** ***	*** ***	*** ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
Total	***								

All pricing and payment amounts are in United States Dollars (USD).

Table 1 to Purchase Agreement No. 3860
***** 787-9 *** Aircraft Executed via SA-1**
FOR * PURPOSES ONLY: UNTIL *** PRIOR TO APPLICABLE AIRCRAFT DELIVERY**

Airframe Model/MTOW:	787-8	*** pounds
Engine Model/Thrust:	GENX-1B***	*** pounds
Airframe Price:		$ ***
Optional Features:		$ ***
Sub-Total of Airframe and Features:		$ ***
Engine Price (Per Aircraft):		$ ***
Aircraft Basic Price (Excluding BFE/SPE):		$ ***
Buyer Furnished Equipment (BFE) Estimate:		$ ***
Seller Purchased Equipment (SPE) Estimate:		$ ***
In Flight Entertainment (IFE) Fixed$:		$ ***

Detail Specification:	***		
Airframe Price Base Year/Escalation Formula:	***	***	
Engine Price Base Year/Escalation Formula:	***	***	
Airframe Escalation Data:			
Base Year Index (ECI):		***	
Base Year Index (CPI):		***	
Engine Escalation Data:			
Base Year Index (ECI):		***	
Base Year Index (CPI):		***	

Delivery Date	*** **Prior to Applicable Delivery**	**Number of Aircraft**	**Escalation Factor (Airframe)**	**Escalation Factor (Engine)**	**Serial Number**	**Escalation Estimate Adv Payment Base Price Per A/P**	**Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):**							
							***	***	***	***	***	***	***	***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***	$ ***	$ ***	$ ***	$ ***
Total		***												

All pricing and payment amounts are in United States Dollars (USD).

Table 1 to Purchase Agreement No. 3860
787-9 Aircraft with GENX-1B* Engines Delivery, Description, Price and Advance Payments**
APBP beginning * prior to applicable delivery for *** 787-9 aircraft only**

Airframe Model/MTOW:	787-9	*** pounds
Engine Model/Thrust:	GENX-1B***[1]	*** pounds
Airframe Price:		$ ***
Optional Features:		$ ***
Sub-Total of Airframe and Features:		$ ***
Engine Price (Per Aircraft):		$ ***
Aircraft Basic Price (Excluding BFE/SPE):		$ ***
Buyer Furnished Equipment (BFE) Estimate:		$ ***
Seller Purchased Equipment (SPE) Estimate:		$ ***
In Flight Entertainment (IFE) Estimate:		$ ***

Detail Specification:	***		
Airframe Price Base Year/Escalation Formula:	***	***	

Engine Price Base Year/Escalation Formula:	***	***
Airframe Escalation Data:		
Base Year Index (ECI):	***	
Base Year Index (CPI):	***	
Engine Escalation Data:		
Base Year Index (ECI):	***	
Base Year Index (CPI):	***	

Delivery Date	*** Prior to Applicable Delivery	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Serial Number	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
Total		***								

[1] *** on a *** to delivery GEnx-1B*** at the GEnx-1B*** price.

All pricing and payment amounts are in United States Dollars (USD).

Table 1 to Purchase Agreement No. 3860
787-10 Aircraft with GENX-1B*** Engines Delivery, Description, Price and Advance Payments
(787-10/GE/***)

Airframe Model/MTOW:	787-10	***pounds
Engine Model/Thrust:	GENX-1B***[1]	*** pounds
Airframe Price:		$ ***
Optional Features:		$ ***
Sub-Total of Airframe and Features:		$ ***
Engine Price (Per Aircraft) :		$ ***
Aircraft Basic Price (Excluding BFE/SPE):		$ ***
Buyer Furnished Equipment (BFE) Estimate:		$ ***
In-Flight Entertainment (IFE) Estimate:		$ ***
Refundable Deposit/Aircraft at Proposal Accept:		$ ***

Detail Specification:	***	
Airframe Price Base Year/Escalation Formula:	***	***
Engine Price Base Year/Escalation Formula:	***	***
Airframe Escalation Data:		
Base Year Index (ECI):	***	
Base Year Index (CPI):	***	
Engine Escalation Data:		
Base Year Index (ECI):	***	
Base Year Index (CPI):	***	

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Serial Number	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
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***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***

Table 1 to Purchase Agreement No. 3860
787-10 Aircraft with GENX-1B* Engines Delivery, Description, Price and Advance Payments**
(787-10/GE/*)**

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Serial Number	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
Total:	***								

[1] *** on a *** to delivery GEnx-1B*** at the GEnx-1B***.

All pricing and payment amounts are in United States Dollars (USD).

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1209416**R1**

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Promotional Support

Reference: a) Purchase Agreement No. 3860 (the Purchase Agreement) between The Boeing Company (Boeing) and United Air Lines, Inc. (**Customer**) relating to Model 787 aircraft (the **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

In support of Customer's marketing and promotion programs associated with the launch of the Model 787 and introduction of the Aircraft into service, Boeing agrees *** Customer's external expenses for such programs *** after delivery of the first Aircraft **to Customer**. Boeing will match Customer's external expenses up to $*** for the first Aircraft and up to $*** for each additional Aircraft up to a maximum of *** total Aircraft. These programs may include *** promotion programs and advertising campaigns.

Boeing's obligation to provide this *** support will commence at the time the purchase of the Aircraft becomes firm (not subject to cancellation by either party) and terminate *** after the delivery of the first Aircraft. Boeing will provide payment of matching funds upon receipt of copies of invoices detailing such expenses incurred within the period **starting from** *** **through** *** after the actual delivery of the first Aircraft to Customer. There will be no cash payments or other support in lieu thereof.

Following the execution of this Letter Agreement, a Boeing Airline Marketing Services representative will meet with Customer's designated representative to discuss the extent, selection, scheduling, and *** process for the program.

Customer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity, except as may be required by applicable law or governmental regulation.

BOEING / UNITED AIRLINES, INC. PROPRIETARY

Very truly yours,

THE BOEING COMPANY

By /s/ Ken Takahashi
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: December 16, 2013

United Airlines, Inc.

By /s/ Gerald Laderman

Its Senior Vice President – Finance, Procurement and Treasurer

BOEING / UNITED AIRLINES, INC. PROPRIETARY

Exhibit 10.21

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

Supplemental Agreement No. 3

to

Purchase Agreement No. 3860

between

The Boeing Company

and

United Airlines, Inc.

Relating to Boeing Model 787 Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of July 22, 2014, by and between THE BOEING COMPANY (**Boeing**) and UNITED AIRLINES, INC. (a Delaware corporation formerly known as Continental Airlines, Inc. and successor by merger to United Air Lines, Inc.) (**Customer**);

WHEREAS, the parties hereto entered into Purchase Agreement No. 3860 dated September 27, 2012, as amended and supplemented (**Purchase Agreement**), relating to the purchase and sale of Boeing Model 787 aircraft (**Aircraft**). This Supplemental Agreement is an amendment to the Purchase Agreement;

WHEREAS, Boeing and Customer agree to substitute *** Model 787-*** aircraft (**787-*** Aircraft**) in lieu of Model 787-*** aircraft (**787-*** Aircraft**) and to revise the scheduled delivery as follows:

Manufacturer Serial Number	787-*** Aircraft Delivery Month	787-*** Aircraft Delivery Month
***	***	***

WHEREAS, Boeing and Customer agree to revise the scheduled delivery of *** model 787-9 Aircraft as follows:

Manufacturer Serial Number	Original Aircraft Delivery Month	New Aircraft Delivery Month
***	***	***

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

1. Table of Contents and Articles.

The Table of Contents, is replaced in its entirety with the Table of Contents that is attached hereto and references this Supplemental Agreement No. 3.

2. Tables.

2.1. ***

2.2. Table 1 for Model 787-9 Aircraft is replaced in its entirety with the Table 1 for Model 787-9 that is attached hereto and references this Supplemental Agreement No. 3.

2.3. Table 1 for Model 787-10 Aircraft is replaced in its entirety with the Table 1 for Model 787-10 that is attached hereto references this

Supplemental Agreement No. 3.

3. Letter Agreements.

4. Attachment B-2 to Letter Agreement UAL-PA-03860-LA-1209265R1 is deleted in its entirety.

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

[The rest of the page is intentionally blank. Signature page follows.]

BOEING / UNITED AIRLINES, INC. PROPRIETARY

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

THE BOEING COMPANY	**UNITED AIRLINES, INC.**
/s/ Patrick McKelvey	/s/ Gerald Laderman
Signature	Signature
Attorney-in-Fact	Senior Vice President – Finance, Procurement and Treasurer
Title	Title

BOEING / UNITED AIRLINES, INC. PROPRIETARY

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UAL-PA-03860-LA-1209413A1	Other Special Matters—Amendment 1	SA-1
UAL-PA-03860-LA-1209416R1	Promotional Support	SA-2
UAL-PA-03860-LA-1209430	Performance Guarantees	
UAL-PA-03860-LA-1209455	*** TERMINATED	SA-1

UAL-PA-03860-LA-1209429	***	
UAL-PA-03860-LA-1209618R1	Alternate Engine Selection	SA-1
6-1162-ELP-0794	*** Program***	
6-1162-ELP-0795	*** Program***	
UAL-PA-03860-LA-1301368	Performance Guarantees (787-10)	SA-1
UAL-PA-03860-LA-1301373	787-10 Aircraft Open Configuration and Other Matters	SA-1
UAL-PA-03860-LA-1301375	Provisions Relating to Customer's *** for 787-10 Aircraft	SA-1
UAL-PA-03860-LA-1301377	787-10 ***	SA-1
UAL-PA-03860-LA-1301380	787-10 Program Launch	SA-1

SUPPLEMENTAL AGREEMENTS	**DATED AS OF**
Supplemental Agreement No. 1	June 17, 2013
Supplemental Agreement No. 2	December 16, 2013
Supplemental Agreement No. 3	**July 22, 2014**

Table 1 to Purchase Agreement No. 3860
***** 787-9 *** Aircraft Executed via SA-1**
FOR APBP PURPOSES ONLY: UNTIL * PRIOR TO APPLICABLE AIRCRAFT DELIVERY**

Airframe Model/MTOW:	787-8	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	GENX-1B***	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$ ***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$ ***			
Sub-Total of Airframe and Features:		$ ***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		$ ***	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		$ ***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:		$ ***	**Engine Escalation Data:**		
Seller Purchased Equipment (SPE) Estimate:		$ ***	**Base Year Index (ECI):**	***	
In Flight Entertainment (IFE) Fixed$:		$ ***	**Base Year Index (CPI):**	***	

Delivery Date	***** Prior to Applicable Delivery**	**Number of Aircraft**	**Escalation Factor (Airframe)**	**Escalation Factor (Engine)**		**Serial Number**	**Escalation Estimate Adv Payment Base Price Per A/P**	**Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):** ***	***	***	***
***	***	***	***	***	*	***	***	***	***	***	***
***	***	***	***	***	*	***	***	***	***	***	***
***	***	***	***	***	**	***	***	***	***	***	***
***	***	***	***	***	**	***	***	***	***	***	***
***	***	***	***	***	**	***	***	***	***	***	***
Total		***									

* *** Escalation Factors ***
** *** Escalation Factors ***

Table 1 to Purchase Agreement No. 3860
787-9 Aircraft with GENX-1B* Engines Delivery, Description, Price and Advance Payments**
APBP beginning * prior to applicable delivery for *** 787-9 aircraft only**

Airframe Model/MTOW:	787-9	***pounds	**Detail Specification:**	***	
Engine Model/Thrust:	GENX-1B***[1]	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:	$	***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:	$	***			
Sub-Total of Airframe and Features:	$	***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):	$	***	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):	$	***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:	$	***	**Engine Escalation Data:**		
In-Flight Entertainment (IFE) Estimate:	$	***	**Base Year Index (ECI):**	***	
Refundable Deposit/Aircraft at Proposal Accept:	$	***	**Base Year Index (CPI):**	***	

Delivery Date	*** **Prior to Applicable Delivery**	**Number of Aircraft**	**Escalation Factor (Airframe)**	**Escalation Factor (Engine)**		**Serial Number**	**Escalation Estimate Adv Payment Base Price Per A/P**	**Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):** ***	***	***	***
***	***	***	***	***	*	***	***	***	***	***	***
***	***	***	***	***	*	***	***	***	***	***	***
***	***	***	***	***	*	***	***	***	***	***	***
***	***	***	***	***	*	***	***	***	***	***	***
***	***	***	***	***	**	***	***	***	***	***	***
***	***	***	***	***	**	***	***	***	***	***	***
***	***	***	***	***	**	***	***	***	***	***	***
Total		***									

[1] *** on a *** to delivery GEnx-1B*** thrust rating at the GEnx-1B*** price.
* *** Escalation Factors ***
** *** Escalation Factors ***

Table 1 to Purchase Agreement No. 3860
787-10 Aircraft with GENX-1B* Engines Delivery, Description, Price and Advance Payments**
(787-10/GE/*)**

Airframe Model/MTOW:	787-10	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	GENX-1B***[1]	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:	$	***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:	$	***			
Sub-Total of Airframe and Features:	$	***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):	$	***	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):	$	***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:	$	***	**Engine Escalation Data:**		
Seller Purchased Equipment (SPE) Estimate:	$	***	**Base Year Index (ECI):**	***	
In Flight Entertainment (IFE) Fixed$:	$	***	**Base Year Index (CPI):**	***	

Delivery	**Number of**	**Escalation Factor**	**Escalation Factor**		**Serial**	**Escalation Estimate Adv Payment Base**	**Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):**

Date	Aircraft	(Airframe)	(Engine)		Number	Price Per A/P	***	***	***	***
***	***	***	***	*	***	***	***	***	***	***
***	***	***	***	*	***	***	***	***	***	***
***	***	***	***	*	***	***	***	***	***	***
***	***	***	***	*	***	***	***	***	***	***
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***	***	***	***	*	***	***	***	***	***	***
***	***	***	***	*	***	***	***	***	***	***

Table 1 to Purchase Agreement No. 3860
787-10 Aircraft with GENX-1B* Engines Delivery, Description, Price and Advance Payments**
(787-10/GE/*)**

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)		Serial Number	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): ***	***	***	***
***	***	***	***	*	***	***	***	***	***	***
***	***	***	***	*	***	***	***	***	***	***
***	***	***	***	*	***	***	***	***	***	***
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***	***	***	***	**	***	***	***	***	***	***
Total	***									

[1]*** on a *** to delivery GEnx-1B*** thrust rating at the GEnx-1B*** price.
* *** Escalation Factors ***
** *** Escalation Factors ***

Exhibit 10.22

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

Supplemental Agreement No. 4

to

Purchase Agreement No. 3860

between

The Boeing Company

and

United Airlines, Inc.

Relating to Boeing Model 787 Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of January 14, 2015, by and between THE BOEING COMPANY (**Boeing**) and UNITED AIRLINES, INC. (a Delaware corporation formerly known as Continental Airlines, Inc. and successor by merger to United Air Lines, Inc.) (**Customer**);

WHEREAS, the parties hereto entered into Purchase Agreement No. 3860 dated September 27, 2012, as amended and supplemented (**Purchase Agreement**), relating to the purchase and sale of Boeing model 787 aircraft (**Aircraft**). This Supplemental Agreement is an amendment to the Purchase Agreement;

WHEREAS, Boeing and Customer agree to incorporate the previously accepted configuration for the 787-9 Aircraft;

WHEREAS, Boeing and Customer agree to substitute *** model 777-300ER aircraft (**777 Aircraft**) in lieu of the following *** model 787-*** Aircraft (**Cancelled Aircraft**) pursuant to Purchase Agreement No. 04308:

787-* MSN**	**787-*** Aircraft Delivery Month**	**777 MSN**	**777 Aircraft Delivery Month**
***	***	***	***

WHEREAS, Boeing and Customer agree to apply all advance payments received by Boeing for the Cancelled Aircraft to the 777 Aircraft;

WHEREAS, Boeing and Customer agree to incorporate into the Purchase Agreement the terms and conditions contained in the attached letter agreements related to Installation of Cabin Systems Equipment and Demonstration Flight Waiver;

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

1. Table of Contents and Articles.

The Table of Contents is replaced in its entirety with the Table of Contents that is attached hereto and references this Supplemental Agreement No. 4.

1. Exhibits.

Exhibit A2, "787-9 Aircraft Configuration" is replaced in its entirety with the Exhibit A2, "787-9 Aircraft Configuration" that is attached hereto and references this Supplemental Agreement No. 4.

2. Tables.

Table 1 for the 787-9 Aircraft is replaced in its entirety with the Table 1 for the 787-9 Aircraft that is attached hereto and references this Supplemental Agreement No. 4.

3. Letter Agreements.

3.1. Letter Agreement UAL-PA-03860-LA-1209413A1, Special Matters – Amendment 1, which is attached hereto and references this Supplemental

Agreement No. 4, is hereby inserted into the Purchase Agreement immediately after Letter Agreement UAL-PA-03860-LA-1209413R1, Special Matters.

3.2. Letter Agreement UAL-PA-03860-LA-1301377A1, 787-10 *** – Amendment 1, which is attached hereto and references this Supplemental Agreement No. 4, is hereby inserted into the Purchase Agreement immediately after Letter Agreement UAL-PA-03860-LA-1301377, 787-10 ***.

3.3. Letter Agreement UAL-PA-03860-LA-1500059, Installation of Cabin Systems Equipment, which is attached hereto and references this Supplemental Agreement No. 4, is hereby inserted into the Purchase Agreement.

3.4. Letter Agreement UAL-PA-03860-LA-1500017, Demonstration Flight Waiver, which is attached hereto and references this Supplemental Agreement No. 4, is hereby inserted into the Purchase Agreement.

4. Conditions Precedent: This Supplemental Agreement No. 4 will be effective subject to satisfaction of all of the following conditions precedent (collectively the **Conditions Precedent**):

a. Execution of Supplemental Agreement No. 10 to Purchase Agreement No. 02484 between Boeing and Customer relating to Boeing model 787 Aircraft;

b. Execution of Letter Agreement 6-1162-RCN-1935 Amendment 1R2 between Boeing and Customer relating to Boeing model 787 aircraft; and

c. Execution of Purchase Agreement No. 04308 between Boeing and Customer relating to Boeing model 777 aircraft.

Upon satisfaction of the Conditions Precedent, the Purchase Agreement will be deemed to be supplemented to the extent herein provided as of the date hereof and as so supplemented will continue in full force and effect.

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

THE BOEING COMPANY	**UNITED AIRLINES, INC.**
/s/ Susan Englander	/s/ Gerald Laderman
Signature	Signature
Attorney-in-Fact	Senior Vice President – Finance, Procurement and Treasurer
Title	Title

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Supplemental Agreement No. 1	June 17, 2013
Supplemental Agreement No. 2	December 16, 2013
Supplemental Agreement No. 3	July 22, 2014
Supplemental Agreement No. 4	**January 14, 2015**

Table 1 to Purchase Agreement No. 3860
787-9 Aircraft with GENX-1B* Engines Delivery, Description, Price and Advance Payments**
APBP beginning * prior to applicable delivery for *** 787-9 aircraft only**

Airframe Model/MTOW:	787-9	***pounds	**Detail Specification:**	***	
Engine Model/Thrust:	GENX-1B***[1]	***pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$ ***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$ ***			
Sub-Total of Airframe and Features:		$ ***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft):		$ ***	**Base Year Index (ECI):**		***
Aircraft Basic Price (Excluding BFE/SPE):		$ ***	**Base Year Index (CPI):**		***
Buyer Furnished Equipment (BFE) Estimate:		$ ***	**Engine Escalation Data:**		
Seller Purchased Equipment (SPE) Estimate:		$ ***	**Base Year Index (ECI):**		***
			Base Year Index (CPI):		***

Delivery Date	***** Prior to Applicable Delivery**	**Number of Aircraft**	**Escalation Factor (Airframe)**	**Escalation Factor (Engine)**	**Serial Number**	**Escalation Estimate Adv Payment Base Price Per A/P**	**Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):** ***	***	***	***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
Total		***								

[1] *** on a *** to deliver GEnx-1B*** thrust rating at the GEnx-1B*** price.

787-9 AIRCRAFT CONFIGURATION

between

THE BOEING COMPANY

and

UNITED AIRLINES, INC.

Exhibit A2 to Purchase Agreement Number 3860

AIRCRAFT CONFIGURATION

relating to

BOEING MODEL 787-9 AIRCRAFT

The Detail Specification is Boeing document entitled Detail specification *** revision ***, dated ***. Such Detail Specification will be comprised of those provisions of 787 Configuration Specification ***Revision ***, dated ***, as amended by addendum *** Rev. ***, dated ***, which are applicable to model 787-9 aircraft and as amended to incorporate the optional features listed below, including the effects on Manufacturer's Empty Weight (MEW) and Operating Empty Weight (OEW). Such Options are set forth in Boeing Customer Specified Option Selection Log and Option Data Pages, configuration file (***), dated ***. As soon as practicable, Boeing will make available to Customer the Detail Specification, which will reflect such optional features. The Aircraft Basic Price reflects and includes all effects of such optional features, except such Aircraft Basic Price does not include the price effects of any Buyer Furnished Equipment.

There is no additional processing fee added to the master change price for addition or deletion of catalog options within appropriate lead times.

CR	Title	Price Per Aircraft 2006$
***	***	***
***	***	***
***	***	***

CR	Title	Price Per Aircraft 2006$
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***	***	***
***	***	***

CR	Title	Price Per Aircraft 2006$
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	TOTAL OPTIONS ***	$ ***

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1209413A1

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Special Matters — Amendment 1

Reference: Purchase Agreement No. 3860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. relating to Model 787 aircraft (**Aircraft**)

This letter agreement (Amending **Letter Agreement**) amends and supplements the Purchase Agreement and amends certain terms in Letter Agreement UAL-PA-03860-LA-1209413 (the **Letter Agreement**). All terms used and not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. Amendments to Article 4 of the Letter Agreement..

Article 4.4 of the Letter Agreement is hereby deleted and replaced with the following:

4.4. Special *** Provisions for the Launch Aircraft. With respect to the *** 787-10 Aircraft listed in Table 1 to the Purchase Agreement as of the effective date of Supplemental Agreement No. 3 to the Purchase Agreement; (each a **Launch Aircraft**), the parties agree that *** of the Article 4.1 *** obligation will be *** delivery of each Launch Aircraft (**Launch Aircraft *** Obligation**). At time of delivery of each Launch Aircraft, Boeing will *** to *** the Launch Aircraft *** Obligation.

2. Confidential Treatment.

Boeing and Customer understand that certain information contained in this Letter Agreement, including any attachments hereto, is considered by both parties to be confidential. Boeing and Customer agree that each party will treat this Letter Agreement and the



information contained herein as confidential and will not, without the other party's prior written consent, disclose this Letter Agreement or any information contained herein to any other person or entity except as may be required by applicable law or governmental regulations.

[The rest of the page is intentionally blank. Signature page follows.]

Very truly yours,

THE BOEING COMPANY

By /s/ Susan Englander
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: January 14, 2015

UNITED AIRLINES, INC.

By /s/ Gerald Laderman
Its Senior Vice President – Finance, Procurement and Treasurer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1301377A1

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: 787-10 *** – Amendment 1

Reference: Purchase Agreement No. PA 3860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc (**Customer**) relating to Model 787-10 aircraft (**Aircraft**)

This letter agreement (**Amending Letter Agreement**) amends and supplements the Purchase Agreement and amends certain of the terms in Letter Agreement UAL-PA-03860-LA-1301377 (the **Letter Agreement**). All terms used and not defined in this Amending Letter Agreement have the same meaning as in the Purchase Agreement.

1. Amendments to Article 1 of the Letter Agreement.

The definition of "Program Aircraft" in Article 1 of the Letter Agreement is hereby deleted in its entirety and replaced with the following new definition:

Program Aircraft means each 787-10 Aircraft specified in Table 1 of the Purchase Agreement as of the date of this Letter Agreement and any 787-10 Option Aircraft for which Customer has exercised its option exercise rights.

2. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Amending Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03776-LA-1208234.

[The rest of this page is intentionally left blank. Signature page follows]

Very truly yours,

THE BOEING COMPANY

By /s/ Susan Englander
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: January 14, 2015

UNITED AIRLINES, INC.

By /s/ Gerald Laderman
Its Senior Vice President – Finance, Procurement and Treasurer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-3860-LA-1500017

United Airlines, Inc.
233 South Wacker Drive
Chicago, IL 60606

Subject: Demonstration Flight Waiver

Reference: Purchase Agreement No. PA-3860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

Definition of Terms:

Correction Costs: Customer's direct labor costs and the cost of any material required to correct a Flight Discrepancy where direct labor costs are equal to the Warranty Labor Rate in effect between the parties at the time such labor is expended.

Flight Discrepancy: A failure or malfunction of an Aircraft, or the accessories, equipment or parts installed on the Aircraft which results from a defect in the Aircraft, Boeing Product, engine or Supplier Product or a nonconformance to the Detail Specification for the Aircraft.

The AGTA provides that each Aircraft will be test flown prior to delivery for the purpose of demonstrating the functioning of such Aircraft and its equipment to Customer; however, Customer may elect to waive this test flight. For each test flight waived, *** agrees to *** an amount of *** at delivery that, including the ***, totals the following ***:

Aircraft Model	***
787	***

Further, *** agrees to *** for any *** as a result of the discovery of a *** during the first flight of the Aircraft by *** following delivery to the extent such *** are not covered under a warranty provided by *** or any of *** suppliers.



Should a *** which requires the return of the Aircraft to *** facilities at ***, so that *** may *** such ***, Boeing and Customer agree that title to and risk of loss of such Aircraft will ***. In addition, it is agreed that *** will have *** while it is on the ground at *** facilities in *** as is chargeable by law to a bailee for mutual benefit, but *** will not be liable for ***.

To be *** for ***, Customer will submit a written itemized statement describing any *** and indicating the *** incurred by *** for each ***. This request must be submitted to ***, within *** after the ***.

Very truly yours,

THE BOEING COMPANY

By /s/ Susan Englander
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: January 14, 2015

UNITED AIRLINES, INC.

By /s/ Gerald Laderman
Its Senior Vice President – Finance, Procurement and Treasurer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1500059

United Airlines, Inc.
233 South Wacker Drive
Chicago, IL 60606

Subject: Installation of Cabin Systems Equipment

Reference: Purchase Agreement No. PA-03860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

Customer has requested that Boeing install in the Aircraft the in-flight entertainment and communications systems described in Attachment A to this Letter Agreement (collectively referred to as **Cabin Systems Equipment** or **CSE**). CSE is BFE that Boeing purchases for Customer and that is identified as CSE in the Detail Specification for the Aircraft.

The complexity of the CSE requires special attention and additional resources during the development, integration, and certification of the CSE and manufacture of the Aircraft to achieve proper operation of the CSE at the time of delivery of the Aircraft. To assist Customer, Boeing will perform the functions of project manager (**Project Manager**) as set forth in Attachment B.

1. Responsibilities.

1.1 Customer will:

1.1.1 provide Customer's CSE system requirements to Boeing;

1.1.2 select the CSE suppliers (**Supplier(s)**) and system configuration options in accordance with Letter Agreement UAL-PA-03860-LA-1301373 (mistakenly referred to as Letter Agreement UAL-PA-03860-LA-01373 in the letter itself), entitled "787-10 Open Configuration and Other Matters"; or options from among those identified in Attachment A to this Letter Agreement; or options as otherwise available in the then current Standard Selections Catalog and formally offered by Boeing (**Options**);

BOEING / UNITED AIRLINES, INC. PROPRIETARY

1.1.3 promptly after selecting the Options, participate with Boeing in meetings with Suppliers to ensure that Supplier's functional system specifications meet Customer's and Boeing's respective requirements. Such functional system specifications define functionality to which Boeing will test prior to delivery but are not a guarantee of functionality at delivery;

1.1.4 select Supplier part numbers;

1.1.5 negotiate and obtain agreements on product assurance, product support following Aircraft delivery (including spares support), and any other special business arrangements directly with Suppliers;

1.1.6 provide to Boeing pricing information for Customer selected CSE part numbers by a mutually agreeable date;

1.1.7 negotiate and obtain agreements with any applicable service providers;

1.1.8 include in Customer's contract with any seat supplier a condition causing such seat supplier to enter a bonded stores agreement with Boeing. This bonded stores agreement will set forth the terms concerning the use, handling, storage, and risk of loss of CSE during the time such equipment is under the seat supplier's control;

1.1.9 cause Suppliers to:

1.1.9.1 assist the seat suppliers in the preparation of seat assembly functional test plans;

1.1.9.2 coordinate integration testing, and provide seat assembly functional test procedures for seat electronic parts to seat suppliers and Boeing, as determined by Boeing; and

1.1.9.3 comply with Boeing's 787 procurement processes (e.g. for transmission of technical data, transmission of purchase orders, and processing of non-conformances) (**787 Procurement Processes**). 787 Procurement Processes will be provided to Customer and may be updated from time to time; and

1.1.9.4 comply with Boeing's type design and type certification data development and protection requirements where the Supplier has type design/certification responsibility. The requirements will require Suppliers to (i) maintain type design/certificate data for *** such type certificate for all type design and (ii) entitle Boeing to access, review, and receive such type design/certification data. These requirements will be provided to Customer and included in any applicable contracts between Customer and Supplier.

1.2 Boeing will:

1.2.1 perform the Project Manager functions stated in Attachment B;

1.2.2 provide Aircraft interface requirements to Suppliers;

1.2.3 assist Suppliers in the development of CSE system specifications and approve such specifications;

1.2.4 release purchase orders, including on-dock dates to Supplier on behalf of Customer, and manage such purchase orders;

1.2.5 coordinate the resolution of technical issues with Suppliers;

1.2.6 ensure that at the time of Aircraft delivery the CSE configuration meets the requirements of the Option(s) contained in Attachment A to this Letter Agreement as such Attachment A may be amended from time to time; and

1.2.7 obtain FAA certification of the Aircraft with the conforming CSE installed therein.

2. Software.

CSE systems may contain software of the following two types:

2.1 Certification Software. The software required to functionally test, operate and certify the CSE systems on the Aircraft is the Certification Software and is part of the CSE.

2.2 Customer's Software. The software which is defined by the Customer to support customized features and appearance is Customer's Software and is not part of the CSE.

2.2.1 Customer is solely responsible for specifying Customer's Software functional and performance requirements and ensuring that Customer's Software meets such requirements. Customer and Customer's Software supplier will have total responsibility for the writing, certification, modification, revision, or correction of any of Customer's Software. Boeing will not perform the functions and obligations described in paragraph 1.2 above, or the Project Manager's functions described in Attachment B, for Customer's Software.

2.2.2 The omission of any Customer's Software or the lack of any functionality of Customer's Software will not be a valid condition for Customer's rejection of the Aircraft at the time of Aircraft delivery.



2.2.3 Boeing has no obligation to approve any documentation to support Customer's Software certification. Boeing will review and operate Customer's Software only if in Boeing's reasonable opinion such review and operation is necessary to certify the CSE on the Aircraft.

2.2.4 Boeing will not be responsible for obtaining FAA certification for Customer's Software.

3. Changes.

3.1 Any Customer request for changes to the CSE specification after Customer acceptance of the Options will be made in writing directly to Boeing for approval and for coordination by Boeing with the Supplier. Any such change to the configuration of the Aircraft will be subject to *** through Boeing's master change or other process for amendment of the Purchase Agreement. Any Supplier price increase or decrease resulting from such change will be negotiated between Customer and Supplier.

3.2 Boeing and Customer recognize that the developmental nature of the CSE may require changes to the CSE or the Aircraft in order to ensure (i) compatibility of the CSE with the Aircraft and all other Aircraft systems, and (ii) FAA certification of the Aircraft with the CSE installed therein. In such event Boeing will notify Customer and recommend to Customer the most practical means for incorporating any such change. If within fifteen (15) days after such notification Customer and Boeing cannot mutually agree on the incorporation of any such change or alternate course of action, the remedies available to Boeing in Paragraph 6 will apply.

4. Supplier Defaults.

Boeing will notify Customer in a timely manner in the event of a default by a Supplier under the Supplier's purchase order with Boeing. Within fifteen (15) days of Customer's receipt of such notification, Boeing and Customer will agree on an alternate Supplier or other course of action. If Boeing and Customer are unable to agree on an alternate Supplier or course of action within such time, the remedies available to Boeing in Paragraph 6 will apply.

5. Exhibits B and C to the AGTA.

CSE is deemed to be BFE for the purposes of Exhibit B, Customer Support Document, and Exhibit C, the Product Assurance Document, of the AGTA.

6. Boeing's Remedies.

If Customer does not perform its obligations as provided in this Letter Agreement or if a Supplier fails (for any reason other than a default by Boeing under the purchase



order terms or this Letter Agreement) to deliver conforming CSE per the schedule set forth in the purchase order, then, in addition to any other remedies which Boeing may have by contract or under law, Boeing may:

6.1 revise the scheduled delivery month of the Aircraft to accommodate the delay in delivery of the conforming CSE and base the calculation of the Escalation Adjustment on such revised delivery month;

6.2 deliver the Aircraft without part or all of the CSE installed, or with part or all of the CSE inoperative; and/or

6.3 increase the Aircraft Price by the amount of Boeing's additional costs attributable to such noncompliance, including but not limited to, *** associated with *** by Boeing, any *** due to a Supplier's failure to perform in accordance with CSE program milestones as established by Boeing and agreed to by the Supplier and particularly with respect to *** of such CSE.

7. Advance Payments.

7.1 Estimated Price for the CSE. An estimated price for the CSE purchased by Boeing will be included in the Aircraft Advance Payment Base Price to establish the advance payments for each Aircraft. The estimated price for the Boeing purchased CSE installed on each Aircraft is identified in Table 1 of the Purchase Agreement.

7.2 Aircraft Price. The Aircraft Price will include the actual CSE prices and any associated transportation costs charged Boeing by Suppliers or otherwise incurred by Boeing.

8. Customer's Indemnification of Boeing.

Customer will indemnify and hold harmless Boeing from and against all claims and liabilities, including costs and expenses (including attorneys' fees) incident thereto or incident to successfully establishing the right to indemnification, for injury to or death of any person or persons, including employees of Customer but not employees of Boeing, or for loss of or damage to any property, including Aircraft, arising out of or in any way connected with any nonconformance or defect in any CSE, and whether or not arising in tort or occasioned in whole or in part by the negligence of Boeing. This indemnity will not apply with respect to any nonconformance or defect caused solely by Boeing's installation of the CSE.

9. Title and Risk of Loss.

Title of CSE will remain with Boeing until the Aircraft title is transferred to Customer. Risk of loss will remain with the entity that is in possession of the CSE prior to Aircraft delivery.



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/ Susan Englander
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: January 14, 2015

UNITED AIRLINES, INC.

By /s/ Gerald Laderman
Its Senior Vice President – Finance, Procurement and Treasury



Attachment A
Cabin Systems Equipment

The following optional features (**Option(s)**) describe(s) the items of equipment that under the terms and conditions of this Letter Agreement are considered to be CSE. Each such Option is fully described in the Option Document as described in Exhibit A to the Purchase Agreement or the respective Option Data Pages, as applicable. Final configuration will be based on Customer acceptance of any or all Options listed below.

Option Request Number and Title

787-9 Aircraft Option Request Number(s) and Title(s)

- 4435E084B67; IMPLEMENTATION – BROADBAND COMMUNICATION INSTALLATION – *** – CSE (-9 ONLY)
- 4421E084B69; POST IMPLEMENTATION – WIRELESS ACCESS POINT (WAP) – *** – CSE – INSTALLATION – CAL 787-9

- 4431E084B68 – POST IMPLEMENTATION – EXTERNAL COMMUNICATION SYSTEM – INSTALLATION – *** – CSE
- 4420E415A25 – TBS3 – POST IMPLEMENTATION – IN-FLIGHT ENTERTAINMENT SYSTEM AS CABIN SYSTEMS EQUIPMENT – CSE



Attachment B
Project Manager

1. Project Management.

Boeing will perform the following functions for the CSE. Boeing will have authority to make day-to-day management decisions, and decisions on technical details which in Boeing's reasonable opinion do not affect form, fit, function, cost, or aesthetics in any material respect. Boeing will be responsible for:

(i) managing the development of all program schedules;

(ii) evaluating Supplier's program management and developmental plans to meet Boeing's production schedule;

(iii) defining program metrics and status requirements;

(iv) scheduling and conducting program design and schedule reviews with Customer and Suppliers, as needed;

(v) monitoring compliance with schedules;

(vi) evaluating and approving any recovery plans or plan revisions which may be required of either Suppliers or Customer;

(vii) managing the joint development of the CSE system specification; and

(viii) leading the development of a joint CSE project management plan (**Project Plan**).

2. System Integration.

Boeing's performance as Project Manager will include the functions of systems integrator (**Systems Integrator**). As Systems Integrator Boeing will perform the following functions:

(i) as required, assist Suppliers in defining their system specifications for the CSE, approve such specifications and develop an overall system functional specification;



(ii) ensure the Project Plan includes sufficient Supplier testing, Supplier sub-system testing, and an overall CSE system acceptance test; and

(iii) organize and conduct technical coordination meetings with Customer and Supplier(s) to review responsibilities, functionality, Aircraft installation requirements and overall program schedule, direction and progress.

3. Seat Integration.

(i) Boeing will coordinate the interface requirements between seat suppliers and Suppliers. Interface requirements are defined in Boeing Document No's. D6-36230, "Passenger Seat Design and Installation"; D6-36238, "Passenger Seat Structural Design and Interface Criteria"; D222W232, "Seat Wiring and Control Requirements"; and D222W013-4, "Seat Assembly Functional Test Plan", as amended and superseded from time to time.

Exhibit 10.23

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

Supplemental Agreement No. 5

to

Purchase Agreement No. 3860

between

The Boeing Company

and

United Airlines, Inc.

Relating to Boeing Model 787 Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of April 30, 2015, by and between THE BOEING COMPANY (**Boeing**) and UNITED AIRLINES, INC. (a Delaware corporation formerly known as Continental Airlines, Inc. and successor by merger to United Air Lines, Inc.) (**Customer**);

WHEREAS, the parties hereto entered into Purchase Agreement No. 3860 dated September 27, 2012, as amended and supplemented (**Purchase Agreement**), relating to the purchase and sale of Boeing model 787 aircraft (**Aircraft**). This Supplemental Agreement is an amendment to the Purchase Agreement;

WHEREAS, Boeing and Customer wish to *** the following firm 787-9 Aircraft *** this Purchase Agreement:

Model	MSN	Delivery Month
787-9	***	***

WHEREAS, Boeing and Customer agree to *** the following *** firm 787-*** Aircraft and *** them with *** 787-*** Aircraft in the same delivery months:

Model	*** Firm Aircraft MSN	*** Aircraft MSN	Delivery Month
***	***	TBD	***
***	***	TBD	***

WHEREAS, Boeing and Customer agree to apply *** firm Aircraft *** under this Supplemental Agreement No. 05 *** for the *** new model 787-*** Aircraft added under this Supplemental Agreement No. 05 and *** Customer's *** for 787 aircraft.

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

1. Table of Contents and Articles.

The "Table of Contents" is deleted in its entirety and replaced with the attached "Table of Contents" (identified by "SA-5").

2. Tables.

2.1. "Table 1", *787-9 Aircraft Delivery, Description, Price and Advance Payments* is deleted in its entirety.

2.2. "Table 1", *787-10 Aircraft with GENX-1B76 Engines Delivery, Description, Price and Advance Payments,* is deleted in its entirety and replaced with the attached "Table 1", *787-10 Aircraft with GENX-1B76 Engines Delivery, Description, Price and Advance Payments,* (identified by "SA-5").

3. Letter Agreements.

3.1. "Attachment B-1 to Letter Agreement UAL-PA-03860-LA-120965R1", *787-10 Option Aircraft with GENX-1B*** Engines Delivery, Description, Price and Advance Payments,* is deleted in its entirety and replaced with the attached "Attachment B1 to Letter Agreement UAL-PA-03860-LA-120965R1", *787-10 Option Aircraft with GENX-1B*** Engines Delivery, Description, Price and Advance Payments,* (identified by "SA-5").

3.2. Letter agreement "UAL-PA-03860-LA-1209413A1", *Special Matters — Amendment 1*, is deleted in its entirety and replaced with the attached "UAL-PA-03860-LA-1209413A1R1", *Special Matters — Amendment 1,* (identified by "SA-5").

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

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

THE BOEING COMPANY	**UNITED AIRLINES, INC.**
/s/ Patrick McKelvey	/s/ Gerald Laderman
Signature	Signature
Attorney-in-Fact	Senior Vice President – Finance, Procurement and Treasurer
Title	Title

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UAL-PA-03860-LA-1209411	Special Terms – Seats and In-flight Entertainment	
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SUPPLEMENTAL AGREEMENTS	**DATED AS OF**
Supplemental Agreement No. 1	June 17, 2013
Supplemental Agreement No. 2	December 16, 2013
Supplemental Agreement No. 3	July 22, 2014
Supplemental Agreement No. 4	January 14, 2015
Supplemental Agreement No. 5	**April 30, 2015**

Table 1 to Purchase Agreement No. 3860
787-10 Aircraft with GENX-1B* Engines Delivery, Description, Price and Advance Payments**
(787-10/GE/*)**

Airframe Model/MTOW:	787-10	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	GENX-1B***[1]	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$ ***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$ ***			
Sub-Total of Airframe and Features:		$ ***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft) :		$ ***	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		$ ***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:		$ ***	**Engine Escalation Data:**		
In-Flight Entertainment (IFE) Estimate:		$ ***	**Base Year Index (ECI):**	***	
			Base Year Index (CPI):	***	
Refundable Deposit/Aircraft at Proposal Accept:		$ ***			

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)		Serial Number	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***

Table 1 to Purchase Agreement No. 3860
787-10 Aircraft with GENX-1B* Engines Delivery, Description, Price and Advance Payments**
(787-10/GE/*)**

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)		Serial Number	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	**	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	**	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	**	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	**	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	**	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	**	***	$ ***	$ ***	$ ***	$ ***	$ ***
Total:	25									

1 *** on a *** to delivery GEnx-1B*** thrust rating at the GEnx-1B***.
* *** Escalation Factors ***
** *** Escalation Factors ***

Attachment B-1 to Letter Agreement UAL-PA-03860-LA-120965R1
787-10 Option Aircraft with GENX-1B*
Engines Delivery, Description, Price and Advance Payments
(787-10/GE/*)**

Airframe Model/MTOW:	787-10	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	GENX-1B***	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$ ***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$ ***			
Sub-Total of Airframe and Features:		$ ***	**Airframe Escalation Data:**		
Engine Price (Per Aircraft) :		$ ***	**Base Year Index (ECI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		$ ***	**Base Year Index (CPI):**	***	
Buyer Furnished Equipment (BFE) Estimate:		$ ***	**Engine Escalation Data:**		
In-Flight Entertainment (IFE) Estimate:		$ ***	**Base Year Index (ECI):**	***	
			Base Year Index (CPI):	***	
**** Deposit/Aircraft at Def Agreement**		$ ***			

Escalation Estimate

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Manufacturer Serial Number	Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***	***	***	***	TBD	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	TBD	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***

Attachment B-1 to Letter Agreement UAL-PA-03860-LA-120965R1
787-10 Option Aircraft with GENX-1B*
Engines Delivery, Description, Price and Advance Payments
(787-10/GE/*)**

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Manufacturer Serial Number	Escalation Estimat Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
Total:	***								

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1209413A1R1

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Special Matters — Amendment 1
Reference: Purchase Agreement No. 3860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. relating to Model 787 aircraft (**Aircraft**)

This letter agreement UAL-PA-03860-LA-1209413A1R1 (**Amending Letter Agreement**) amends and supplements the Purchase Agreement, amends certain terms in Letter Agreement UAL-PA-03860-LA-1209413 (the **Letter Agreement**), and supersedes and replaces in its entirety letter agreement UAL-PA-03860-LA-1209413A1. All terms used and not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. Amendments to Article 4 of the Letter Agreement.

Article 4.4 of the Letter Agreement is hereby deleted and replaced with the following:

4.4. Special *** Provisions for the Launch Aircraft. With respect to (i) the *** 787-10 Aircraft listed in Table 1 to the Purchase Agreement as of the effective date of Supplemental Agreement No. 5 to the Purchase Agreement and (ii) the *** 787-*** Aircraft with scheduled delivery dates of *** and ***; (each a **Launch Aircraft**), the parties agree that *** of the Article 4.1 *** obligation will be *** delivery of each Launch Aircraft (**Launch Aircraft *** Obligation**). At time of delivery of each Launch Aircraft, Boeing will *** to *** the Launch Aircraft *** Obligation.

2. Confidential Treatment.

Boeing and Customer understand that certain information contained in this Letter Agreement, including any attachments hereto, is considered by both parties to be confidential. Boeing and Customer agree that each party will treat this Letter Agreement and the information contained herein as confidential and will not, without the other party's prior written consent, disclose this Letter Agreement or any information contained herein to any other person or entity except as may be required by applicable law or governmental regulations.

Very truly yours,

THE BOEING COMPANY

By /s/ Patrick McKelvey
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: April 30, 2015

UNITED AIRLINES, INC.

By /s/ Gerald Laderman
Its Senior Vice President – Finance, Procurement and Treasurer

Exhibit 10.24

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

Supplemental Agreement No. 6

to

Purchase Agreement No. 3860

between

The Boeing Company

and

United Airlines, Inc.

Relating to Boeing Model 787 Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of December 31, 2015, by and between THE BOEING COMPANY (**Boeing**) and UNITED AIRLINES, INC. (a Delaware corporation formerly known as Continental Airlines, Inc. and successor by merger to United Air Lines, Inc.) (**Customer**);

WHEREAS, the parties hereto entered into Purchase Agreement No. 3860 dated September 27, 2012, as amended and supplemented (**Purchase Agreement**), relating to the purchase and sale of Boeing model 787 aircraft (**Aircraft**). This Supplemental Agreement is an amendment to the Purchase Agreement;

WHEREAS, through *** Supplemental Agreement Number 5 to the Purchase Agreement, *** dated May 12, 2015, Boeing and Customer agreed to *** firm 787-*** aircraft for *** 787-*** aircraft and to *** 787-*** firm aircraft with *** 787-***;

WHEREAS, consistent with such prior transactions Boeing and Customer now agree to a *** of *** firm 787-*** aircraft for *** firm 787-*** aircraft and to the *** of these *** 787-*** firm aircraft with *** 787-*** as follows:

(i) Boeing and Customer agree to *** Firm 787-*** Aircraft to the Purchase Agreement as Block C Aircraft as such terms are defined in *** and are further identified in Figure 1 below.

Figure 1

Delivery Month
***
***

(ii) Boeing and Customer agree to *** the following *** 787-*** Firm Aircraft and *** them with *** 787-*** Aircraft in the delivery months with option exercise expiry dates as specified below:

Model	*** Firm Aircraft Delivery Month	*** Aircraft Delivery Month**	Option Exercise Expiry Date
***	***	***	***
***	***	***	***

** - The nominal delivery month above is subject to revision by plus or minus one month. Boeing will advise Customer of the scheduled delivery month at the time of Customer's exercise of its rights.

WHEREAS, Boeing and Customer agree to apply *** 787-*** previously Firm Aircraft *** under this Supplemental Agreement No. 6 *** for the *** new model 787-*** Aircraft added under this Supplemental Agreement No. 6; and *** Customer's *** of Supplemental Agreement No. 6 after application of *** (as that term is defined in Letter Agreement No. *** entitled "Option Aircraft" ***) received by Boeing from Customer.

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

1. Table of Contents.

The "Table of Contents" is deleted in its entirety and replaced with the attached "Table of Contents" (identified by "SA-6").

2. Tables.

2.1. "Table 1", *787-10 Aircraft with GENX-1B*** Engines Delivery, Description, Price and Advance Payments,* is deleted in its entirety and replaced with the attached similarly titled "Table 1" (identified by "SA-6").

2.2. "Table 1, 787-9 Aircraft Delivery, Description, Price and Advance Payments for *** Firm 787-9 Aircraft" (identified by "SA-6") is added to the Purchase Agreement.

3. Letter Agreements.

3.1. Attachment B-1 to Letter Agreement UAL-PA-03860-LA-1209265R1 entitled "*787-10 with GENX-1B*** Engines: Option Aircraft Delivery, Description, Price and Advance Payments"* is deleted in its entirety and replaced with the attached Attachment B-1 (identified by "SA-6").

3.2. Letter Agreement UAL-PA-03860-LA-1209413A1R1 entitled "*Special Matters — Amendment 1"* is deleted in its entirety and replaced with the attached similarly titled Letter Agreement UAL-PA-03860-LA-1209413A1R2 (identified by "SA-6").

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

The rest of this page is left intentionally blank.

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

THE BOEING COMPANY	**UNITED AIRLINES, INC.**
Signature	Signature
/s/ I. L. Krueger	/s/ Gerald Laderman
Printed Name	Printed Name
Attorney-in-Fact	Senior Vice President - Finance and acting Chief Financial Officer
Title	Title

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AE1.	Escalation Adjustment/Airframe and Optional Features	
BFE1.	BFE Variables	SA-1
CS1.	Customer Support Document	
EE1.	Engine Escalation/Engine Warranty ***	
SLP1.	Service Life Policy Components	

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UAL-PA-03860-LA-1209264	Open Configuration Matters	
UAL-PA-03860-LA-1209265R1	Option Aircraft	SA-1
	Attachment A, 787-*** Option Aircraft Delivery, Description, Price and Advance Payments (DELETED)	SA-1
	Attachment B-1, 787-* with GENX-1B*** Engines: Option Aircraft Delivery, Description, Price and Advance Payments**	**SA-6**
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UAL-PA-03860-LA-1209409	Spare Parts Initial Provisioning	
UAL-PA-03860-LA-1209410	Special Matters Relating to COTS Software and End User License Agreements	
UAL-PA-03860-LA-1209411	Special Terms – Seats and In-flight Entertainment	
UAL-PA-03860-LA-1209417	Model 787 Post-Delivery Software & Data Loading	
CONFIDENTIAL LETTER AGREEMENTS		
UAL-PA-03860-LA-1209236R1	Model Substitution	SA-1
	Attachment A, 787-9 Airframe Pricing of Substitution Aircraft with General Electric GEnx-1B*** and Rolls Royce Trent 1000-*** engines	SA-1
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UAL-PA-03860-LA-1209414	Other Special Matters	
UAL-PA-03860-LA-1209413A1	Other Special Matters - Amendment 1	SA-1
UAL-PA-03860-LA-1209416R1	Promotional Support	SA-2
UAL-PA-03860-LA-1209430	Performance Guarantees	
UAL-PA-03860-LA-1209455	*** – TERMINATED	SA-1
UAL-PA-03860-LA-1209429	***	
UAL-PA-03860-LA-1209618R1	Alternate Engine Selection	SA-1
6-1162-ELP-0794	*** Program- *** Aircraft	
6-1162-ELP-0795	*** Program- *** Aircraft	
UAL-PA-03860-LA-1301368	Performance Guarantees (787-10)	SA-1
UAL-PA-03860-LA-1301373	787-10 Aircraft Open Configuration and Other Matters	SA-1
UAL-PA-03860-LA-1301375	Provisions Relating to Customer's *** for 787-10 Aircraft	SA-1
UAL-PA-03860-LA-1301377	787-10 ***	SA-1
UAL-PA-03860-LA-1301377A1	787-10 *** – Amendment 1	SA-4
UAL-PA-03860-LA-1301380	787-10 Program Launch	SA-1
UAL-PA-03860-LA-1500017	Demonstration Flight Waiver	SA-4
UAL-PA-03860-LA-1500059	Installation of Cabin Systems Equipment	SA-4

SUPPLEMENTAL AGREEMENTS	**DATED AS OF**
Supplemental Agreement No. 1	June 17, 2013
Supplemental Agreement No. 2	December 16, 2013
Supplemental Agreement No. 3	July 22, 2014
Supplemental Agreement No. 4	January 14, 2015
Supplemental Agreement No. 5	May 12, 2015
Supplemental Agreement No. 6	**December 31, 2015**

Table 1 to Purchase Agreement No. 3860
787-10 Aircraft with GENX-1B* Engines Delivery, Description, Price and Advance Payments**
(787-10/GE/*)**

Airframe Model/MTOW:	787-10	*** pounds	**Detail Specification:**		***
Engine Model/Thrust:	GENX-1B***[1]	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$ ***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$ ***	**Airframe Escalation Data:**		
Sub-Total of Airframe and Features:		$ ***	**Base Year Index (ECI):**		***
Engine Price (Per Aircraft) :		$ ***[1]	**Base Year Index (CPI):**		***
Aircraft Basic Price (Excluding BFE/SPE):		$ ***	**Engine Escalation Data:**		
Buyer Furnished Equipment (BFE) Estimate:		$ ***	**Base Year Index (ECI):**		***
In-Flight Entertainment (IFE) Estimate:		$ ***	**Base Year Index (CPI):**		***
Refundable Deposit/Aircraft at Proposal Accept:		$ ***			

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)		Serial Number (Subject to Change)	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***

Table 1 to Purchase Agreement No. 3860
787-10 Aircraft with GENX-1B* Engines Delivery, Description, Price and Advance Payments**
(787-10/GE/*)**

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)		Serial Number (Subject to Change)	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	**	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	**	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	**	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	**	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	**	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	**	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	**	***	$ ***	$ ***	$ ***	$ ***	$ ***

Total:	23

1 Engine model, thrust and pricing are subject to *** to deliver GEnx-1B*** thrust rating at GEnx-1B*** price.
* *** Escalation Factors***
** *** Escalation Factors***

Table 1 to Purchase Agreement No. 3860
787-9 Aircraft Delivery, Description, Price and Advance Payments for * Firm 787-9 Aircraft**
(787-9/GE/*)**

Airframe Model/MTOW:	787-9	*** pounds[1]	**Detail Specification:**		***
Engine Model/Thrust:	GENX-1B***[2]	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$ ***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$ ***	**Airframe Escalation Data:**		
Sub-Total of Airframe and Features:		$ ***	**Base Year Index (ECI):**		***
Engine Price (Per Aircraft):		$ ***	**Base Year Index (CPI):**		***
Aircraft Basic Price (Excluding BFE/SPE):		$ ***	**Engine Escalation Data:**		
Buyer Furnished Equipment (BFE) Estimate:		$ ***	**Base Year Index (ECI):**		***
In-Flight Entertainment (IFE) Estimate:		$ ***	**Base Year Index (CPI):**		***

Scheduled Delivery Date	**Number of Aircraft**	**Escalation Factor (Airframe)**	**Escalation Factor (Engine)**	**Serial Number**	**Escalation Estimate Adv Payment Base Price Per A/P**	**Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):** *** ***	*** ***	*** ***	*** ***
Block C Aircraft [1,2,3]									
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
Total Block C	***								

1 MTOW provided in accordance with MTOW Article 3.2 of Letter Agreement 6-1162-RCN-1936.
2 Conditional on a GE agreement to deliver Genx-1B*** thrust rating at the Genx-1B*** price.
3 The Block C Aircraft shall be considered Block B Aircraft as defined pursuant to *** for purposes of Letter Agreement 6-1162-RCN entitled "***".
4 The *** 787-9 Aircraft specified above are "Block C Aircraft" as such term is defined in ***, as amended and supplemented ***.

Attachment B-1 to Letter Agreement UAL-PA-03860-LA-120965R1
787-10 Option Aircraft with GENX-1B*
Engines Delivery, Description, Price and Advance Payments
(787-10/GE/*)**

Airframe Model/MTOW:	787-10	*** pounds	**Detail Specification:**	***	
Engine Model/Thrust:	GENX-1B***[1]	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$ ***	**Engine Price Base Year/Escalation Formula:[2]**	***	***
Optional Features:		$ ***	**Airframe Escalation Data:**		
Sub-Total of Airframe and Features:		$ ***	**Base Year Index (ECI):**	***	
Engine Price (Per Aircraft):		$ ***[1]	**Base Year Index (CPI):**	***	
Aircraft Basic Price (Excluding BFE/SPE):		$ ***	**Engine Escalation Data:**		
Buyer Furnished Equipment (BFE) Estimate:		$ ***	**Base Year Index (ECI):**	***	
In-Flight Entertainment (IFE) Estimate:		$ ***	**Base Year Index (CPI):**	***	
Non-Refundable Deposit/Aircraft at Def Agreement		$ ***			

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Option Exercise Expiry Date	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***++	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***++	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***

Attachment B-1 to Letter Agreement UAL-PA-03860-LA-120965R1
787-10 Option Aircraft with GENX-1B*
Engines Delivery, Description, Price and Advance Payments
(787-10/GE/*)**

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Option Exercise Expiry Date	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
Total:	***								

1 Engine model, thrust and pricing are subject to *** to deliver GEnx-1B*** thrust rating at GEnx-1B*** price.
2 Base year pricing is subject to engine manufacturer confirmation.
* The option exercise expiry date for the *** 787-10 Option Aircraft (as specified above) supersedes §4.1 of Letter Agreement UAL-PA-03860-LA-1209265R1 entitled "Option Aircraft"
++ The delivery schedule for the *** 787-10 Option Aircraft is a nominal delivery month and is subject to revision by plus or minus one month. Boeing will advise Customer of the scheduled delivery month at the time of Customer's exercise of its rights.

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1209413A1R2

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Special Matters — Amendment 1

Reference: Purchase Agreement No. 3860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. relating to Model 787 aircraft (**Aircraft**)

This letter agreement UAL-PA-03860-LA-1209413A1R2 (**Amending Letter Agreement**) amends and supplements the Purchase Agreement and amends and supplements certain terms in Letter Agreement UAL-PA-03860-LA-1209413 (the **Letter Agreement**), and supersedes and replaces in its

and amends and supplements certain terms in Letter Agreement UAL-PA-03860-LA-1209413 (the **Letter Agreement**), and supersedes and replaces in its entirety letter agreement UAL -PA -03860 -LA-1209413A1R1. All terms used and not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. Amendments to Article 1 of the Letter Agreement.

New Article 1.4 is hereby added as follows:

1.4. The parties agree that the *** 787-*** Aircraft added by SA-6 with delivery months during

(i) ***; and

(ii) ***

shall, if Customer exercises its rights in such 787-*** Aircraft, be deemed to be 787-*** Aircraft for all purposes under the Purchase Agreement and thereby remain entitled to the corresponding 787-*** Aircraft credit memoranda.

2. Amendments to Article 4 of the Letter Agreement.

4.4 Special *** Provisions for the Launch Aircraft. With respect to

(i) the *** 787-10 Aircraft listed in Table 1 to the Purchase Agreement as of the effective date of Supplemental Agreement No. 6 to the Purchase Agreement and

(ii) the *** 787-*** Aircraft specified in Figure 1 below; (787-10 Aircraft and 787-*** Aircraft specified in (i) and (ii) herein are each a **Launch Aircraft**), the parties agree that *** of the Article 4.1 *** obligation will be *** delivery of each Launch Aircraft (**Launch Aircraft *** Obligation**). At time of delivery of each Launch Aircraft, Boeing will *** to *** the Launch Aircraft *** Obligation.

Figure 1

Model	*** Aircraft Delivery Month/Quarter at the Effective Date of this Letter Agreement
787-***	***
787-***	***
787-***	***
787-***	***

3. Confidential Treatment.

Boeing and Customer understand that certain information contained in this Letter Agreement, including any attachments hereto, is considered by both parties to be confidential. Boeing and Customer agree that each party will treat this Letter Agreement and the information contained herein as confidential and will not, without the other party's prior written consent, disclose this Letter Agreement or any information contained herein to any other person or entity except as may be required by applicable law or governmental regulations.



Very truly yours,

THE BOEING COMPANY

By: /s/ I. L. Krueger

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: December 31, 2015

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President - Finance and acting Chief Financial Officer

Exhibit 10.25

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

Supplemental Agreement No. 7

to

Purchase Agreement No. 3860

between

The Boeing Company

and

United Airlines, Inc.

Relating to Boeing Model 787 Aircraft

THIS SUPPLEMENTAL AGREEMENT No. 7 (**SA-7**), entered into as of March 7, 2016, by and between THE BOEING COMPANY (**Boeing**) and UNITED AIRLINES, INC. (**Customer**);

WHEREAS, the parties hereto entered into Purchase Agreement No. 3860 dated September 27, 2012, as amended and supplemented (**Purchase Agreement**), relating to the purchase and sale of Boeing model 787 aircraft (**Aircraft**). This Supplemental Agreement is an amendment to the Purchase Agreement;

WHEREAS, Boeing and Customer agree *** 787- *** with *** Aircraft under *** and *** 787-*** Aircraft as follows:

Figure 1

	Aircraft Type Prior to SA-7	Manufacturer Serial Number	Original Delivery Month	Aircraft Type Commencing With SA-7	Manufacturer Serial Number	*** Month
***	***	***	***	***	***	***

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

(i) Boeing and Customer agree that such *** 787-*** Aircraft *** to the Purchase Agreement as *** Aircraft as such terms are defined in Purchase Agreement No. 2484 dated December 29, 2004, as amended and supplemented (**Purchase Agreement 2484**) for all purposes of Purchase Agreement 2484 and are further identified in Figure 2 below.

Figure 2

Delivery Month
***

(ii) Boeing and Customer agree to *** the following *** 787-*** Aircraft in the delivery months with *** dates as specified below in Figure 3:

Figure 3

Model	*** 787-*** Aircraft Delivery Month
***	***

1. Table of Contents.

The "Table of Contents" is deleted in its entirety and replaced with the attached "Table of Contents" (identified by "SA-7").

2. Tables.

2.1. Table 1 entitled "*787-10 Aircraft with GENX-1B*** Engines Delivery, Description, Price and ****" is deleted in its entirety and replaced with the

attached similarly titled "Table 1" (identified by "SA-7").

2.2. Table 1 entitled "*787-9 Aircraft Delivery, Description, Price and *** for *** Firm 787-9 Aircraft* is deleted in its entirety and replaced with the attached Table 1 entitled "*787-9 Aircraft Delivery, Description, Price and ****" (identified by "SA-7").

3. Supplemental Exhibits.

Supplemental Exhibit BFE1 relating to Boeing Model 787-*** aircraft is deleted in its entirety and replaced with the similarly titled supplemental exhibit (identified by "SA-7").

4. Letter Agreements.

4.1. Attachment B-1 to Letter Agreement UAL-PA-03860-LA-1209265R1 entitled "*787-*** with GENX-1B*** Engines: *** Aircraft Delivery, Description, Price and ***"* is deleted in its entirety and replaced with the attached Attachment B-1 (identified by "SA-7").

4.2. Letter Agreement UAL-PA-03860-LA-1209413A1R2 entitled "*Special Matters - Amendment 1"* is deleted in its entirety and replaced with Letter Agreement UAL-PA-03860-LA-1209413A1R3 (identified by "SA-7").

4.3. Letter Agreement UAL-PA-03860-LA-1301375 entitled "*Provisions Relating to Customer's *** for 787-10 Aircraft"* is deleted in its entirety and replaced with Letter Agreement UAL-PA-03860-LA-1301375R1 (identified by "SA-7").

5. Miscellaneous.

Boeing and Customer agree to *** by Boeing from Customer as follows:

***

The resulting aggregate *** Supplemental Agreement No. 7. Such resulting *** of this Supplemental Agreement No. 7.

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

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

THE BOEING COMPANY	**UNITED AIRLINES, INC.**
/s/ Irma L Krueger	/s/ Gerald Laderman
Signature	Signature
Irma L Krueger	Gerald Laderman
Printed Name	Printed Name
Attorney-in-Fact	Senior Vice President – Finance and acting Chief Financial Officer
Title	Title

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Supplemental Agreement No. 1	June 17, 2013
Supplemental Agreement No. 2	December 16, 2013
Supplemental Agreement No. 3	July 22, 2014
Supplemental Agreement No. 4	January 14, 2015
Supplemental Agreement No. 5	May 12, 2015
Supplemental Agreement No. 6	December 31, 2015
Supplemental Agreement No. 7	**March 7, 2016**

Table 1 to
Purchase Agreement No. 3860
787-10 Aircraft with GENX-1B* Engines Delivery, Description, Price and ***
(787-10/GE/*)**

Airframe Model/MTOW:	787-10	*** pounds	#	**Detail Specification:**	***
Engine Model/Thrust:	GENX-1B***[1]	*** pounds		**Airframe Price Base Year/Escalation Formula:**	*** ***
Airframe Price:		$ ***		**Engine Price Base Year/Escalation Formula:**	*** ***
Optional Features:		$ ***		**Airframe Escalation Data:**	
Sub-Total of Airframe and Features:		$ ***		**Base Year Index (ECI):**	***
Engine Price (Per Aircraft) :		$ ***	**1**	**Base Year Index (CPI):**	***
Aircraft Basic Price (Excluding BFE/SPE):		$ ***		**Engine Escalation Data:**	
Buyer Furnished Equipment (BFE) Estimate:		$ ***		**Base Year Index (ECI):**	***
In-Flight Entertainment (IFE) Estimate:		$ ***		**Base Year Index (CPI):**	***

# of Aircraft	Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	See footnote for escalation forecast being used	Serial Number +	Escalation Estimate*** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***	***	***	***	****	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	****	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	****	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	****	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	****	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	****	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	****	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	****	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	****	*	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	**	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	**	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	**	***	$ ***	$ ***	$ ***	$ ***	$ ***
	Total:	***									

Table 1 to
Purchase Agreement No. 3860
787-10 Aircraft with GENX-1B* Engines Delivery, Description, Price and ***
(787-10/GE/*)**

# of Aircraft	Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	See footnote for escalation forecast being used	Serial Number +	Escalation Estimate*** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery):			
								***	***	***	***
								***	***	***	***

1 Engine model, thrust and pricing are subject to GE agreement with Customer, i.e., to deliver GEnx-1B***.

* *** Escalation Factors ***

** *** Escalation Factors ***

Purchased *** pounds. Aircraft are eligible for the provisions of Letter Agreement UAL-PA-03860- LA-1301375R1 entitled "Provisions Relating to Customer's *** for 787-10 Aircaft"

+ Serial Numbers Idenitfied are for informational purposes only and subject to change

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Table 1
Purchase Agreement No. 3860
787-9 Aircraft Delivery, Description, Price and *
(787-9/GE/*)**

Airframe Model/MTOW:	787-9	*** pounds[1]	**Detail Specification:**		***
Engine Model/Thrust:	GENX-1B***[2]	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$ ***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$ ***	**Airframe Escalation Data:**		
Sub-Total of Airframe and Features:		$ ***	**Base Year Index (ECI):**		***
Engine Price (Per Aircraft):		$ ***	**Base Year Index (CPI):**		***
Aircraft Basic Price (Excluding BFE/SPE):		$ ***	**Engine Escalation Data:**		
Buyer Furnished Equipment (BFE) Estimate:		$ ***	**Base Year Index (ECI):**		***
In-Flight Entertainment (IFE) Estimate:		$ ***	**Base Year Index (CPI):**		***

Refundable Deposit/Aircraft at Proposal Accept: $ *** +

# of Aircraft	Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Serial Number	Escalation Estimate*** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery): *** ***	*** ***	*** ***	*** ***
	Block C Aircraft [1, 2, 3, 4]									
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	+***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	+***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	+***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	+***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	+***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
	Total Block C	***								

+*** for each of the aircraft marked with a "+" is $*** & is calculated as follows:
Step 1: Funds from ***
Step 2: Funds from ***
Step 3: Deposits ***
Step 4: Resulting sum of ***

Table 1 Purchase Agreement No. 3860
787-9 Aircraft Delivery, Description, Price and *
(787-9/GE/*)**

# of Aircraft	Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Serial Number	Escalation Estimate*** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery): *** ***	*** ***	*** ***	*** ***

1 MTOW provided in accordance with MTOW Article 3.2 of Letter Agreement 6-1162-RCN-1936.

2 Engine model, thrust and pricing are subject to GE agreement with Customer, i.e., to deliver GEnx-1B***.

3 The Block C Aircraft shall be considered Block B Aircraft as defined pursuant to *** & for purposes of Letter Agreement 6-1162-RCN-1939 entitled ***.

4 The *** specified above are "Block C Aircraft" as such term is defined in *** for all purposes of***, EXCEPT as in footnote 3 above.

* Serial Numbers Idenitfied are for informational purposes only and subject to change

BUYER FURNISHED EQUIPMENT VARIABLES

between

THE BOEING COMPANY

and

UNITED AIRLINES, Inc,

Supplemental Exhibit BFE1

to Purchase Agreement Number 3860

relating to

BOEING MODEL 787-* AIRCRAFT**

BOEING / UNITED AIRLINES, INC. PROPRIETARY

BUYER FURNISHED EQUIPMENT VARIABLES

relating to

BOEING MODEL 787-* AIRCRAFT**

This Supplemental Exhibit BFE1 contains supplier selection dates, on-dock dates and other requirements applicable to the Aircraft.

1. Supplier Selection.

Customer will:

Select and notify Boeing of the suppliers and model/part of the following BFE items by the first day of the following months:

***

2. On-dock Dates and Other Information.

On or before ***, Boeing will provide to Customer BFE requirements, electronically in My Boeing Fleet (**MBF**) through My Boeing Configuration (**MBC**) or by other means, setting forth the items, quantities, technical reviews, on-dock dates, shipping instructions and other requirements relating to the in-sequence installation of BFE. These requirements may be periodically revised by Boeing. Customer and Boeing rights and obligations related to the BFE requirements established in this Supplemental Exhibit BFE1 are set forth in Exhibit A to the AGTA. For planning purposes, the *** Aircraft preliminary BFE seat requirements and preliminary on-dock dates for all BFE items are set forth below.

2.1 The below "Completion Date" represents the first day of the month by when the specific milestone must be completed to support the BFE seat program.

Customer's* Aircraft: BFE*** Class Seat and*** Milestones (*** Aircraft Delivery Only)**

Milestone	Completion Date
***	***

The above schedule dates are subject to change based on the dates negotiated and agreed to at the ITCM.

2.2 Preliminary On-Dock and Customer Inspection Months: All requirements are set forth below. If a month is listed, then the due date is the first day of the month. If no date is listed, then there is no requirement.

***

3. Additional Delivery Requirements - Import.

Customer will be the "**importer of record**" (as defined by the U.S. Customs and Border Protection) for all BFE imported into the United States, and as such, it has the responsibility to ensure all of Customer's BFE shipments comply with U.S. Customs Service regulations. In the event Customer requests Boeing, in writing, to act as importer of record for Customer's BFE, and Boeing agrees to such request, Customer is responsible for ensuring Boeing can comply with all U.S. Customs Import Regulations by making certain that, at the time of shipment, all BFE shipments comply with the requirements in the "International Shipment Routing Instructions", including the Customs Trade Partnership Against Terrorism (**C-TPAT**), as set out on the Boeing website referenced below. Customer agrees to include the International Shipment Routing Instructions, including C-TPAT requirements, in each contract between Customer and BFE supplier.

http://www.boeing.com/companyoffices/doingbiz/supplier_portal/index_general.html

BOEING / UNITED AIRLINES, INC. PROPRIETARY

Attachment B-1 to Letter Agreement UAL-PA-03860-LA-120965R1
787-10 * Aircraft with GENX-1B***
Engines Delivery, Description, Price and *
(787-10/GE/*)**

Airframe Model/MTOW:	787-10	*** pounds	#	**Detail Specification:**	***
Engine Model/Thrust:	GENX-1B***1	*** pounds		**Airframe Price Base Year/Escalation Formula:**	*** ***
Airframe Price:		$ ***		**Engine Price Base Year/Escalation Formula:[2]**	*** ***
Optional Features:		$ ***		**Airframe Escalation Data:**	
Sub-Total of Airframe and Features:		$ ***		**Base Year Index (ECI):**	***
Engine Price (Per Aircraft):		$ ***	1	**Base Year Index (CPI):**	***
Aircraft Basic Price (Excluding BFE/SPE):		$ ***		**Engine Escalation Data:**	
Buyer Furnished Equipment (BFE) Estimate:		$ ***		**Base Year Index (ECI):**	***
In-Flight Entertainment (IFE) Estimate:		$ ***		**Base Year Index (CPI):**	***
Non-Refundable Deposit/Aircraft at Def Agreement		$ ***	+		

							*** Per Aircraft (Amts. Due/*** Prior to Delivery):			
# of Aircraft	**Delivery Date**	**Number of Aircraft**	**Escalation Factor (Airframe)**	**Escalation Factor (Engine)**	**Option Exercise Expiry Date**	**Escalation Estimate*** Base Price Per A/P**	***	***	***	***
							***	***	***	***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
	Total:	***								

1 Engine model, thrust and pricing are subject to GE agreement with Customer, i.e., to deliver GEnx-1B***.

2 Base year pricing is subject to confirmation by Customer with engine manufacturer.

\+ If Customer does ***, Boeing will *** for that *** Aircraft and *** by Customer or United Continental Holdings, Inc. on any Boeing ***. If ***, then *** for Boeing *** and ***.

\# Purchased MTOW is *** pounds. Aircraft are eligible for the provisions of Letter Agreement UAL-PA-03860- LA-1301375R1 entitled "Provisions Relating to Customer's *** for 787-10 Aircraft"

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1209413A1R3

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Special Matters — Amendment 1
Reference: Purchase Agreement No. 3860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. relating to Model 787 aircraft (**Aircraft**)

This letter agreement UAL-PA-03860-LA-1209413A1R3 (**Amending Letter Agreement**) amends and supplements the Purchase Agreement and amends and supplements certain terms in Letter Agreement UAL-PA-03860-LA-1209413 (the **Letter Agreement)),** and supersedes and replaces in its entirety letter agreement UAL-PA-03860-LA-1209413A1R2. All terms used and not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. Amendments to Article 1 of the Letter Agreement.

Article 1.4 was added by SA-6 to address the *** 787-*** Aircraftc at such time.

Subsequent to SA-6, the parties have agreed to a *** terms under SA-7 that serve to cancel such 787-*** Aircraft.

Accordingly, Article 1.4 is deleted by SA-7.

BOEING / UNITED AIRLINES, INC. PROPRIETARY

2. Amendments to Article 4 of the Letter Agreement.

Article 4.4 is amended as follows:

4.4 *** Provisions for the Launch Aircraft. For the avoidance of doubt, the Launch Aircraft will be redefined to mean the *** 787-*** Aircraft purchased by Customer. The parties agree that *** of the Article 4.1 *** obligation will be *** delivery of each Launch Aircraft (**Launch Aircraft *** Obligation**). At time of delivery of each Launch Aircraft, Boeing will *** to *** the Launch Aircraft *** Obligation.

3. Confidential Treatment.

Boeing and Customer understand that certain information contained in this Letter Agreement, including any attachments hereto, is considered by both parties to be confidential. Boeing and Customer agree that each party will treat this Letter Agreement and the information contained herein as confidential and will not, without the other party's prior written consent, disclose this Letter Agreement or any information contained herein to any other person or entity except as may be required by applicable law or governmental regulations.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L Krueger

Its: Attorney-In-Fact



ACCEPTED AND AGREED TO this

Date: March 7, 2016

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President – Finance and acting Chief Financial Officer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1301375R1

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Provisions Relating to Customer's*** for 787-10 Aircraft

Reference: Purchase Agreement No. 3860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 787aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used and not defined in this Letter Agreement have the same meaning as in the Purchase Agreement. This Letter Agreement replaces and supersedes Letter Agreement UAL-PA-03860-LA-1301375 dated June 17, 2013.

Subject to the terms, provisions, and conditions described herein, Boeing *** to Customer *** 787-10 Aircraft (**787-10 Aircraft)**, as of the effective date (**Effective Date**) of the ***.

1. Customer's ***.

Boeing *** to Customer, at a charge as described in paragraph 3 below, *** 787-10 Aircraft ***. The Effective Date of such *** shall be the date that Boeing provides ***, unless otherwise mutually agreed to. *** for the applicable 787-10 Aircraft is ***. Boeing will use its best reasonable efforts to provide *** not later than *** after receipt of Customer's written request.

2. ***.

At the time of delivery of each 787-10 Aircraft, or *** after delivery of a 787-10 Aircraft, *** Customer. Such *** shall be ***, identifying the 787-10 Aircraft Manufacturer's Serial Number (**MSN**), the delivery date and the Effective Date of ***. The *** shall also indicate ***. Customer may *** subsequent to the Effective Date. If ***, then Customer *** as outlined in paragraph 3 below.

3. ***.

*** in accordance with either the *** set forth below, at Customer's option.

3.1. *** 787-10 Aircraft.

If Customer elects to ***, then Customer shall ***

***

BOEING / UNITED AIRLINES, INC. PROPRIETARY

3.2 ***.

3.3 ***.

3.4 Customer's ***.

If Customer ***, the price for such *** shall be calculated as follows:

***

3.5 ***.

4. ***.

4.1 ***.

4.2 ***.

5. ***.

6. ***.

7. Confidential Treatment.

Boeing and Customer understand that certain information contained in this Letter Agreement, including any attachments hereto, is considered by both parties to be confidential. Boeing and Customer agree that each party will treat this Letter Agreement and the information contained herein as

confidential and will not, without the other party's prior written consent, disclose this Letter Agreement or any information contained herein to any other person or entity except as may be required by applicable law or governmental regulations.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L Krueger

Its: Attorney-in-Fact



ACCEPTED AND AGREED TO this

Date: March 7, 2016

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President – Finance and acting Chief Financial Officer

Attachment A to
Letter Agreement UAL-PA-03860-LA-1301375R1

Date: _____

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Attention: ***

Reference: Letter Agreement UAL-PA-03860-LA-1301375R1 to Boeing/UAL Purchase Agreement 3860

Transmitted by email

***

Very truly yours,

THE BOEING COMPANY

By: _____

Its: _____

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-03860-LA-1503203

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Model 787-*** FlightTest Certification Program

References: (1) Aircraft General Terms Agreement between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) identified as AGTA-UAL (**AGTA**); and

(2) Purchase Agreement No. 03860 (**Purchase Agreement**) between Boeing and Customer relating to Model 787 aircraft (**Aircraft**)

Ladies and gentlemen:

This letter agreement (**Letter Agreement**) supplements the Purchase Agreement, and documents the agreement between the parties in connection with Boeing's use of *** 787-*** Aircraft for flight and ground testing required to support the development, testing and certification of the 787-*** aircraft, as more fully described below. All terms used but not defined in this Letter Agreement shall have the same meaning as in the corresponding Purchase Agreement.

Boeing and Customer agree that *** Boeing Model 787-*** Aircraft (*** scheduled to deliver in *** (such delivery *** shown in Column 5 of Figure 1) will be used by Boeing in its flight test program prior to delivery of such Aircraft for obtaining (i) the FAA Type and Airworthiness Certificates for the standard Model 787-*** aircraft, (ii) for any other testing required by the FAA, (iii) for any testing required by the European Aviation Safety Agency (EASA), (iv) for ETOPS program testing and (v) for Boeing developmental tests. The *** UAL Flight Test Aircraft are hereinafter collectively referred to as the **Test Aircraft** and such test programs are hereinafter referred to collectively as the **Test Program**.

BOEING

The Test Aircraft will be manufactured early, flight tested, refurbished and delivered to Customer in their scheduled delivery months pursuant to Table 1 of the Purchase Agreement. It is hereby agreed that Customer will accept delivery of the Test Aircraft *** thereof on account of the *** resulting from the Test Program subject to the provisions set forth herein. The Test Program for *** specified in Column 2 of the following Figure 1. Note: The *** specified in Columns 3 and 4 of Figure 1 are for purposes only.

Figure 1

Column 1	*Column 2*	*Column 3*	*Column 4*	*Column 5*
Aircraft	***	***	***	**Delivery Month/Year**
***	***	***	***	***
***	***	***	***	***

If, during the Test Program, Boeing determines it will *** specified in Figure 1 for an applicable Test Aircraft, then Boeing agrees

to so notify Customer. In such an event, Boeing ***.

1. Test Aircraft Refurbishment.

Boeing will refurbish each Test Aircraft prior to the date of its first Customer demonstration flight under the Purchase Agreement to ensure such Test Aircraft is in compliance with the Detail Specification. ***. Analysis, inspections, and determination of repairs or replacements will be performed to Boeing standards and reasonably acceptable to Customer in accordance with the 787 Inspection Process. *** (if any) shall be subject to discussion between Boeing and Customer so as to determine the most reasonable and practicable ***, and Boeing shall be responsible for *** and reasonably acceptable to Customer in accordance with the 787 Inspection Process. The *** will be in a flight test livery during the Test Program until the ***.

2. Removal of Wiring and Test Instrumentation.

The wiring installation in the Test Aircraft will be the same as in the other Aircraft being purchased by Customer under the Purchase Agreement,



*** permitted by contract and ***. Boeing shall use reasonable best efforts to remove all flight test wiring and instrumentation to the extent practicable *** Test Aircraft under the Purchase Agreement. Boeing will provide Customer with a written report of *** Test Aircraft. *** Test Aircraft systems at delivery to Customer.

3. Change Notice and Service Bulletin Incorporation.

During the refurbishment of the Test Aircraft, Boeing will incorporate all applicable Change Notices (**CN**s) (or otherwise referred to as Production Revision Records (**PRR**s)) and service bulletins which are released by Boeing for incorporation in other Aircraft scheduled for delivery to Customer prior to the scheduled delivery of the Test Aircraft except for any such CNs and/or service bulletins which ***. Boeing will review its plans for incorporation of such CNs and service bulletins with Customer prior to the refurbishment of the Test Aircraft. Any delay in the delivery of the Test Aircraft resulting from the incorporation of such CNs and/or service bulletins shall be *** of the AGTA. If the reason for not incorporating any such CN or service bulletin is the unavailability of retrofit kits, Boeing will ***

4. Engine ***.

, the engines used for the Test Program will *** GEnx-1B engines *** to provide Customer with the GEnx-1B***.

5. Life Limited Parts.

Prior to delivery of the Test Aircraft, Boeing will:

(i) ***; and

(ii) issue to Customer a credit memorandum equal to the *** during the Test Program) of the ***.

If other life limited parts on the Test Aircraft are degraded beyond a reasonable level before delivery of the Test Aircraft to Customer, ***.

6. Aircraft Maintenance.

Boeing will maintain the Test Aircraft to Boeing standards. Boeing will accomplish all required maintenance and inspections consistent with the accumulated hours, cycles and days on the Test Aircraft, prior to their delivery. At time of Test Aircraft delivery, Boeing will provide Customer a maintenance log in Customer's format with one Maintenance Check Completion Status Summary report provided in the delivery package. The Maintenance Review Board Report will be used to set the starting level of Customer's maintenance program at the time of Test Aircraft delivery.

All Maintenance Planning Document (MPD) scheduled maintenance tasks that are driven by calendar time will start at delivery of the Test Aircraft to Customer ***.

7. Warranty.

The terms and conditions of the Product Assurance Document (Exhibit C to the AGTA) will ***. If any Boeing supplier, except the engine manufacturer, refuses to honor any valid warranty claim submitted by Customer *** relating to the Test Program or refurbishment, Boeing will ***.

8. Flight Test BFE Matters.

If BFE provided by the Customer to Boeing for installation on a Test Aircraft is damaged or otherwise requires replacement prior to delivery of such Test Aircraft to Customer, then Boeing *** by Customer to its BFE supplier(s).

9. Other Terms and Conditions.

All terms and conditions relating to the manufacture, sale and purchase of the Aircraft as set forth in the Purchase Agreement will remain in full force and effect for the Test Aircraft, except as supplemented by the provisions set forth herein.



10. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-04308-LA-1404407 of Purchase Agreement No. 04308 between the parties relating to Model 777-*** aircraft entitled "Privileged and Confidential Matters".

Very truly yours,

THE BOEING COMPANY

By /s/ Irma L. Krueger

Its Attorney-In-Fact

AGREED AND ACCEPTED this 5th day of May of 2016

UNITED AIRLINES, INC.

/s/ Ron Baur
Signature

Ron Baur
Printed Name

VP Feet
Title

Exhibit 10.27

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

Supplemental Agreement No. 8

to

Purchase Agreement No. 3860

between

The Boeing Company

and

United Airlines, Inc.

Relating to Boeing Model 787 Aircraft

THIS SUPPLEMENTAL AGREEMENT No. 8 (**SA-8**), entered into as of June 15, 2017, by and between THE BOEING COMPANY (**Boeing**) and UNITED AIRLINES, INC. (**Customer**);

WHEREAS, the parties hereto entered into Purchase Agreement No. 3860 dated September 27, 2012, as amended and supplemented (**Purchase Agreement**), relating to the purchase and sale of Boeing model 787 aircraft (**Aircraft**). This Supplemental Agreement is an amendment to the Purchase Agreement;

WHEREAS, Boeing and Customer agree to modify language in the Special Matters Letter;

WHEREAS, Boeing and Customer agree to *** of *** model 787-*** aircraft.

	Manufacturer Serial Number	Original Delivery Month Prior to SA-8	New Delivery Month Commencing With SA-8
***	***	***	***

WHEREAS, Boeing and Customer agree to incorporate a reciprocal confidentiality agreement for elements relating to the Purchase Agreement;

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

1. Table of Contents.

The "Table of Contents" is deleted in its entirety and replaced with the attached "Table of Contents" (identified by "SA-8").

BOEING / UNITED AIRLINES, INC. PROPRIETARY

2. Tables.

Table 1 entitled "*787-*** Aircraft with GENX-1B*** Engines Delivery, Description, Price and ****" is deleted in its entirety and replaced with the attached similarly titled "Table 1" (identified by "SA-8").

3. Letter Agreements.

3.1. Letter Agreement UAL-PA-03860-LA-1209413R1 entitled "*Special Matters"* is deleted in its entirety and replaced with Letter Agreement UAL-PA-03860-LA-1209413R2 (identified by "SA-8").

3.2. Letter Agreement UAL-PA-03860-LA-1703319_entitled "Privileged and Confidential Matters" (identified by "SA-8") is hereby incorporated into the Purchase Agreement.

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

The rest of this page is left intentionally blank.

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

THE BOEING COMPANY	**UNITED AIRLINES, INC.**
/s/ Irma L Krueger	/s/ Gerald Laderman
Signature	Signature
Irma L Krueger	Gerald Laderman
Printed Name	Printed Name
Attorney-in-Fact	Senior Vice President Finance, Procurement and Treasurer
Title	Title

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BOEING / UNITED AIRLINES, INC. PROPRIETARY

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Supplemental Agreement No. 1	June 17, 2013
Supplemental Agreement No. 2	December 16, 2013
Supplemental Agreement No. 3	July 22, 2014
Supplemental Agreement No. 4	January 14, 2015
Supplemental Agreement No. 5	May 12, 2015
Supplemental Agreement No. 6	December 31, 2015
Supplemental Agreement No. 7	March 7, 2016
Supplemental Agreement No. 8	**June 15, 2017**

Table 1 to Purchase Agreement No. 3860
787-10 Aircraft with GENX-1B* Engines Delivery, Description, Price and *** (787-10/GE/***)**

Airframe Model/MTOW:	787-10	***pounds #	**Detail Specification:**		***
Engine Model/Thrust:	GENX-1B***1	*** pounds	**Airframe Price Base Year/Escalation Formula:**	***	***
Airframe Price:		$ ***	**Engine Price Base Year/Escalation Formula:**	***	***
Optional Features:		$ ***	**Airframe Escalation Data:**		
Sub-Total of Airframe and Features:		$ ***	**Base Year Index (ECI):**		***
Engine Price (Per Aircraft):		$ ***[1]	**Base Year Index (CPI):**		***
Aircraft Basic Price (Excluding BFE/SPE):		$ ***	**Engine Escalation Data:**		
Buyer Furnished Equipment (BFE) Estimate:		$ ***	**Base Year Index (ECI):**		***
In-Flight Entertainment (IFE) Estimate:		$ ***	**Base Year Index (CPI):**		***

# of Aircraft	**Delivery Date**	**Number of Aircraft**	**Escalation Factor (Airframe)**	**Escalation Factor (Engine)**	**See footnote for escalation forecast being used**	**Serial Number +**	**Escalation Estimate *** Base Price Per A/P**	***** Per Aircraft (Amts. Due/*** Prior to Delivery):**			
								***	***	***	***
								***	***	***	***
***	***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
	Total:	***									

1 Engine model, thrust and pricing are subject to GE agreement with Customer, i.e., to deliver GEnx-1B***.

* *** Escalation Factors ***

** *** Escalation Factors ***

Purchased *** pounds. Aircraft are eligible for the provisions of Letter Agreement UAL-PA-03860- LA-1301375R1 entitled "Provisions Relating to Customer's *** for 787-10 Aircaft"

\+ Serial Numbers Idenitfied are for informational purposes only and subject to change

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

UAL-PA-03860-LA-1209413**R2**

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Special Matters

Reference: Purchase Agreement No. 3860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. relating to Model 787 aircraft ***

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used and not defined in this Letter Agreement have the same meaning as in the Purchase Agreement. This Letter Agreement replaces and supersedes Letter UAL-PA-03860-LA-1209413**R1** dated June 17, 2013

1. ***.

1.1. 787-8 ***.

In consideration of Customer's purchase of 787-8 Aircraft, Boeing *** at the time of delivery of each 787-8 Aircraft and 787-8 *** Aircraft, a *** to Customer in ***. The *** is subject to the *** as *** at the time of delivery. *** may *** to *** at the time of delivery for such Aircraft, or for the *** of Boeing *** and ***, but *** on Aircraft.

1.2. 787-9 ***.

In consideration of Customer's purchase of 787-9 Aircraft, Boeing *** at the time of delivery of each 787-9 Aircraft and 787-9 *** Aircraft, a ***. The *** is subject to the *** as *** at the time of delivery. *** may *** to *** at the time of delivery for such Aircraft, or for the *** of Boeing *** and ***, but *** on Aircraft.

1.3. 787-10 ***.

In consideration of Customer's purchase of 787-10 Aircraft, Boeing *** at the time of delivery of each 787-10 Aircraft and 787-10 *** Aircraft, a ***. The *** is subject to the *** as *** at the time of delivery. *** may *** to *** at the time of delivery for such Aircraft, or for the *** of Boeing *** and ***, but ***.

2. Model 787 ***.

Boeing hereby affirms that the offer contained herein ***. Furthermore, *** for the 787 aircraft *** 787 ***, Boeing will ***to the terms and conditions of the Purchase Agreement to ***.

2.1. 787-8 ***.

Boeing *** at the time of delivery of each 787-8 Aircraft and 787-8 ***Aircraft *** to Customer in ***. The *** is *** as *** at the time of delivery. *** may *** to *** at the time of delivery for such Aircraft, or for the *** of Boeing *** and ***, but ***.

2.2. 787-9 ***.

Boeing *** at the time of delivery of each 787-9 Aircraft and 787-9 *** Aircraft *** to Customer in ***. The *** is *** as *** at the time of delivery. *** may *** to *** at the time of delivery for such Aircraft, or for the *** of Boeing *** and ***, but *** on Aircraft.

3. ***.

Notwithstanding the *** of the Purchase Agreement, Customer ***, for Aircraft ***, and for *** Aircraft that Customer ***.

***	***
***	***
Total	***

4. ***.

4.1. Interest Rate for Firm Aircraft. *** agrees to *** on *** for all firm and *** Aircraft which are *** pursuant to Paragraph 3 of this Letter Agreement ***

4.2. Delivery *** Impact on *** Calculations. If the delivery of any Aircraft is *** due to ***, then interest on *** in respect of such Aircraft will not *** during the time period from ***. Payment of *** that has *** prior to the start of the *** but remains unpaid will be paid on the normal quarterly *** payment schedule set forth in Paragraph 4.1 of this Letter Agreement or on the delivery date of the Aircraft, whichever comes first.

4.3. Boeing Invoice. Boeing shall submit to Customer, not less than *** prior to the end of each quarter, an invoice for *** during each such quarter. Customer's payment is due and payable to Boeing on the first business day of the following month. Boeing's invoice will show *** during the quarter for each Aircraft for which *** have been ***. The invoice will also include *** on *** with respect to other aircraft in other purchase agreements between Customer and Boeing.

4.4. *** for the Launch Aircraft. With respect to (i) the *** 787-10 Aircraft listed in Table 1 to the Purchase Agreement as of the effective date of Supplemental Agreement No. 1 to the Purchase Agreement; (ii) *** 787-10 *** Aircraft and (iii) the *** Aircraft scheduled to deliver in *** if they are *** Aircraft (collectively and each a **Launch Aircraft**), the parties agree that payment of the Article 4.1 interest obligation will be *** of each Launch Aircraft (**Launch Aircraft *** Obligation**). At time of delivery of each Launch Aircraft, Boeing *** to *** the Launch Aircraft *** Obligation.

4.5. Certain ***. Notwithstanding the *** Schedule contained in Table 1 of the Purchase Agreement or the terms set forth in Section 3 herein, Customer may *** for any Aircraft on order as of the date of signing the applicable Purchase Agreement, and for any *** Aircraft in accordance with the terms of Section 3 herein; provided, however, that Customer shall retain the right to either (a) *** set forth in Section 3 herein, and to the extent that Customer *** then Customer's *** Boeing *** shall be *** or (b) *** from time to time by up to *** provided that (1) Boeing *** to such *** and (2) ***.

5. Option Aircraft ***.

5.1. Notwithstanding the amount specified in the Attachment to Option Aircraft Letter Agreement UAL-PA-03860-LA-1209265R1 (**Option Aircraft Letter**) as the Attachment and/or the Option Aircraft Letter is subsequently revised, amended or supplemented, Boeing ***.

5.2. Notwithstanding paragraph 5.1 above, Boeing and Customer agree that for the ***787-*** Aircraft added as part of Supplemental Agreement No. 1, the *** Deposit shall be *** Aircraft. Such *** Deposit has already been received by Boeing for *** 787-10 *** Aircraft. The *** Deposit for the *** Aircraft is due upon signing of Supplemental Agreement No 1 to the Purchase Agreement.

6. ***.

Boeing agrees *** at the time of delivery of each Aircraft a *** in ***. This *** or for Boeing *** and ***.

7. Aircraft Invoices.

Upon Customer request, at the time of Aircraft delivery Boeing agrees to provide a separate invoice addressed to the owner/trustee of such Aircraft specifying the dollar amount to be received at the time of delivery. The dollar amount on the invoice shall be provided by Customer.

8. Assignment of ***.

Customer may not assign the *** described in this Letter Agreement without Boeing's prior written consent ***.



9. Confidential Treatment.

Boeing and Customer understand that certain information contained in this Letter Agreement, including any attachments hereto, is considered by both parties to be confidential. Boeing and Customer agree that each party will treat this Letter Agreement and the information contained herein as confidential and will not, without the other party's prior written consent, disclose this Letter Agreement or any information contained herein to any other person or entity except as may be required by applicable law or governmental regulations.

[The rest of the page is intentionally blank. Signature page follows.]

Very truly yours,

THE BOEING COMPANY

By /s/ Irma L Krueger

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 15, 2017

UNITED AIRLINES, INC.

By /s/ Gerald Laderman

Its Senior Vice President Finance, Procurement and Treasurer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

UAL-PA-03860-LA-1703319

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Privileged and Confidential Matters

Reference: Purchase Agreement No. PA-3860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

Boeing and Customer agree that certain commercial and financial information contained in or transmitted pursuant to the Purchase Agreement and the Aircraft General Terms Agreement (**AGTA**) (together the "Purchase Agreement") between Boeing and Customer and all letter agreements made a part of the Purchase Agreement, including exhibits or attachments thereto are considered by Boeing and Customer as privileged and confidential and the parties agree that the information contained therein or transmitted pursuant to (**Information**) represents confidential business information. Except as specified below, each of Boeing and Customer is prohibited from disclosing the Information to any person, entity, or government agency. Each party shall protect the confidentiality of such Information in the manner similar to how a party protects its own Information of a similar nature, but with no less than a reasonable standard of care. This provision shall not restrict a party from taking any steps necessary to protect and safeguard its interests relating to the Information, including obtaining a protective order or other injunctive relief, where appropriate.

(a) *Employees*. A party may disclose the Information to its own employees who (i) have a need to know the Information for purposes of assisting said party in the evaluation or administration of the Purchase Agreement or such party's business operations and (ii) have been instructed to not disclose the Information except as provided by this Letter Agreement.

(b) *Professional Advisors*. A party may disclose the Information to its auditors, insurers, financial advisors, *** and attorneys ("Professional Advisors") who have a need to know the Information in connection with providing services to said party only when said party has first obtained

BOEING / UNITED AIRLINES, INC. PROPRIETARY

---

from the Professional Advisor a written obligation of confidentiality and restricted use that is no less restrictive than the terms of this Letter Agreement. Each party shall be fully responsible to the other party for the Professional Advisors' compliance with such obligations.

(c) *Regulatory Requirements*. A party may disclose in a regulatory or other government filing that part of the Information which is required by applicable law or regulation to be disclosed in such regulatory or other governmental filings, including filings with the Securities and Exchange Commission ("**SEC**"), but only in accordance with the following requirements:

(i) The disclosing party shall advise the other party in writing of such disclosure requirement prior to making such disclosure to enable the other party to take those steps it deems necessary to protect the Information; and

(ii) The disclosing party shall, as requested by the other party, seek redaction and/or confidential treatment for the Information or parts thereof from the SEC or other applicable regulators.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L Krueger

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: June 15, 2017

United Airlines, Inc.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance,
Procurement and Treasurer

Exhibit 10.28

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-LA-1604287

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Certain *** (**Letter Agreement**)

References:
(1) Aircraft General Terms Agreement between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) identified as AGTA-UAL (**AGTA**);

(2) Purchase Agreement No. 3776 between the parties relating to Model 737-9 aircraft, including Letter Agreement UAL-PA-03776-LA- 1207637 entitled "*** Matters" (**MAX PDP Letter**);

(3) Purchase Agreement No. 3784 between the parties relating to Model 737NG aircraft, including Letter Agreement UAL-PA-03784-LA- 1208155R2 entitled "*** Matters: 737-*** and 2016 737NG Aircraft" (**NG PDP Letter**);

(4) Purchase Agreement No. 3860 between the parties relating to Model 787 aircraft, including Section 3 of Letter Agreement UAL-PA-03860- LA-1209413R1 entitled "Special Matters" (**787 PDP Matters Section of the Special Matters Letter**); and

(5) Purchase Agreement No. 04308 between the parties relating to Model 777-300ER aircraft, including Letter Agreement UAL-PA- 04308-LA-1404408R1 entitled "*** Matters" (**777 PDP Letter**), (references (2) through (5) are referred to herein as the **Purchase Agreement** or **Purchase Agreements** as the context requires).

Ladies and gentlemen:

All terms used but not defined in this Letter Agreement shall have the same meaning as in the corresponding purchase agreement or AGTA, as applicable.



1. *** Matter ***.

Notwithstanding the *** Schedule contained in Table 1 of each of the Purchase Agreements or the terms set forth in the 777 PDP Letter, the 787 PDP Matters Section of the Special Matters Letter, the NG PDP Letter and the MAX PDP Letter (collectively, the **UAL PDP Letters** or **UAL PDP Letter** as the context requires), Customer *** for any Aircraft on order as of the date of signing the applicable Purchase Agreement, and for any *** Aircraft in accordance with the terms of the applicable UAL PDP Letter; provided, however, that Customer shall retain the right to either (a) *** set forth in any of the UAL PDP Letters, and to the extent that Customer *** then Customer's *** shall be *** or (b) *** provided that (1) Boeing *** to such *** and (2) such ***.

2. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-04308-LA-1404407 of the 777 Purchase Agreement entitled "Privileged and Confidential Matters".

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-In-Fact



AGREED AND ACCEPTED this 27th day of December of 2016

UNITED AIRLINES, INC.

/s/ Gerald Laderman
Signature

Gerald Laderman
Printed Name

Senior Vice President Finance,
Procurement and Treasurer
Title

Exhibit 10.29

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

Supplemental Agreement No. 9

to

Purchase Agreement No. 3860

between

The Boeing Company

and

United Airlines, Inc.

Relating to Boeing Model 787 Aircraft

THIS SUPPLEMENTAL AGREEMENT No. 9 (**SA-9**), entered into as of May 31, 2018, by and between THE BOEING COMPANY (**Boeing**) and UNITED AIRLINES, INC. (**Customer**);

WHEREAS, the parties hereto entered into Purchase Agreement No. 3860 dated September 27, 2012, as amended and supplemented (**Purchase Agreement**), relating to the purchase and sale of Boeing model 787 aircraft (**Aircraft**). This Supplemental Agreement is an amendment to the Purchase Agreement;

WHEREAS, Boeing and Customer agree to *** of *** 787-*** Aircraft;

!

WHEREAS, Customer has previously executed documents reflecting Customer acceptance of Configuration Changes for the 787-*** as reflected in Table 1 entitled "787-*** Aircraft Delivery, Description, Price and ***" last revised by Supplemental Agreement 7 to the Purchase Agreement (**787-*** Table 1**), the parties now wish to incorporate an Exhibit A2 aligned with such 787-*** Table 1.

WHEREAS, Customer has previously executed documents reflecting Customer acceptance of Configuration Changes (as that term is defined in Letter Agreement UAL-PA-03860-LA-01373 entitled "*787-*** *Open Configuration and Other Matters*" (**Open Matters Letter for the 787-*****)) through Customer's acceptance of Customer Specific Option Selection Packages A through M for specified Boeing Model 787-*** aircraft (**787-*** Customer Configured Aircraft**).

WHEREAS, Customer and Boeing now desire to conform and further amend the Purchase Agreement to:

(i) Confirm all Customer Configuration Changes;

(i) Confirm all Customer Configuration Changes;

(ii) Revise Table 1 entitled "787-*** Aircraft with GENX-1B*** Engines Delivery, Description, Price and ***" to reflect such Customer Configuration Changes; and

(iii) Replace existing Exhibit A-3 with a revised Exhibit A-3 reflecting the Customer Configuration Changes for the 787-*** Customer Configured Aircraft;

WHEREAS, Customer and Boeing agree to incorporate (i) certain *** revisions; (ii) assignment matter elements; and (iii) *** rights in certain 787-*** Aircraft into the Purchase Agreement;

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

1. Table of Contents.

The "Table of Contents" is deleted in its entirety and replaced with the attached "Table of Contents" (identified by "SA-9").

2. Tables.

Table 1 entitled "*787-*** Aircraft with GENX-1B*** Engines Delivery, Description, Price and ****" is deleted in its entirety and replaced with the attached similarly titled "Table 1" (identified by "SA-9") to incorporate the (i) Customer Configuration Changes for each of the first *** 787-*** Customer Configured Aircraft and (ii) *** of *** 787-*** Aircraft .

3. Exhibits.

3.1. Exhibit A2 relating to *787-*** Aircraft with GENX-1B*** Engines* is replaced in its entirety with a revised Exhibit A2 (identified by "SA-9") is hereby incorporated into the Purchase Agreement to specify the elements comprising the *** Features incorporated in Table 1 entitled "787-*** Aircraft Delivery, Description, Price and ***" (such Table 1 identified by "SA-6").

3.2. Exhibit A3 is replaced in its entirety with a revised Exhibit A3 (identified by "SA-9) to incorporate the Customer Configuration Changes for each 787-*** Customer Configured Aircraft.

4. Letter Agreements.

4.1. Letter Agreement UAL-PA-03860-LA-**1209413R2** entitled "*Special Matters"* is deleted in its entirety and replaced with Letter Agreement UAL-PA-03860-LA-**1209413R3** (identified by "SA-9").

4.2. Letter Agreement UAL-PA-03860-LA-1802899 entitled "Assignment Matters" (identified by "SA-9") is incorporated into the Purchase Agreement.

4.3. Letter Agreement UAL-PA-03860-LA-1802900 entitled "*** Rights for Certain 787 Aircraft" (identified by "SA-9") is incorporated into the Purchase Agreement.

5. Miscellaneous.

Boeing and Customer agree that

(i) *** of *** from Purchase Agreement No. 2484;
(ii) An *** relating to *** Aircraft in the amount of *** from Purchase Agreement No. 2484; and
(iii) *** of *** from this Purchase Agreement

are *** this Supplemental Agreement No. 9.

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

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

THE BOEING COMPANY	**UNITED AIRLINES, INC.**
/s/ Irma L. Krueger	/s/ Gerald Laderman
Signature	Signature
Irma L. Krueger	Gerald Laderman
Printed Name	Printed Name
Attorney-in-Fact	Senior Vice President Finance and acting Chief Financial Officer
Title	Title

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* - Note: There is no Exhibit A1 in this Purchase Agreement

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UAL-PA-03860-LA-1209410	Special Matters Relating to COTS Software and End User License Agreements	
UAL-PA-03860-LA-1209411	Special Terms – Seats and In-flight Entertainment	
UAL-PA-03860-LA-1209417	Model 787 Post-Delivery Software & Data Loading	
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	Attachment B, 787-*** with General Electric GEnx-1B***	SA-1
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UAL-PA-03860-LA-1209413	Spare Parts Commitment	

UAL-PA-03860-LA-1209412	Spare Parts Commitment	
UAL-PA-03860-LA-1209413R3	**Special Matters**	**SA-9**
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6-1162-ELP-0795	***- Boeing ***	
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UAL-PA-03860-LA-1301373	787-*** Aircraft Open Configuration and Other Matters	SA-1
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UAL-PA-03860-LA-1802899	**Assignment Matters**	**SA-9**
UAL-PA-03860-LA-1802900	***** Rights for Certain 787 Aircraft**	**SA-9**

SUPPLEMENTAL AGREEMENTS	DATED AS OF
Supplemental Agreement No. 1	June 17, 2013
Supplemental Agreement No. 2	December 16, 2013
Supplemental Agreement No. 3	July 22, 2014
Supplemental Agreement No. 4	January 14, 2015
Supplemental Agreement No. 5	May 12, 2015
Supplemental Agreement No. 6	December 31, 2015
Supplemental Agreement No. 7	March 7, 2016
Supplemental Agreement No. 8	June 7, 2017
Supplemental Agreement No. 9	**May 31, 2018**

Table 1 to Purchase Agreement No. 3860
787-* Aircraft with GENX-1B*** Engines Delivery, Description, Price and ***
(787-*/GE/***)**

Airframe Model/MTOW:	787-***	*** pounds#	Detail Specification:		***
Engine Model/Thrust:	GENX-1B***[1]	*** pounds	Airframe Price Base Year/*** Formula:	***	***
Airframe Price:		$ ***	Engine Price Base Year/*** Formula:	***	***
*** Features:		$ ***	Airframe *** Data:		
Sub-Total of Airframe and Features:		$ ***	Base Year Index (ECI):		***
Engine Price (Per Aircraft) :		$ ***[1]	Base Year Index (CPI):		***
Aircraft Basic Price (Excluding BFE/SPE):		$ ***	Engine *** Data:		
Buyer Furnished Equipment (BFE) Estimate:		$ ***	Base Year Index (ECI):		***
In-Flight Entertainment (IFE) Estimate:		$ ***	Base Year Index (CPI):		***

# of Aircraft	Delivery Date	Number of Aircraft	*** Factor (Airframe)	*** Factor Factor (Engine)	See footnote for *** forecast being used	Serial Number +	*** Estimate *** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***	***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
	Total:	***									

1 Pursuant to GE agreement: GEnx-1B*** thrust rating at GEnx-1B*** price in ***.
* ** *** Factors ***
# Purchased MTOW is *** pounds. Aircraft are eligible for the provisions of Letter Agreement UAL-PA-03860- LA-1301375R1 entitled "Provisions Relating to Customer's *** for 787-*** Aircraft"
+ Serial Numbers Identified are for informational purposes only and subject to change

787-*** AIRCRAFT CONFIGURATION

between

THE BOEING COMPANY

and

UNITED AIRLINES, INC.

Exhibit A2 to Purchase Agreement Number 3860 for

787-*** Aircraft with GENX-1B*** Engines

AIRCRAFT CONFIGURATION

relating to

BOEING MODEL 787-*** AIRCRAFT

The Detail Specification is Boeing document entitled Detail specification *** (the designator is *** due to the Detail Specification being aligned by manufacturer serial number (**MSN**), e.g., for the 787-*** aircraft bearing MSN ***, the Detail Specification is number ***, Rev (New)). The Detail Specification provides further description of Customer's configuration set forth in this Exhibit A and is derived from ***, dated *** as amended to incorporate the optional features (**Options**) listed below, including the effects on Manufacturer's Empty Weight (**MEW**) and Operating Empty Weight (**OEW**). The Aircraft Basic Price reflects and includes all effects of such Options except such Aircraft Basic Price does not include the price effects of any Buyer Furnished Equipment or Seller Purchased Equipment. As soon as practicable, Boeing will furnish to Customer copies of the Detail Specification, which copies will reflect such Options.

There is no additional processing fee added to the master change price for addition or deletion of catalog options within appropriate lead times.

Option Number	Title	Price Per Aircraft ***	*** Price Per Aircraft ***
***	***	***	***
***	***	***	***
***	***	***	***

Option Number	Title	Price Per Aircraft ***	*** Price Per Aircraft ***
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Option Number	Title	Price Per Aircraft ***	*** Price Per Aircraft ***
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Option Number	Title	Price Per Aircraft	*** Price Per Aircraft
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	TOTAL	***	***

787-*** AIRCRAFT CONFIGURATION

between

THE BOEING COMPANY

and

UNITED AIRLINES, INC.

Exhibit A3 to Purchase Agreement Number 03860 for

787-*** Aircraft with GENX-1B*** Engines

AIRCRAFT CONFIGURATION

relating to

BOEING MODEL 787-*** AIRCRAFT

The Detail Specification is Boeing document entitled Detail specification ***. (The designator is *** due to the Detail Specification being aligned by manufacturer serial number (**MSN**), e.g., for the 787-*** aircraft bearing MSN ***, the Detail Specification is number ***). The Detail Specification provides further description of Customer's configuration set forth in this Exhibit A and will be derived from ***, Revision ***, dated *** as amended to incorporate the optional features (**Options**) listed below, including the effects on Manufacturer's Empty Weight (**MEW**) and Operating Empty Weight (**OEW**). The Aircraft Basic Price reflects and includes all effects of such Options except such Aircraft Basic Price does not include the price effects of any Buyer Furnished Equipment or Seller Purchased Equipment. As soon as practicable, Boeing will furnish to Customer copies of the Detail Specification, which copies will reflect such Options.

There is no additional processing fee added to the master change price for addition or deletion of catalog options within appropriate lead times.

Option Number	Title	*** Price/787-*** Aircraft ***	*** Price/787-*** Aircraft ***
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Option Number	Title	*** Price/787-*** Aircraft ***	*** Price/787-*** Aircraft ***
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Option Number	Title	*** Price/787-*** Aircraft ***	*** Price/787-*** Aircraft ***
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OPTIONS: ***	**TOTALS:**	***	***

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

UAL-PA-03860-LA-1209413**R3**

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Special Matters

Reference: Purchase Agreement No. 3860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. relating to Model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used and not defined in this Letter Agreement have the same meaning as in the Purchase Agreement. This Letter Agreement replaces and supersedes Letter UAL-PA-03860-LA-1209413**R2** dated June 7, 2017

1. ***.

1.1. 787-***.

In consideration of Customer's purchase of 787-*** Aircraft, Boeing *** at the time of delivery of each 787-*** Aircraft and 787-*** Aircraft, a *** to Customer ***. The *** is subject to the *** as *** at the time of delivery. *** may *** to *** at the time of delivery for such Aircraft, or for the *** of Boeing *** and ***, but not for *** on Aircraft.

1.2. 787-***.

In consideration of Customer's purchase of 787-*** Aircraft, Boeing *** at the time of delivery of each 787-*** Aircraft and 787-*** Aircraft, a *** to Customer in ***. The *** is subject to the *** as *** at the time of delivery. *** may *** to *** at the time of delivery for such Aircraft, or for the *** of Boeing *** and ***, but *** on Aircraft.

1.3. 787-***.

In consideration of Customer's purchase of 787-*** Aircraft, Boeing *** at the time of delivery of each 787-*** Aircraft and 787-*** Aircraft, a *** to Customer in ***. The *** is subject to the *** as *** at the time of delivery. *** may *** to *** at the time of delivery for such Aircraft, or for the *** of Boeing *** and ***, but *** on Aircraft.

2. Model 787 ***.

Boeing hereby affirms that the offer contained herein ***. Furthermore, *** for the 787 aircraft *** 787 ***, Boeing will *** to the terms and conditions of the Purchase Agreement to ***.

BOEING / UNITED AIRLIENS, INC. PROPRIETARY

2.1. 787-***.

Boeing *** at the time of delivery of each 787-*** Aircraft and 787-*** Aircraft *** to Customer in ***. The *** is *** as *** at the time of delivery. *** may *** to *** at the time of delivery for such Aircraft, or for the *** of Boeing *** and ***.

2.2. 787-*** Market ***.

Boeing *** at the time of delivery of each 787-*** Aircraft and 787-*** Aircraft *** to Customer in ***. The *** is *** as *** at the time of delivery. *** may *** to *** at the time of delivery for such Aircraft, or for the *** of Boeing *** and ***, but *** on Aircraft.

3. ***.

Notwithstanding the *** of the Purchase Agreement, Customer ***, for Aircraft ***, and for *** Aircraft that Customer ***.

***	*** ***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
Total	***%

4. ***.

4.1. Interest Rate for Firm Aircraft. *** agrees to *** on *** for all firm and *** Aircraft which are *** pursuant to Paragraph 3 of this Letter Agreement ***

4.2. Delivery *** Impact on *** Calculations. If the delivery of any Aircraft is *** due to ***, then interest on *** in respect of such Aircraft will not *** during the time period from *** *** Payment of *** that has *** prior to the start of the *** but remains unpaid will be paid on the normal

quarterly *** payment schedule set forth in Paragraph 4.1 of this Letter Agreement or on the delivery date of the Aircraft, whichever comes first.



4.3. Boeing Invoice. Boeing shall submit to Customer, not less than *** prior to the end of each quarter, an invoice for *** during each such quarter. Customer's payment is due and payable to Boeing on the first business day of the following month. Boeing's invoice will show *** during the quarter for each Aircraft for which *** have been ***. The invoice will also include *** on *** with respect to other aircraft in other purchase agreements between Customer and Boeing.

4.4. *** for the Launch Aircraft. With respect to the first aggregate quantity of *** 787-*** Aircraft to be delivered to Customer under any purchase agreement (collectively and each a **Launch Aircraft**), the parties agree that payment of the Article 4.1 interest obligation will be *** of each Launch Aircraft (**Launch Aircraft *** Obligation**). At time of delivery of each Launch Aircraft, Boeing *** to *** the Launch Aircraft ***Obligation.

4.5. Certain ***. Notwithstanding the *** Schedule contained in Table 1 of the Purchase Agreement or the terms set forth in Section 3 herein, Customer may *** for any Aircraft on order as of the date of signing the applicable Purchase Agreement, and for any *** Aircraft in accordance with the terms of Section 3 herein; provided, however, that Customer shall retain the right to either (a) *** set forth in Section 3 herein, and to the extent that Customer *** then Customer's *** Boeing *** shall be *** or (b) *** from time to time by up to *** provided that (1) Boeing *** to such *** and (2) ***.

5. Option Aircraft ***.

5.1. Notwithstanding the amount specified in the Attachment to Option Aircraft Letter Agreement UAL-PA-03860-LA-1209265R1 (**Option Aircraft Letter**) as the Attachment and/or the Option Aircraft Letter is subsequently revised, amended or supplemented, Boeing ***.

5.2. Notwithstanding paragraph 5.1 above, Boeing and Customer agree that for the *** 787-*** Aircraft added as part of Supplemental Agreement No. 1, the *** Deposit shall be *** Aircraft. Such *** Deposit has already been received by Boeing for *** 787-*** Aircraft. The *** Deposit for the *** Aircraft is due upon signing of Supplemental Agreement No 1 to the Purchase Agreement.

6. ***.

Boeing agrees to *** at the time of delivery of each Aircraft *** in ***. This *** or for Boeing *** and ***.

7. Aircraft Invoices.

Upon Customer request, at the time of Aircraft delivery Boeing agrees to provide a separate invoice addressed to the owner/trustee of such Aircraft specifying the dollar amount to be received at the time of delivery. The dollar amount on the invoice shall be provided by Customer.

8. Assignment of ***.

Customer may not assign the *** described in this Letter Agreement without Boeing's prior written consent ***.

9. Confidential Treatment.

Boeing and Customer understand that certain information contained in this Letter Agreement, including any attachments hereto, is considered by both parties to be confidential. Boeing and Customer agree that each party will treat this Letter Agreement and the information contained herein as confidential and will not, without the other party's prior written consent, disclose this Letter Agreement or any information contained herein to any other person or entity except as may be required by applicable law or governmental regulations.

[The rest of the page is intentionally blank. Signature page follows.]

Very truly yours,

THE BOEING COMPANY

By /s/ Irma L. Krueger

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 31, 2018

UNITED AIRLINES, INC.

By /s/ Gerald Laderman

Its Senior Vice President Finance and acting Chief Financial Officer



The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

UAL-PA-03860-LA-1802899

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Assignment Matters

References: 1) Purchase Agreement No. 03860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**); and

2) Aircraft General Terms Agreement dated as of October 10, 1997 between the parties, identified as AGTA-CAL (AGTA)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement and the AGTA. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement or the AGTA, as the context requires.

1. Assignment of Customer's Interest.

Notwithstanding any statement to the contrary in the Purchase Agreement or the AGTA, Boeing will consent to any reasonable request by Customer to assign the Purchase Agreement to any Customer controlled subsidiary provided that:

1.1 Customer notifies Boeing of its intent to exercise its right to assign Aircraft in writing no less than *** prior to the first day of the scheduled delivery month of the Aircraft to be assigned, or such lesser period as the parties mutually agree;

1.2 Boeing shall not be subject to any additional liability as a result of the assignment which Boeing would not otherwise be subject to under the Purchase Agreement;

1.3 Customer's assignment will include all of its rights and obligations under the Purchase Agreement with respect to the Aircraft and Customer's assignee will assume all of Customer's right and obligations under the Purchase Agreement with respect to the Aircraft.

1.4 Customer's assignee is a controlled subsidiary of Customer at the time of assignment.

1.5 The assignment shall not modify in any respect the continued rights of Boeing under the Purchase Agreement, or require Boeing to divest itself of title to or possession of the Aircraft, or any other things, until delivery thereof and full payment is provided to Boeing; and



1.6 Boeing is provided with an adequate guarantee of performance of all obligations under this Purchase Agreement in a form reasonably satisfactory to Boeing;

2. Assignment.

Except as provided herein, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's ***.

3. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03860-LA-1703319 entitled "Privileged and Confidential Matters".

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: May 31, 2018

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance and acting Chief Financial Officer

BOEING / UNITED AIRLINES, INC. PROPRIETARY

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

UAL-PA-03860-LA-1802900

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: *** Rights for Certain 787 Aircraft

Reference: Purchase Agreement No. 03860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used and not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. In response to Customer's ***, Boeing is *** to the scheduled delivery month of *** 787-*** aircraft (*** **787-*** Aircraft**) specified in Attachment 1 to this Letter Agreement as follows:

1.1 If Customer desires to *** of the scheduled delivery month of the *** 787-*** Aircraft, then Customer must provide written notice to Boeing by a date that is *** (**Approval Deadline**) of its *** the *** delivery month of the *** 787-*** Aircraft (Such notice referred to herein as a *** **Notice** and the *** 787-*** Aircraft included in the *** Notice are defined as the *** **787-*** Aircraft**).

1.1.1 If Customer provides *** Notice pursuant to Section 1.1 above prior to the Approval Deadline in respect of the *** 787-*** Aircraft, then with respect to each of the *** 787-*** Aircraft:

1.1.1.1 The scheduled delivery month *** specified in the column identified as "***" in Attachment 1 to this Letter Agreement.

1.1.1.2 Other than the ***, all rights and obligations of both parties, including the ***, will continue in respect of each of the *** 787-*** Aircraft.

1.1.1.3 The parties agree to use reasonable efforts to execute a definitive supplemental agreement to revise Table 1 of the Purchase Agreement to reflect the *** of each *** 787-*** Aircraft within *** of the date of receipt of the *** Notice by Boeing.

1.1.1.4 Boeing will *** in respect of the *** Aircraft and *** Customer obligations for (i) ***obligations; (ii) amounts due at aircraft delivery or (iii) Customer's *** of Boeing *** and ***.

1.2 Unless Customer provides Boeing with a *** Notice by the Approval Deadline:



1.2.1 The *** for each *** 787-*** Aircraft will be due according to the payment schedule included in Attachment 1 to this Letter Agreement; and

1.2.2 Each *** 787-*** Aircraft shall be deemed a 787-*** Aircraft; or if *** pursuant to Letter Agreement No. UAL-PA-03860-LA-1209236R1 entitled "Model ***", a 787-*** Aircraft or a 787-*** Aircraft, as applicable, for all purposes of the Purchase Agreement including the Letter Agreement entitled "Special Matters".

1.3 The parties agree to execute a revision of Letter Agreement 6-1162-RCN-1935 Amendment 1R5 by no later than December 5, 2018 for actions taken or not taken by Customer as a result of this Letter Agreement.

2. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-03860-LA-1703319 entitled "Privileged and Confidential Matters".

3. Assignment.

Except as provided in Letter Agreement No. UAL-PA-03860-LA-1802899 entitled "Assignment Matters", the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's ***.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-in-Fact



ACCEPTED AND AGREED TO this

Date: May 31, 2018

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Senior Vice President Finance and acting Chief Financial Officer

Attachment 1 to UAL-PA-03860-LA-1802900
*****787-*** Aircraft with GENX-1B*** Engines Delivery, Description, Price**
****
(787-*/GE/***)**

Airframe Model/MTOW:	787-***	*** pounds #	Detail Specification:		***
Engine Model/Thrust:	GENX-1B***[1]	*** pounds	Airframe Price Base Year/*** Formula:	***	***
Airframe Price:		$ ***	Engine Price Base Year/*** Formula:	***	***
*** Features:		$ ***	Airframe *** Data:		
Sub-Total of Airframe and Features:		$ ***	Base Year Index (ECI):		***
Engine Price (Per Aircraft) :		$ ***[1]	Base Year Index (CPI):		***
Aircraft Basic Price (Excluding BFE/SPE):		$ ***	Engine *** Data:		
Buyer Furnished Equipment (BFE) Estimate:		$ ***	Base Year Index (ECI):		***
In-Flight Entertainment (IFE) Estimate:		$ ***	Base Year Index (CPI):		***

# of Aircraft	Delivery Date	Number of Aircraft	*** Factor (Airframe)	*** Factor (Engine)	See footnote for *** forecast being used	Serial Number +	*** Estimate *** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery): *** ***	*** ***	*** ***	*** ***
***	***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
***	***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
	Total:	***									

1 Pursuant to GE agreement: GEnx-1B*** thrust rating at GEnx-1B*** price in ***.
* ** *** Factors ***
# Purchased MTOW is *** pounds. Aircraft are eligible for the provisions of Letter Agreement UAL-PA-03860- LA-1301375R1 entitled "Provisions Relating to Customer's *** for 787-*** Aircraft"

+ Serial Numbers Identified are for informational purposes only and subject to change

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

Supplemental Agreement No. 10

to

Purchase Agreement No. 3860

between

The Boeing Company

and

United Airlines, Inc.

Relating to Boeing Model 787 Aircraft

THIS SUPPLEMENTAL AGREEMENT No. 10 (**SA-10**), entered into as of November 1, 2018, by and between THE BOEING COMPANY (**Boeing**) and UNITED AIRLINES, INC. (**Customer**);

WHEREAS, the parties hereto entered into Purchase Agreement No. 3860 dated September 27, 2012, as amended and supplemented (**Purchase Agreement**), relating to the purchase and sale of Boeing model 787 aircraft (**Aircraft**). This Supplemental Agreement is an amendment to the Purchase Agreement;

The parties to the Purchase Agreement have agreed to *** of *** 787-*** Aircraft;

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

1. Table of Contents.

The "Table of Contents" is deleted in its entirety and replaced with the attached "Table of Contents"

(identified by "SA-10").

2. Tables.

Table 1A entitled "*787-*** Aircraft with GENX-1B*** Engines Delivery, Description, Price and ****" is deleted in its entirety and replaced with the attached similarly titled "Table 1A" (identified by "SA-10") to reflect *** of *** 787-*** Aircraft .

3. Miscellaneous.

3.1. The parties mutually agree that the terms of Letter Agreement UAL-PA-03860-LA-1802900 entitled "*** Rights for Certain 787 Aircraft" have expired.

3.2. Boeing and Customer agree that *** under this Supplemental Agreement No. 10 and shall be due no later than *** days after execution of this SA-10.

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

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

THE BOEING COMPANY	**UNITED AIRLINES, INC.**
/s/ Irma L. Krueger	/s/ Gerald Laderman
Signature	Signature
Irma L. Krueger	Gerald Laderman
Printed Name	Printed Name
Attorney-in-Fact	Executive Vice President and Chief Financial Officer
Title	Title

TABLE OF CONTENTS

ARTICLES		SA NUMBER
Article 1.	Quantity, Model and Description	SA-1
Article 2.	Delivery Schedule	SA-1
Article 3.	Price	SA-1
Article 4.	Payment	SA-1
Article 5.	Additional Terms	SA-1
TABLE		
1	787-*** Aircraft Delivery, Description, Price and ***	SA-7
1A.	**787-*** with GENX-1B*** Engines Aircraft Information Table**	**SA-10**
EXHIBITS		
A2*	787-*** Aircraft Configuration	SA-9
A3.	787-*** Aircraft Configuration	SA-9
B.	Aircraft Delivery Requirements and Responsibilities	

* - Note: There is no Exhibit A1 in this Purchase Agreement

SUPPLEMENTAL EXHIBITS		
AE1.	*** Adjustment/Airframe and *** Features	
BFE1.	BFE Variables for the 787-*** Aircraft	SA-7
CS1.	Customer Support Document	
EE1.	Engine ***/Engine Warranty ***	
SLP1.	Service Life Policy Components	

LETTER AGREEMENTS		**SA NUMBER**
UAL-PA-03860-LA-1209247	787 e-Enabling	
UAL-PA-03860-LA-1209264	Open Configuration Matters Completed: No longer applicable	SA-9
UAL-PA-03860-LA-1209409	Spare Parts Initial Provisioning	
UAL-PA-03860-LA-1209410	Special Matters Relating to COTS Software and End User License Agreements	
UAL-PA-03860-LA-1209411	Special Terms – Seats and In-flight Entertainment	
UAL-PA-03860-LA-1209417	Model 787 Post-Delivery Software & Data Loading	
CONFIDENTIAL LETTER AGREEMENTS		
UAL-PA-03860-LA-1209236R1	Model ***	SA-1
	Attachment A, 787-*** Airframe Pricing of *** Aircraft with General Electric GEnx-1B***	SA-1
	Attachment B, 787-*** with General Electric GEnx-1B***	SA-1
	Attachment C, 787-***with General Electric GEnx-1B***	SA-1
UAL-PA-03860-LA-1209412	Spare Parts Commitment	
UAL-PA-03860-LA-1209413R3	Special Matters	SA-9
UAL-PA-03860-LA-1209413A1R3	Special Matters – Amendment 1	SA-7
UAL-PA-03860-LA-1209414	Other Special Matters	
UAL-PA-03860-LA-1209413A1	Other Special Matters - Amendment 1	SA-1
UAL-PA-03860-LA-1209416R1	Promotional Support	SA-2
UAL-PA-03860-LA-1209430	***	
UAL-PA-03860-LA-1209429	***	

CONFIDENTIAL LETTER AGREEMENTS, continued		**SA NUMBER**
6-1162-ELP-0794	*** Program- ***	
6-1162-ELP-0795	*** Program- ***	
UAL-PA-03860-LA-1301368	*** (787-***)	SA-1
UAL-PA-03860-LA-1301373	787-*** Aircraft Open Configuration and Other Matters	SA-1
UAL-PA-03860-LA-1301375R1	Provisions Relating to Customer's *** for 787-*** Aircraft	SA-7

UAL-PA-03860-LA-1301377	787-***	SA-1
UAL-PA-03860-LA-1301377A1	787- *** – Amendment 1	SA-4
UAL-PA-03860-LA-1301380	787-*** Program Launch	SA-1
UAL-PA-03860-LA-1500017	***	SA-4
UAL-PA-03860-LA-1500059	Installation of Cabin Systems Equipment	SA-4
UAL-PA-03860-LA-1703319	Privileged and Confidential Matters	SA-8
UAL-PA-03860-LA-1802899	Assignment Matters	SA-9
~~**UAL-PA-03860-LA-1802900**~~	~~***** Rights for Certain 787 Aircraft**~~	~~**SA-9**~~

SUPPLEMENTAL AGREEMENTS	**DATED AS OF**
Supplemental Agreement No. 1	June 17, 2013
Supplemental Agreement No. 2	December 16, 2013
Supplemental Agreement No. 3	July 22, 2014
Supplemental Agreement No. 4	January 14, 2015
Supplemental Agreement No. 5	May 12, 2015
Supplemental Agreement No. 6	December 31, 2015
Supplemental Agreement No. 7	March 7, 2016
Supplemental Agreement No. 8	June 7, 2017
Supplemental Agreement No. 9	May 31, 2018
Supplemental Agreement No. 10	**November 1, 2018**

Table 1A to Purchase Agreement No. 3860
787-* Aircraft with GENX-1B*** Engines Delivery, Description, Price and ***
(787-*/GE/***)**

Airframe Model/MTOW:	787-***	*** pounds	#	Detail Specification:	***
Engine Model/Thrust:	GENX-1B***[1]	*** pounds		Airframe Price Base Year/*** Formula:	*** ***
Airframe Price:		$***		Engine Price Base Year/*** Formula:	*** ***
*** Features:		$***		Airframe *** Data:	
Sub-Total of Airframe and Features:		$***		Base Year Index (ECI):	***
Engine Price (Per Aircraft) :		$***	[1]	Base Year Index (CPI):	***
Aircraft Basic Price (Excluding BFE/SPE):		$***		Engine *** Data:	
Buyer Furnished Equipment (BFE) Estimate:		$***		Base Year Index (ECI):	***
In-Flight Entertainment (IFE) Estimate:		$***		Base Year Index (CPI):	***

# of Aircraft	Delivery Date	Number of Aircraft	*** Factor (Airframe)	*** Factor (Engine)	See footnote for *** forecast being used	Serial Number +	*** Estimate *** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery): *** *** *** *** *** *** *** ***
***	***	***	***	***	***	***	$***	$*** $*** $*** $***
	Total:	***						

[1] Pursuant to GE agreement: GEnx-1B***.

* ** *** Factors ***

. Aircraft are eligible for the provisions of Letter Agreement UAL-PA-03860- LA-1301375R1 entitled "Provisions Relating to Customer's *** for 787- Aircraft"

+ Serial Numbers Identified are for informational purposes only and subject to change

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

Supplemental Agreement No. 11

to

Purchase Agreement No. 3860

between

The Boeing Company

and

United Airlines, Inc.

Relating to Boeing Model 787 Aircraft

BOEING / UNITED AIRLINES, INC. PROPRIETARY

THIS SUPPLEMENTAL AGREEMENT No. 11 (**SA-11**), entered into as of December 12, 2018, by and between THE BOEING COMPANY (**Boeing**) and UNITED AIRLINES, INC. (**Customer**);

WHEREAS, the parties hereto entered into Purchase Agreement No. 3860 dated September 27, 2012, as amended and supplemented (**Purchase Agreement**), relating to the purchase and sale of Boeing model 787 aircraft (**Aircraft**). This Supplemental Agreement is an amendment to the Purchase Agreement;

The parties to the Purchase Agreement have agreed to *** of *** 787-*** Aircraft;

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

1. Table of Contents.

The "Table of Contents" is deleted in its entirety and replaced with the attached "Table of Contents"

(identified by "SA-11").

2. Tables.

Table 1A entitled "*787-*** Aircraft with GENX-1B*** Engines Delivery, Description, Price and ****" is deleted in its entirety and replaced with the attached similarly titled "Table 1A" (identified by "SA-11") to reflect *** of *** 787-*** Aircraft .

3. Miscellaneous.

3.1. Boeing and Customer agree that *** by Customer as the *** under this SA-11 and shall be *** in accordance with Letter Agreement UAL-LA-1808318R1.

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

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

THE BOEING COMPANY	**UNITED AIRLINES, INC.**
/s/ Irma L. Krueger	/s/ Gerald Laderman
Signature	Signature
Irma L. Krueger	Gerald Laderman
Printed Name	Printed Name
Attorney-in-Fact	Executive Vice President and Chief Financial Officer
Title	Title

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ARTICLES		SA NUMBER
Article 1.	Quantity, Model and Description	SA-1
Article 2.	Delivery Schedule	SA-1
Article 3.	Price	SA-1
Article 4.	Payment	SA-1
Article 5.	Additional Terms	SA-1
TABLE		
1	787-*** Aircraft Delivery, Description, Price and ***	SA-7
1A.	**787-*** with GENX-1B*** Engines Aircraft Information Table**	**SA-11**
EXHIBITS		
A2*	787-*** Aircraft Configuration	SA-9
A3.	787-*** Aircraft Configuration	SA-9
B.	Aircraft Delivery Requirements and Responsibilities	

* - Note: There is no Exhibit A1 in this Purchase Agreement

SUPPLEMENTAL EXHIBITS		
AE1.	***/Airframe and *** Features	
BFE1.	BFE Variables for the 787-*** Aircraft	SA-7
CS1.	Customer Support Document	
EE1.	Engine ***/Engine Warranty ***	
SLP1.	Service Life Policy Components	

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LETTER AGREEMENTS		SA NUMBER
UAL-PA-03860-LA-1209247	787 e-Enabling	
UAL-PA-03860-LA-1209264	Open Configuration Matters Completed: No longer applicable	SA-9
UAL-PA-03860-LA-1209409	Spare Parts Initial Provisioning	
UAL-PA-03860-LA-1209410	Special Matters Relating to COTS Software and End User License Agreements	
UAL-PA-03860-LA-1209411	Special Terms – Seats and In-flight Entertainment	
UAL-PA-03860-LA-1209417	Model 787 Post-Delivery Software & Data Loading	
CONFIDENTIAL LETTER AGREEMENTS		
UAL-PA-03860-LA-1209236R1	Model ***	SA-1
	Attachment A, 787-*** Airframe Pricing of *** Aircraft with General Electric GEnx-1B***	SA-1
	Attachment B, 787-*** with General Electric GEnx-1B***	SA-1
	Attachment C, 787-*** with General Electric GEnx-1B***	SA-1
UAL-PA-03860-LA-1209412	Spare Parts Commitment	
UAL-PA-03860-LA-1209413R3	Special Matters	SA-9
UAL-PA-03860-LA-1209413A1R3	Special Matters – Amendment 1	SA-7
UAL-PA-03860-LA-1209414	Other Special Matters	
UAL-PA-03860-LA-1209413A1	Other Special Matters - Amendment 1	SA-1
UAL-PA-03860-LA-1209416R1	Promotional Support	SA-2
UAL-PA-03860-LA-1209430	***	
UAL-PA-03860-LA-1209429	***	

TABLE OF CONTENTS, CONTINUED

CONFIDENTIAL LETTER AGREEMENTS, continued		SA NUMBER
6-1162-ELP-0794	*** Program- ***	
6-1162-ELP-0795	*** Program- Boeing ***	
UAL-PA-03860-LA-1301368	*** (787-***)	SA-1
UAL-PA-03860-LA-1301373	787-*** Aircraft Open Configuration and Other Matters	SA-1
UAL-PA-03860-LA-1301375R1	Provisions Relating to Customer's *** for 787-*** Aircraft	SA-7
UAL-PA-03860-LA-1301377	787-***	SA-1

UAL-PA-03860-LA-1301377A1	787-*** – Amendment 1	SA-4
UAL-PA-03860-LA-1301380	787-*** Program Launch	SA-1
UAL-PA-03860-LA-1500017	***	SA-4
UAL-PA-03860-LA-1500059	Installation of Cabin Systems Equipment	SA-4
UAL-PA-03860-LA-1703319	Privileged and Confidential Matters	SA-8
UAL-PA-03860-LA-1802899	Assignment Matters	SA-9
~~UAL-PA-03860-LA-1802900~~	~~*** Rights for Certain 787 Aircraft~~	~~SA-9~~

SUPPLEMENTAL AGREEMENTS	**DATED AS OF**
Supplemental Agreement No. 1	. . . . . June 17, 2013
Supplemental Agreement No. 2	. . . . . December 16, 2013
Supplemental Agreement No. 3	. . . . . July 22, 2014
Supplemental Agreement No. 4	. . . . . January 14, 2015
Supplemental Agreement No. 5	. . . . . May 12, 2015
Supplemental Agreement No. 6	. . . . . December 31, 2015
Supplemental Agreement No. 7	. . . . . March 7, 2016
Supplemental Agreement No. 8	. . . . . June 7, 2017
Supplemental Agreement No. 9	. . . . . May 31, 2018
Supplemental Agreement No. 10	. . . . . November 1, 2018
Supplemental Agreement No. 11	**. . . . . December 12, 2018**

Table 1A to Purchase Agreement No. 3860
787-* Aircraft with GENX-1B*** Engines Delivery, Description, Price and ***
(787-*/GE/***)**

Airframe Model/MTOW:	787-***	*** pounds	#	Detail Specification:	***
Engine Model/Thrust:	GENX-1B***[1]	*** pounds		Airframe Price Base Year/*** Formula:	*** ***
Airframe Price:		$***		Engine Price Base Year/*** Formula:	*** ***
*** Features:		$***		Airframe *** Data:	
Sub-Total of Airframe and Features:		$***		Base Year Index (ECI):	***
Engine Price (Per Aircraft) :		$***	[1]	Base Year Index (CPI):	***
Aircraft Basic Price (Excluding BFE/SPE):		$***		Engine *** Data:	
Buyer Furnished Equipment (BFE) Estimate:		$***		Base Year Index (ECI):	***
In-Flight Entertainment (IFE) Estimate:		$***		Base Year Index (CPI):	***

# of Aircraft	Delivery Date	Number of Aircraft	*** Factor (Airframe)	*** Factor (Engine)	See footnote for *** forecast being used	Serial Number +	*** Estimate *** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery):			
								***	***	***	***
***	***	***	***	***	***	***	$***	***	***	***	***
	Total:	***									

[1] Pursuant to GE agreement: GEnx-1B***.

* ** *** Factors ***

. Aircraft are eligible for the provisions of Letter Agreement UAL-PA-03860- LA-1301375R1 entitled "Provisions Relating to Customer's *** for 787- Aircaft"

+ Serial Numbers Identified are for informational purposes only and subject to change

Exhibit 10.32

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

Supplemental Agreement No. 12

to

Purchase Agreement No. 3860

between

The Boeing Company

and

United Airlines, Inc.

Relating to Boeing Model 787 Aircraft

THIS SUPPLEMENTAL AGREEMENT No. 12 (**SA-12**), entered into as of February 26, 2021 by and between THE BOEING COMPANY (**Boeing**) and UNITED AIRLINES, INC. (**Customer**);

WHEREAS, the parties hereto entered into Purchase Agreement No. 3860 dated September 27, 2012, as amended and supplemented (**Purchase Agreement**), relating to the purchase and sale of Boeing model 787 aircraft (**Aircraft**). This Supplemental Agreement is an amendment to the Purchase Agreement; and

WHEREAS, solely to conform and further amend the Purchase Agreement to reflect Customer and Boeing's agreement to provide Customer with certain *** flexibility.

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

1. Table of Contents.

The "Table of Contents" is deleted in its entirety and replaced with the attached "Table of Contents" (identified by "SA-12") to (i) update for the revised letter agreement; and (ii) remove the letter agreement that is no longer operative.

2. Letter Agreements.

Letter Agreement UAL-PA-03860-LA-**1209413R3** entitled "*Special Matters"* is deleted in its entirety and replaced with Letter Agreement UAL-PA-03860-LA-**1209413R4** (identified by "SA-12") to provide Customer with certain *** flexibility..

3. Miscellaneous.

Boeing and Customer agree to the *** of *** for *** under purchase agreement number 04761 as specified in Section 3.1 of Letter Agreement UAL-PA-03860-LA-1209413R4 entitled "*Special Matters*".

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

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

THE BOEING COMPANY	**UNITED AIRLINES, INC.**
/s/ Irma L. Krueger	/s/ Gerald Laderman
Signature	Signature
Irma L. Krueger	Gerald Laderman
Printed Name	Printed Name
Attorney-in-Fact	Executive Vice President and Chief Financial Officer
Title	Title

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* - Note: There is no Exhibit A1 in this Purchase Agreement

SUPPLEMENTAL EXHIBITS		
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CS1.	Customer Support Document	
EE1.	Engine ***/Engine Warranty ***	
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UAL-PA-03860-LA-1209411	Special Terms – Seats and In-flight Entertainment	
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SUPPLEMENTAL AGREEMENTS	**DATED AS OF**
Supplemental Agreement No. 1	. . . . . June 17, 2013
Supplemental Agreement No. 2	. . . . . December 16, 2013
Supplemental Agreement No. 3	. . . . . July 22, 2014
Supplemental Agreement No. 4	. . . . . January 14, 2015
Supplemental Agreement No. 5	. . . . . May 12, 2015
Supplemental Agreement No. 6	. . . . . December 31, 2015
Supplemental Agreement No. 7	. . . . . March 7, 2016
Supplemental Agreement No. 8	. . . . . June 7, 2017
Supplemental Agreement No. 9	. . . . . May 31, 2018
Supplemental Agreement No. 10	. . . . . November 1, 2018
Supplemental Agreement No. 11	. . . . . December 12, 2018
Supplemental Agreement No. 12	**. . . . . February 26, 2021**

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

UAL-PA-03860-LA-1209413**R4**

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Special Matters

Reference: Purchase Agreement No. 3860 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. relating to Model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used and not defined in this Letter Agreement have the same meaning as in the Purchase Agreement. This Letter Agreement replaces and supersedes Letter UAL-PA-03860-LA-1209413**R3** dated May 31, 2018.

1. ***.

1.1. 787-***.

In consideration of Customer's purchase of 787-*** Aircraft, Boeing *** at the time of delivery of each 787-*** Aircraft and 787-*** Aircraft, a *** to Customer ***. The *** is subject to *** at the time of delivery. *** may *** at the time of delivery for such Aircraft, or for the *** of Boeing *** and ***, but *** on Aircraft.

1.2. 787-***.

In consideration of Customer's purchase of 787-*** Aircraft, Boeing *** at the time of delivery of each 787-*** Aircraft and 787-*** Aircraft, a *** to Customer ***. The *** is subject to the *** as *** at the time of delivery. *** may *** to *** at the time of delivery for such Aircraft, or for the *** of Boeing *** and ***, but *** on Aircraft.

1.3. 787-***.

In consideration of Customer's purchase of 787-*** Aircraft, Boeing *** at the time of delivery of each 787-*** Aircraft and 787-*** Aircraft, *** to Customer in ***. The *** is *** as *** at the time of delivery. *** may *** at the time of delivery for such Aircraft, or for the *** of Boeing *** and ***, but *** on Aircraft.

2. Model 787 ***.

Boeing hereby *** that the offer contained herein *** with the commitments specified in Letter Agreement 6-1162-KKT-080. Furthermore, *** as Boeing ***, Boeing will *** of the Purchase Agreement to continue ***.

BOEING / UNITED AIRLINES, INC. PROPRIETARY

2.1. 787-***.

Boeing *** at the time of delivery of each 787-*** Aircraft and 787-*** Aircraft *** to Customer ***. The *** is *** as *** at the time of delivery. *** may *** at the time of delivery for such Aircraft, or for the *** of Boeing *** and ***, but *** on Aircraft.

2.2. 787-***.

Boeing *** at the time of delivery of each 787-*** Aircraft and 787-*** Aircraft *** to Customer ***. The *** is *** at the time of delivery. *** may *** at the time of delivery for such Aircraft, or for the *** of Boeing *** and ***, *** on Aircraft.

3. ***.

Notwithstanding the *** of the Purchase Agreement, Customer ***, for Aircraft ***, and for *** Aircraft that Customer ***.

***

3.1. Notwithstanding the *** schedule provided in Section 3 above, the parties have *** in the *** for the 787-*** in the table below (**Section 3.1 787-*** Aircraft**):

(i) Boeing will *** from this Purchase Agreement to the 737 purchase agreement number 04761 as specified in column [B] of the table below;

(ii) Column [C] of the table below *** for the Section 3.1 787-*** Aircraft *** in Section 3.1(i) above; and *** from Customer with respect to each Section 3.1 787-*** Aircraft; and

(iii) The parties agree that *** are *** Customer with respect to the Section 3.1 787-*** Aircraft.

Section 3.1 787-*** Aircraft	**[A]** ***	**[B]** ***	**[C]** ***
***	$***	$***	$***
Total	$***	$***	$***

4. ***.

4.1. Interest Rate for Firm Aircraft. *** agrees to *** on *** for all firm and *** Aircraft which are *** pursuant to Paragraph 3 of this Letter Agreement ***.

4.2. Delivery *** Impact on *** Calculations. If the delivery of any Aircraft is *** due to ***, then interest on *** in respect of such Aircraft will *** during the time period from ***. Payment of *** that has *** prior to the start of the *** but remains unpaid will be paid on the normal quarterly *** payment schedule set forth in Paragraph 4.1 of this Letter Agreement or on the delivery date of the Aircraft, whichever comes first.

4.3. Boeing Invoice. Boeing shall submit to Customer, not less than *** prior to the end of each quarter, an invoice for *** during each such quarter. Customer's payment is due and payable to Boeing on the first business day of the following month. Boeing's invoice will show *** during the quarter for each Aircraft for

which *** have been ***. The invoice will also include *** on *** with respect to other aircraft in other purchase agreements between Customer and Boeing.

4.4. *** for the Launch Aircraft. With respect to the first aggregate quantity of *** 787-*** Aircraft to be delivered to Customer under any purchase agreement (collectively and each a **Launch Aircraft**), the parties agree that payment of the Article 4.1 interest obligation will be *** of each Launch Aircraft (**Launch Aircraft *** Obligation**). At time of delivery of each Launch Aircraft, Boeing *** to *** the Launch Aircraft *** Obligation.

4.5. Certain ***. Notwithstanding the *** Schedule contained in Table 1 of the Purchase Agreement or the terms set forth in Section 3 herein, Customer may *** for any Aircraft on order as of the date of signing the applicable Purchase Agreement, and for any *** Aircraft in accordance with the terms of Section 3 herein; provided, however, that Customer shall retain the right to either (a) *** set forth in Section 3 herein, and to the extent that Customer *** then Customer's *** Boeing *** shall be *** or (b) *** from time to time by up to *** provided that (1) Boeing *** to such *** and (2) ***.

4.6. Special *** for Section 3.1 787-*** Aircraft. With respect to the *** made pursuant to Section 3.1 above and cited in Section 3 of Supplemental Agreement No. 12 of the Purchase Agreement, the parties agree that payment of the Article *** interest obligation will be *** of the Section 3.1 787-*** Aircraft from which ***.

5. Option Aircraft ***.

5.1. Notwithstanding the amount specified in the Attachment to Option Aircraft Letter Agreement UAL-PA-03860-LA-1209265R1 (**Option Aircraft Letter**) as the Attachment and/or the Option Aircraft Letter is subsequently revised, amended or supplemented, Boeing ***.

5.2. Notwithstanding paragraph 5.1 above, Boeing and Customer agree that for the *** 787-*** Aircraft added as part of Supplemental Agreement No. 1, the *** shall be *** Aircraft. Such *** has already been received by Boeing for *** 787-*** Aircraft. The *** for the *** 787-*** Aircraft is due upon signing of Supplemental Agreement No 1 to the Purchase Agreement.



6. ***.

Boeing agrees to *** at the time of delivery of each Aircraft *** in ***. This *** or for Boeing *** and ***.

7. Aircraft Invoices.

Upon Customer request, at the time of Aircraft delivery Boeing agrees to provide a separate invoice addressed to the owner/trustee of such Aircraft specifying the dollar amount to be received at the time of delivery. The dollar amount on the invoice shall be provided by Customer.

8. Assignment of ***.

Customer may not assign the *** described in this Letter Agreement without Boeing's prior written consent other than in circumstances where Boeing provides or arranges lease equity financing to Customer in respect of an Aircraft.

9. Confidential Treatment.

Boeing and Customer understand that certain information contained in this Letter Agreement, including any attachments hereto, is considered by both parties to be confidential. Boeing and Customer agree that each party will treat this Letter Agreement and the information contained herein as confidential and will not, without the other party's prior written consent, disclose this Letter Agreement or any information contained herein to any other person or entity except as may be required by applicable law or governmental regulations.

Very truly yours,

THE BOEING COMPANY

By /s/ Irma L. Krueger

Its Attorney-In-Fact



ACCEPTED AND AGREED TO this

Date: February 26, 2021

UNITED AIRLINES, INC.

By /s/ Gerald Laderman

Its Executive Vice President Finance and Chief Financial Officer

Exhibit 10.33

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

SUPPLEMENTAL AGREEMENT NO. 5 to

PURCHASE AGREEMENT NUMBER 04761

between

THE BOEING COMPANY

and

UNITED AIRLINES, INC.

relating to

BOEING MODEL 737 MAX AIRCRAFT

THIS SUPPLEMENTAL AGREEMENT No. 5 (**SA-5**) is entered into as of February 26, 2021 by and between The Boeing Company, a Delaware corporation, (**Boeing**) and United Airlines, Inc., a Delaware corporation, (**Customer**);

WHEREAS, Customer and Boeing entered into Purchase Agreement No. 04761 dated as of the 15th day of May of 2018 as amended and supplemented (**Purchase Agreement**), relating to the purchase and sale of Model 737 MAX aircraft. This Supplemental Agreement is an amendment to the Purchase Agreement; and

WHEREAS, solely to conform and further amend the Purchase Agreement to reflect Customer and Boeing's agreement regarding the following matters without duplication of any consideration being provided to Customer to:

(i) Amend the Purchase Agreement to incorporate all Customer Configuration Changes for 737-*** Aircraft including the revision of Table 1 and Exhibit A for the 737-*** Aircraft;

(ii) ***scheduled delivery of 737-*** Aircraft and specify the scheduled delivery *** to be used ***;

(iii) *** 737-*** Aircraft *** 737-*** Aircraft;

(iv) Extend applicability of *** 737-*** aircraft

(v) Provide Customer with certain *** in respect of the *** 737-***; Specify *** consideration applicable to the 737-*** Aircraft;

(vi) Identify open matters relating to the 737-*** Aircraft; and

(vii) Add letter addressing Seller Purchased Equipment elements to the Purchase Agreement.

BOEING / UNITED AIRLINES, INC. PROPRIETARY

WHEREAS, Boeing and Customer agree to (i) add 737-9 Aircraft to the Open Configuration Matters letter; (ii) *** 737-*** Aircraft *** 737-*** Aircraft ; and (iii) revise the Special Matters Letter as a result of such *** as follows:

	Manufacturer Serial Number*	737-*** Aircraft ***	737-*** Aircraft ***
***	***	***	***

* Manufacturer Serial Numbers are subject to change

WHEREAS, Boeing and Customer agree to terms under which rights in *** Aircraft will be *** by Customer including the *** into 737-*** Aircraft and ***.

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

1. Table of Contents.

The "Table of Contents" is deleted in its entirety and replaced with the attached "Table of Contents" (identified by "SA-5").

2. Tables.

2.1. The Table 1 titled "737-*** Aircraft Delivery, Description, Price and ***" is deleted in its entirety and replaced with the attached similarly titled

Table 1 (identified by "SA-5") to reflect the accepted Customer Configuration Changes.

2.2. A new Table 1 titled "737-*** Aircraft Delivery, Description, Price and ***" (identified by "SA-5") is added to the Purchase Agreement to incorporate ***.

2.3. A new Table 1 titled "*** 737-*** Aircraft Delivery, Description, Price and ***" (identified by "SA-5") is added to the Purchase Agreement to incorporate Customer's *** Aircraft and *** Aircraft.

2.4. A new Table 1 titled "737-*** Aircraft Delivery, Description, Price and ***" (identified by "SA-5") is added to the Purchase Agreement to incorporate the *** Aircraft to reflect Customer's purchase of 737-*** Aircraft ***.

2.5. The Table 1 titled "737-*** Aircraft Delivery, Description, Price and ***" is deleted in its entirety and replaced with the attached similarly titled Table 1 (identified by "SA-5") to:

***

2.6. A new Table 2 titled "*** 737-*** Aircraft Delivery, Description, Price and ***" (identified by "SA-5") is added to the Purchase Agreement to add *** 737-*** Aircraft pursuant to the terms of Letter Agreement UAL-PA-04761-LA-2100136 titled "Open Matters Relating to *** Model 737-*** Aircraft". On or before ***, in accordance with Section 3 of Letter Agreement UAL-PA-04761-LA-2100136, a new Table 1 applicable to the *** 737-*** Aircraft will replace Table 2 to provide *** of each *** 737-*** Aircraft.

3. Exhibits.

3.1. Exhibit A titled "737-8 Aircraft Configuration" is deleted in its entirety and replaced with the attached similarly titled Exhibit A (identified by "SA-5") to reflect the Customer Configuration Changes for the 737-8 Aircraft.

3.2. Exhibit A titled "737-10 *** Aircraft Configuration" is added to the Purchase Agreement (identified by "SA-5") to reflect addition of *** 737-10 aircraft configuration to the Purchase Agreement.

4. Letter Agreements.

4.1. Letter Agreement No. UAL-PA-04761-LA-l801465R1 is deleted in its entirety and replaced with Letter Agreement No. UAL-PA-04761-LA-l801465R2 titled "Open Matters 737-9 and 737-10 Aircraft" (identified by "SA-5") to (i) close out configuration matters for the 737-8 Aircraft and (ii) add the 737-9 Aircraft to the letter to ***.

4.2. Letter Agreement No. UAL-PA-04761-LA-1801466 titled "Seller Purchased Equipment" (**SPE**) (identified by "SA-5") is added to the Purchase Agreement to identify elements such as the following regarding SPE:

(i) Responsibilities regarding SPE,

(ii) Configuration requirements,

(iii) ***

(iv) ***

(v) Proprietary rights,

(vi) Remedies,

(vii) Risk of loss, and

(viii) Indemnification requirements,

4.3. Letter Agreement No. UAL-PA-04761-LA-1801467R2 is deleted in its entirety and replaced with Letter Agreement No. UAL-PA-04761-LA-l801467R3 titled "Special Matters – 737 MAX Aircraft" (identified by "SA-5") ***.

4.4. Letter Agreement No. UAL-PA-04761-LA-l801469 is deleted in its entirety and replaced with Letter Agreement No. UAL-PA-04761-LA-l801469R1 titled "***" (identified by "SA-5") to extend applicability of this letter agreement to *** 737-*** aircraft.

4.5. Letter Agreement No. UAL-PA-04761-LA-1807022R3 is deleted in its entirety and replaced with Letter Agreement No. UAL-PA-04761-LA-1807022R4 titled "*** Aircraft – 737-10" (identified by "SA-5") to reflect Customer's *** Aircraft.

4.6. Letter Agreement No. UAL-PA-04761-LA-2100095 titled "*** Matters for the 737-***" (identified by "SA-5") is added to the Purchase Agreement to specify *** consideration applicable to the 737-*** Aircraft.

4.7. Letter Agreement No. UAL-PA-04761-LA-2100096 titled "Certain Special Matters for the 737-*** Aircraft" (identified by "SA-5") is added to the Purchase Agreement to specify *** considerations applicable to the 737-*** Aircraft.

4.8. Letter Agreement No. UAL-PA-04761-LA-2100136 titled "Open Matters Relating to *** Model 737-*** Aircraft" (identified by "SA-5") is added to the Purchase Agreement to specify configuration considerations applicable to the 737-*** Aircraft.

4.9. Letter Agreement No. UAL-PA-04761-LA-2100718 titled "Special Matters Relating to *** 737-9 Aircraft" (identified by "SA-5") is added to the Purchase Agreement to specify considerations applicable to the *** 737-9 Aircraft.

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

The rest of the page is intentionally blank. Signature page follows.

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

THE BOEING COMPANY	**UNITED AIRLINES, INC.**
/s/ Irma L. Krueger	/s/ Gerald Laderman
Signature	Signature
Irma L. Krueger	Gerald Laderman
Printed Name	Printed Name
Attorney-in-Fact	Executive Vice President and Chief Financial Officer
Title	Title

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1.	**737-*** Aircraft Delivery, Description, Price and ***	**SA-5**

1.	**737-*** Aircraft Delivery, Description, Price and ***	**SA-5**
1.	***** 737-*** Aircraft Delivery, Description, Price and *****	**SA-5**
1.	**737- *** Aircraft Delivery, Description, Price and *****	**SA-5**
1.	**737-*** Aircraft Delivery, Description, Price and *****	**SA-5**
2.	**737-*** Aircraft Delivery, Description, Price and *****	**SA-5**

EXHIBITS		**SA NUMBER**
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A	737-9 Aircraft Configuration	SA-1
A	**737-10 *** Aircraft Configuration**	**SA-5**
A	737-10 Aircraft Configuration	SA-2
B.	Aircraft Delivery Requirements and Responsibilities	

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EE1.	Engine Warranty and ***	
SLP1.	Service Life Policy Components	

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UAL-PA-04761-LA-1801464	Demonstration Flight Waiver	
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UAL-PA-04761-LA-1801466	**Seller Purchased Equipment**	**SA-5**
UAL-PA-04761-LA-1801467R3	**Special Matters – 737 MAX Aircraft**	**SA-5**
UAL-PA-04761-LA-1801468	***	
UAL-PA-04761-LA-1801469R1	***	**SA-5**
UAL-PA-04761-LA-1801470	Privileged and Confidential Matters	
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UAL-PA-04761-LA-2001831R1	Certain Special Matters	SA-4
UAL-PA-04761-LA-2100095	***** Matters for the 737-*** Aircraft**	**SA-5**
UAL-PA-04761-LA-2100096	**Certain Special Matters for the 737-*** Aircraft**	**SA-5**
UAL-PA-04761-LA-2100136	**Open Matters Relating to *** Model 737-8 Aircraft**	**SA-5**
UAL-PA-04761-LA-2100718	**Special Matters Relating to *** 737-9 Aircraft**	**SA-5**

Table 1 to Purchase Agreement No. 04761
737-* Aircraft Delivery, Description, Price and ***

Airframe Model/MTOW:	737-***	*** pounds^		**Detail Specification:**		***	
Engine Model/Thrust:	***	*** pounds+		**Airframe Price Base Year/*** Formula:**	***		***
Airframe Price:		$	***	**Engine Price Base Year/*** Formula:**	***		***
*** **Features:**		$	***				
Sub-Total of Airframe and Features:		$	***	**Airframe *** Data:**			
Engine Price (Per Aircraft):		$	***	**Base Year Index (ECI):**		***	
Aircraft Basic Price (Excluding BFE/SPE):		$	***	**Base Year Index (CPI):**		***	
Buyer Furnished Equipment (BFE) Estimate:		$	***				
Seller Purchased Equipment (SPE) Estimate:		$	***				
Deposit per Aircraft:		$	***				

# of Aircraft	*** Delivery Month	Target Delivery Month	Number of Aircraft	*** Factor (Airframe)	Manufacturer Serial Number	*** Forecast	Actual or Nominal Delivery *** *	*** Estimate *** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery):			
									***	***	***	***

***	***	***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***	
	Total:		***										

Table 1 To Purchase Agreement No. 04761
737-* Aircraft Delivery, Description, Price and ***

# of Aircraft	*** Delivery Month	Target Delivery Month	Number of Aircraft	*** Factor (Airframe)	Manufacturer Serial Number	*** Forecast	Actual or Nominal Delivery *** *	*** Estimate *** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery): ***	***	***	***

* Nominal delivery *** pursuant to Letter Agreement number UAL-PA-04761-LA-1801465R2 entitled "Open Matters 737-10 Aircraft", as may be subsequently amended.

Note: Serial Numbers above are provided as guidance only and are subject to change until delivery.

^ - ***
+ - ***

Table 1 To Purchase Agreement No. 04761
737-* Aircraft Delivery, Description, Price and ***

Airframe Model/MTOW:	737-***	*** pounds^	**Detail Specification:**		***
Engine Model/Thrust:	***	*** pounds+	**Airframe Price Base Year/*** Formula:**	***	***
Airframe Price:	$	***	**Engine Price Base Year/*** Formula:**	***	***
***** Features:**	$	***			
Sub-Total of Airframe and Features:	$	***	**Airframe *** Data:**		
Engine Price (Per Aircraft):	$	***	**Base Year Index (ECI):**		***
Aircraft Basic Price (Excluding BFE/SPE):	$	***	**Base Year Index (CPI):**		***
Buyer Furnished Equipment (BFE) Estimate:	$	***			
Seller Purchased Equipment (SPE) Estimate:	$	***			
Deposit per Aircraft:	$	***			

# of Aircraft	Delivery Date	Number of Aircraft	*** Factor (Airframe)	Manufacturer Serial Number	Subject of Letter No. UAL-PA-03776-LA-1802280?	Actual or Nominal Delivery *** *	*** Estimate *** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery): ***	***	***	***
***	***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
Total in this Table:		***									

* Nominal delivery *** pursuant to Letter Agreement number UAL-PA-04761-LA-1801465R2 entitled "Open Matters 737-9 and 737-10 Aircraft", including successors thereof.

Note: Serial Numbers are provided as guidance only and are subject to change.

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***

Table 1 To Purchase Agreement No. 04761
***** 737-*** Aircraft Delivery, Description, Price and *****

Airframe Model/MTOW:	737-***	*** pounds^		**Detail Specification:**		***	
Engine Model/Thrust:	***	*** pounds+		**Airframe Price Base Year/*** Formula:**	***		***
Airframe Price:		$	***	**Engine Price Base Year/*** Formula:**	***		***
***** Features:**		$	***				
Sub-Total of Airframe and Features:		$	***	**Airframe *** Data:**			
Engine Price (Per Aircraft):		$	***	**Base Year Index (ECI):**		***	
Aircraft Basic Price (Excluding BFE/SPE):		$	***	**Base Year Index (CPI):**		***	
Buyer Furnished Equipment (BFE) Estimate:		$	***				
Seller Purchased Equipment (SPE) Estimate:		$	***				
Deposit per Aircraft:		$	***				

# of Aircraft	Delivery Date	Number of Aircraft	*** Factor (Airframe)	Manufacturer Serial Number	Actual or Nominal Delivery *** *	Escalation *** *** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery): ***	***	***	***
***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
Total in this Table:		***								

* Nominal delivery *** pursuant to Letter Agreement number UAL-PA-04761-LA-1801465R2 entitled "Open Matters 737-9 and 737-10 Aircraft", including successors thereof.

Note: Serial Numbers are provided as guidance only and are subject to change.

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\+ - ***

Table 1 To Purchase Agreement No. 04761
737-* Aircraft Delivery, Description, Price and ***

Airframe Model/MTOW:	737-***	*** pounds^		**Detail Specification:**		***	
Engine Model/Thrust:	***	*** pounds+		**Airframe Price Base Year/*** Formula:**	***		***
Airframe Price:		$	***	**Engine Price Base Year/*** Formula:**	***		***
***** Features:**		$	***				
Sub-Total of Airframe and Features:		$	***	**Airframe *** Data:**			
Engine Price (Per Aircraft):		$	***	**Base Year Index (ECI):**		***	
Aircraft Basic Price (Excluding BFE/SPE):		$	***	**Base Year Index (CPI):**		***	
Buyer Furnished Equipment (BFE) Estimate:		$	***				
Seller Purchased Equipment (SPE) Estimate:		$	***				
Deposit per Aircraft:		$	***				

# of Aircraft	Delivery Date	Number of Aircraft	*** Factor (Airframe)	Manufacturer Serial Number	Actual or Nominal Delivery *** *	Estimate *** *** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery): ***	***	***	***

***	***	***	***	***	***	$	***	$	***	$	***	$	***	$	***
	Total:	***													

* Nominal delivery *** pursuant to Letter Agreement number UAL-PA-04761-LA-1801465R2 entitled "Open Matters 737-9 and 737-10 Aircraft", including successors thereof.

Note: Serial Numbers above are provided as guidance only and are subject to change until delivery.

^ - ***
+ - ***

Table 1 to Purchase Agreement No. 04761
737-* Aircraft Delivery, Description, Price and ***

Airframe Model/MTOW:	737-***	*** pounds^	**Detail Specification:**		***
Engine Model/Thrust:	***	*** pounds+	**Airframe Price Base Year/*** Formula:**	***	***
Airframe Price:	$	***	**Engine Price Base Year/*** Formula:**	***	***
***** Features:**	$	***			
Sub-Total of Airframe and Features:	$	***	**Airframe *** Data:**		
Engine Price (Per Aircraft):	$	***	**Base Year Index (ECI):**		***
Aircraft Basic Price (Excluding BFE/SPE):	$	***	**Base Year Index (CPI):**		***
Buyer Furnished Equipment (BFE) Estimate:	$	***			
Seller Purchased Equipment (SPE) Estimate:	$	***			
Deposit per Aircraft:	$	***			

# of Aircraft	***** Delivery Date**	**Target Delivery Date**	**Number of Aircraft**	***** Factor (Airframe)**	**Manufacturer Serial Number**	**Actual or Nominal Delivery *** ***	***** Forecast**	***** Estimate *** Base Price Per A/P**	***** Per Aircraft (Amts. Due/*** Prior to Delivery):**			
									***	***	***	***
***	***	***	***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
		Total:	***									
***												

* Nominal *** pursuant to Letter Agreement number UAL-PA-04761-LA-1801465**R2** entitled "Open Matters 737-9 & 737-10 Aircraft", including successors thereof.

Note: Serial Numbers above are provided as guidance only and are subject to change until delivery.

^ - ***
+ - ***
***

Table 2 to Purchase Agreement No. 04761
737-* Aircraft Delivery, Description, Price and ***

Airframe Model/MTOW:	737-***	*** pounds^	**Detail Specification:**		***
Engine Model/Thrust:	***	*** pounds+	**Airframe Price Base Year/*** Formula:**	***	***
Airframe Price:	$	***	**Engine Price Base Year/*** Formula:**	***	***
***** Features: BEFORE Modifications**	$	***			
Sub-Total of Airframe and Features:	$	***	**Airframe *** Data:**		
Engine Price (Per Aircraft):	$	***	**Base Year Index (ECI):**		***
Aircraft Basic Price (Excluding BFE/SPE):	$	***	**Base Year Index (CPI):**		***
Buyer Furnished Equipment (BFE) Estimate:	$	***			
Seller Purchased Equipment (SPE) Estimate:	$	***			
Non-Refundable Deposit per Aircraft:	$	***			

^ - ***
+ - ***

Applicability pursuant to § 2.2 of Letter Agreement UAL-PA-04761-LA-2100136 entitled "Open Matters Relating to *** Model 737-*** Aircraft".

***

***	***

Table 2 to Purchase Agreement No. 04761
737-* Aircraft Delivery, Description, Price and ***

Amounts below are illustrative projections for § 2.2 of LA UAL-PA-04761-LA-2100136:
737-* Aircraft Delivery, Description, Price and ***

Delivery Date	Number of Aircraft	*** Factor (Airframe)	*** Forecast	*** Estimate *** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery): ***	***	***	***
***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***

Attachment A-1 to Letter Agreement No. UAL-PA-04761-LA-1807022R4
737-* Aircraft Delivery, Description, Price and ***

Airframe Model/MTOW:	737-***	*** pounds ^	**Detail Specification:**		***		
Engine Model/Thrust:	***	*** pounds +	**Airframe Price Base Year/*** Formula:**	***		***	
Airframe Price:	$	***	**Engine Price Base Year/*** Formula:**	***		***	
*** **Features:**	$	***					
Sub-Total of Airframe and Features:	$	***	**Airframe *** Data:**				
Engine Price (Per Aircraft):	$	***	**Base Year Index (ECI):**		***		
Aircraft Basic Price (Excluding BFE/SPE):	$	***	**Base Year Index (CPI):**		***		
Buyer Furnished Equipment (BFE) Estimate:	$	***					
Seller Purchased Equipment (SPE) Estimate:	$	***					
Deposit per Aircraft:	$	***					

# of *** Aircraft	Delivery Date	Number of Aircraft	*** Factor (Airframe)	*** Expiry	Actual or Nominal Delivery *** *	*** Estimate *** Base Price Per A/P	*** Per Aircraft (Amts. Due/*** Prior to Delivery): ***	***	***	***

***		***	***	***	***	***	$ ***	$ ***	$ ***	$ ***	$ ***
	Total:	***									

* Nominal *** pursuant to Letter Agreement number UAL-PA-04761-LA-1801465R2 entitled "Open Matters 737-9 and 737-10 Aircraft", including successors thereof.

^ - ***
+ - ***

Exhibit 1 to UAL-PA-04761-LA-2100136: Block by Block Comparison of * Aircraft to Customer's 737-*** Aircraft**

	B	C	D	E	F	G	H	I	J
		***							
2	**ATA**	**Number**	**Title**	***	***	***	***	***	***
3	***		***						
4	***	***	***	***	***	***	***	***	***

AIRCRAFT CONFIGURATION

between

THE BOEING COMPANY

and

United Airlines, Inc.

Exhibit A to Purchase Agreement Number 04761

for 737-8 Aircraft

BOEING/UNITED AIRLINES, INC. PROPRIETARY

Exhibit A

AIRCRAFT CONFIGURATION

relating to

BOEING MODEL 737-8 AIRCRAFT

The Detail Specification is Boeing document number ***. As soon as practicable, Boeing will furnish to Customer copies of the Detail Specification, which copies will reflect such ***.

BOEING/UNITED AIRLINES, INC. PROPRIETARY

*** Number	*** Feature Description		Price / 737-8 Aircraft in *** $
***	***	$	***
	***	$	***
	GRAND TOTAL:	$	***

BOEING/UNITED AIRLINES, INC. PROPRIETARY

AIRCRAFT CONFIGURATION

between

THE BOEING COMPANY

and

United Airlines, Inc.

Exhibit A to Purchase Agreement Number 04761

for 737-10 Aircraft ***

BOEING/UNITED AIRLINES, INC. PROPRIETARY

Exhibit A

AIRCRAFT CONFIGURATION

relating to

BOEING MODEL 737-10 AIRCRAFT

***

The content of this Exhibit A will be defined pursuant to the provisions of Letter Agreement **UAL-PA-04761-LA-1801465R2** entitled "Open Matters 737-9 and 737-10 Aircraft".

BOEING/UNITED AIRLINES, INC. PROPRIETARY

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

UAL-PA-04761-LA-1801465R2

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Open Matters 737-9 and 737-10 Aircraft

Reference: Purchase Agreement No. 04761 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. This Letter Agreement supersedes and replaces in its entirety Letter Agreement UAL-PA-04761-LA-1801465R1.

Given the long period of time between Purchase Agreement signing and delivery of Customer's first 737-10 Aircraft; the 737-9 Aircraft and the continued development of the 737 MAX program, certain elements have not yet been defined. In consideration, Boeing and Customer agree to work together as the configuration of Customer's Boeing Model 737-9 and the 737-10 aircraft develops as follows:

1. Aircraft Delivery Schedule.

1.1 The scheduled delivery month of Customer's *** 737-9 Aircraft are provided in Table 1 for the 737-9 Aircraft. The scheduled delivery month of the 737-10 Aircraft, as of the date of this Letter Agreement is listed in Table 1 of the Purchase Agreement for Customer's standard configuration. The scheduled delivery month will be provided in Table 1 for Customer's ***. Each of these three tables provides the delivery schedule in *** delivery windows consisting of a nominal delivery month (**Nominal Delivery Month**) ***. No later than *** prior to Nominal Delivery Month of Customer's first 737-9 Aircraft and first 737-10 Aircraft, as applicable, in each calendar year, Boeing will provide *** for each Aircraft with a Nominal Delivery Month in such calendar year.

1.2 Customer and Boeing will consult on a frequent basis to keep each other informed as to Customer's fleet plans and Boeing's production plans in order to meet the requirements of both parties. Based on such reviews and discussions, Boeing will use commercially reasonable efforts to meet Customer's fleet needs when providing the notices required by Article 1.1. Such notices provided by Boeing will constitute an amendment to the applicable Table 1 of the Purchase Agreement. The amended applicable Table 1 shall be the scheduled delivery positions for the purposes of applying all provisions of the Purchase Agreements, including without limitation the BFE on-dock dates, and the ***.

BOEING/ UNITED AIRLINES, INC. PROPRIETARY

---

2. Aircraft Configuration.

2.1 The initial configuration of Customer's Model 737-10 Aircraft has been defined by Boeing 737-7, 737-8, 737-8200, 737-9, 737-10 Airplane Description Document No. *** dated *** as described in Article 1 and Exhibit A of the Purchase Agreement (**Initial Configuration**). Final configuration of the 737-9 Aircraft and 737-10 Aircraft (**Final Configuration**) will be completed using the then-current Boeing configuration documentation in accordance with the following schedule:

2.1.1 For the 737-9, and *** configurations of the 737-10 Aircraft, Boeing has provided Customer with Customer *** packages and Customer has provided its ***.

2.1.2 Within *** following Final Configuration of the applicable Aircraft, Boeing and Customer will execute a written amendment to the Purchase Agreement which will reflect the following:

2.1.2.1 Changes applicable to the 737-9 and 737-10 aircraft, as applicable, which are developed by Boeing between the date of signing of the Purchase Agreement and date of Final Configuration for Customer's *** 737-9 configuration and *** 737-10 configurations;

2.1.2.2 Incorporation into the applicable Exhibit A of the Purchase Agreement, by written amendment, those *** features which have been agreed to by Customer and Boeing (**Customer Configuration Changes**);

2.1.2.3 Revisions to the applicable Supplemental Exhibit BFE1 to reflect the selection dates and on-dock dates of BFE;

2.1.2.4 Changes to the *** Features Prices, and Aircraft Basic Price to adjust for the difference, if any, between the prices estimated in the applicable Table 1 of the Purchase Agreement for *** features reflected in the Aircraft Basic Price and the actual prices of the *** features reflected in the Customer Configuration Changes.

3. Special Provisions for the 737-10 Aircraft ***.

***

4. Assignment.

Except as provided in Letter Agreement No. UAL-PA-04761-LA-1801472, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

BOEING/ UNITED AIRLINES, INC. PROPRIETARY



5. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-04761-LA-1801470.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: February 26, 2021

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Executive Vice President Finance and Chief Financial Officer

BOEING/ UNITED AIRLINES, INC. PROPRIETARY

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-04761-LA-1801466

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Seller Purchased Equipment

Reference: Purchase Agreement No. 04761 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. General.

Seller Purchased Equipment (**SPE**) is BFE that Boeing purchases for Customer and that is identified as SPE in the Detail Specification for the Aircraft.

2. Customer Responsibilities.

2.1. Supplier Selection.

***

2.2. Supplier Agreements. Customer will enter into initial agreements with the selected suppliers within *** days after the selection date(s) for the supplier to actively participate with Customer and Boeing in coordination actions including the Initial Technical Coordination Meeting (ITCM). Customer will enter into final agreements with selected suppliers for the following additional provisions in accordance with the supplier agreement date(s) within *** days of the ITCM or as otherwise identified by Boeing:

***

2.3. Configuration Requirements. Customer will meet with Boeing and such selected SPE suppliers in the ITCM and any other scheduled meetings in order to:

***

BOEING / UNITED AIRLINES, INC. PROPRIETARY



3. Boeing Responsibilities.

3.1. Supplier Selection.

3.1.1. Bidder's List. For information purposes, Boeing will submit to Customer a bidder's list of existing suppliers ***.

3.1.2. Request for Quotation (**RFQ**). Approximately *** days prior to the supplier selection date(s), Boeing will issue its RFQ inviting potential bidders to submit bids for *** within *** days of the selection date.

3.1.3. Bidders Summary. Not later than *** days prior to the supplier selection date(s), Boeing will submit to Customer a summary of the bidders from which to choose a supplier ***. The summary is based on an evaluation of the bids submitted using price, weight, warranty and schedule as the criteria.

3.2. Additional Boeing responsibilities:

***

4. IFE/CCS Software.

IFE/CCS may contain software of the following two types:

4.1. Systems Software. The software required to operate and certify the IFE/CCS systems on the Aircraft is the Systems Software and is part of the IFE/CCS.

4.2. Customer's Software. The software accessible to the Aircraft passengers which controls Customer's specified optional features is Customer's Software and is not part of the IFE/CCS.

***

5. Price.

***

6. Changes.

After Customer's acceptance of this Letter Agreement, any changes to the Aircraft SPE configuration may only be made by and between Boeing and the SPE suppliers at Customer's request. Customer requested changes to the SPE after execution of this Letter Agreement shall be made by Customer in writing directly to Boeing for approval and for coordination by Boeing with the SPE supplier. ***



7. Proprietary Rights.

Boeing's obligation to purchase SPE will not impose upon Boeing any obligation to compensate Customer or any supplier for any proprietary rights Customer may have in the design of the SPE.

8. Remedies.

8.1. If Customer does not perform its obligations as provided in this Letter Agreement, in addition to any other remedies which Boeing may have by contract or under law, Boeing may:

***

8.2. Additionally, if Customer does not perform its obligations as provided in this Letter Agreement and such non-performance causes the delivery of SPE seats to not support the delivery of the Aircraft in its scheduled delivery month, Customer agrees that:

***

9. Title and Risk of Loss.

Title and risk of loss of the SPE will remain with Boeing until the Aircraft is delivered to Customer.

10. Customer's Indemnification of Boeing.

Customer will indemnify and hold harmless Boeing from and against all claims and liabilities, including costs and expenses (including attorneys' fees) incident thereto or incident to successfully establishing the right to indemnification, for injury to or death of any person or persons, including employees of Customer but not employees of Boeing, or for loss of or damage to any property, including Aircraft, arising out of or in any way connected with any nonconformance or defect in any SPE and whether or not arising in tort or occasioned in whole or in part by the negligence of Boeing. This indemnity will not apply with respect to any nonconformance or defect caused solely by Boeing's installation of the SPE.

11. Definition.

For purposes of the above indemnity, the term **Boeing** includes The Boeing Company, its divisions, subsidiaries and affiliates, the assignees of each, and their directors, officers, employees and agents.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-in-Fact



ACCEPTED AND AGREED TO this

Date: February 26, 2021

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Executive Vice President and
Chief Financial Officer

Attachment A

1. Supplier Selection.

Customer will:

1.1. Select and notify Boeing of the suppliers and part numbers of the following SPE items by the following dates:

*** ***

BOEING / UNITED AIRLINES, INC. PROPRIETARY

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-04761-LA-1801467R3

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Special Matters – MAX Aircraft

Reference: Purchase Agreement No. 04761 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. This Letter Agreement supersedes and replaces in its entirety Letter Agreement UAL-PA-04761-LA-1801467R2.

1. ***

1. ***

1.1 737-10 ***.

At the time of delivery of each 737-10 Aircraft, Boeing *** to Customer a *** which shall equal *** (**737-10** ***).

1.2 ***

1.3 737-9 Aircraft ***.

***

1.4 737-9 Aircraft ***.

At the time of delivery of each 737-9 Aircraft, Boeing *** to Customer a *** in an *** (**737-9*****). Boeing represents that the *** of this 737-9 *** is consistent with the terms of Letter Agreement 6-1162-KKT-080, as amended.

1.5 737-8 Aircraft ***.

***

1.6 737-8 ***.

***



1.7 *** 737-8 ***.

***

2. ***

Unless otherwise noted, the amounts of the *** stated in (i) Paragraphs 1.1 through 1.2 *** are in *** for 737-10 Aircraft; and (i) Paragraphs 1.3 through 1.7 *** are in *** for 737-8 and 737-9 Aircraft. The *** will be ***

3. 737 ***.

***

4. Supplier Diversity.

Customer and Boeing agree to work towards a mutually agreeable solution for meeting diversity requirements in the supply base. Notwithstanding the foregoing sentence, Boeing agrees to (i) identify parts and equipment where Customer makes the procurement decision for potential opportunities; (ii) submit indirect reports until other options are vetted and approved; and (iii) continue to engage with Customer with regard to supplier diversity to ensure Boeing supports Customer's requirements.

5. Assignment.

Unless otherwise noted herein, the *** described in this Letter Agreement are provided as a *** to Customer and in consideration of Customer's taking title to the Aircraft at time of delivery and becoming the operator of the Aircraft. Except as provided in Letter Agreement No. UAL-PA-04761-LA-1801472, this Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing. For purposes of the ***.

6. Confidentiality

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-04761-LA-1801470.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-in-Fact



ACCEPTED AND AGREED TO this

Date: February 26, 2021

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Executive Vice President and
Chief Financial Officer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

UAL-PA-04761-LA-1801469R1

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: ***

Reference: Purchase Agreement No. 04761 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. This Letter Agreement supersedes and replaces in its entirety Letter Agreement UAL-PA-04761-LA-1801469 dated May 15, 2018.

Subject to the terms, provisions, and conditions described herein, ***

1. Customer's ***.

Boeing *** Customer, *** as described in paragraph 3 below, *** for the respective model type. The Effective Date of such *** shall be the date that *** to Customer, unless otherwise mutually agreed to. *** not later than *** after receipt of Customer's written request.

2. ***

At the time of delivery of each Covered Aircraft, or *** after delivery of a Covered Aircraft, ***. Such *** shall be ***, identifying the Covered Aircraft Manufacturer's Serial Number (**MSN**), the delivery date and the Effective Date of the ***.

3. ***

Customer shall *** in accordance with either the *** set forth below, at Customer's option.

***

BOEING/UNITED AIRLINES, INC. PROPRIETARY

BOEING

4. ***

5. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-04761-LA-1801470.

Very truly yours,

THE BOEING COMPANY

By: Irma L. Krueger

Its: Attorney-in-Fact



ACCEPTED AND AGREED TO this

Date: February 26, 2021

UNITED AIRLINES, INC.

By: Gerald Laderman

Its: Executive Vice President and Chief Financial Officer

Attachment A to Letter Agreement UAL-PA-04761-LA-1801469R1

Date: _____

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Attention: Technical Department

Reference: Letter Agreement UAL-PA-04761-LA-1801469R1 to Purchase Agreement 04761 ***

Very truly yours,

THE BOEING COMPANY

By: Irma L. Krueger

Its: Attorney-in-Fact

Attachment A: ***

***

BOEING / UNITED AIRLINES, INC. PROPRIETARY

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-04761-LA-1807022R4

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: *** Aircraft – 737-***

Reference: Purchase Agreement No. PA-04761 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. This Letter Agreement supersedes and replaces in its entirety Letter Agreement UAL-PA-04761-LA-1807022R3 dated June 30, 2020.

1. *** Aircraft.

Subject to the terms and conditions contained in this Letter Agreement, in addition to the Aircraft described in both Table 1's to the Purchase Agreement as of the date of execution of this Letter Agreement, Customer will have the *** Model 737-*** aircraft as *** aircraft (*** **Aircraft)**.

2. Delivery.

The number of aircraft and delivery months are listed in Attachment A-1 (**Attachment A**) to this Letter Agreement. The scheduled delivery position of each *** Aircraft listed in Attachment A provides the delivery schedule in *** consisting of a nominal delivery month (**Nominal Delivery Month**) ***. No later than *** Nominal Delivery Month of Customer's first *** Aircraft in each calendar year, Boeing will provide written notice with a *** Attachment A of the scheduled delivery month for each *** Aircraft with a Nominal Delivery Month in such calendar year.

3. Configuration.

3.1 Subject to the provisions of Article 3.2, below, the configuration for the *** Aircraft will be the Detail Specification for Boeing Model 737-*** aircraft, at the revision level in effect at the time of Definitive Agreement (as defined below). Such Detail Specification *** applicable to the Detail Specification that are developed by Boeing between the *** (as defined below) and the signing of the Definitive Agreement, (ii) changes required to obtain required regulatory certificates, and (iii) other changes as mutually agreed.

3.2 Subject to ***, the *** Aircraft ***, provided that it can achieve the *** which would result pursuant to the provisions of Article 3.1.

BOEING / UNITED AIRLINES, INC. PROPRIETARY



4. Price.

4.1 The Airframe Price and *** Features Prices for each of the *** Aircraft is identified in Attachment A to this Letter Agreement. ***.

4.2 The Airframe Price, *** Features Prices, and Aircraft Basic Price for each of the *** Aircraft shall *** in accordance with the terms set forth in ***.

4.3 The *** Base Price shall be developed in accordance with the terms of the Purchase Agreement and determined at the time of Definitive Agreement.

5. Payment.

5.1 ***

5.2 Notwithstanding the amount shown in Attachment A, the *** Deposit will be *** for each *** Aircraft.

5.3 At Definitive Agreement for the *** Aircraft, *** will be payable as specified in the Purchase Agreement. The remainder of the Aircraft Price for the *** Aircraft will be paid at the time of delivery.

6. ***

6.1 Customer may *** by giving written notice to Boeing on or before the date ***.

6.2 After receipt of Customer's ***.

6.3 ***

7. Definitive Agreement.

Following Customer's *** the parties will sign a definitive agreement for the purchase of such *** Aircraft (**Definitive Agreement**) within ***. The Definitive Agreement will include the provisions of the Purchase Agreement as modified to reflect the provisions of this Letter Agreement. In the event the parties have not entered into a Definitive Agreement within ***, either party ***. If Customer and Boeing fail to enter into the Definitive Agreement, Boeing will ***.

8. Assignment.

Except as provided in Letter Agreement No. UAL-PA-04761-LA-1801472, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or in part.

BOEING / UNITED AIRLINES, INC. PROPRIETARY



9. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-04761-LA-1801470.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-in-Fact

BOEING / UNITED AIRLINES, INC. PROPRIETARY

ACCEPTED AND AGREED TO this

Date: February 26, 2020

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Executive Vice President and Chief Financial Officer

BOEING / UNITED AIRLINES, INC. PROPRIETARY

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-04761-LA-2100095
United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: *** Matters for the 737-8 *** Aircraft (*** **Aircraft**)

References: 1) Purchase Agreement No. 04761 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**); and

2) Aircraft General Terms Agreement dated as of October 10, 1997 between the parties, identified as AGTA-CAL (**AGTA**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

The Purchase Agreement incorporates the terms and conditions of the AGTA between Boeing and Customer. This Letter Agreement modifies certain terms and conditions of the AGTA with respect to the *** Aircraft.

***

*** will be due on the ***. In the event that ***.

3. *** Rights.

3.1 Customer agrees that ***.

3.2 In the event Boeing *** to Boeing pursuant to Article 3.1, absent instruction from Boeing to the contrary, Customer shall, *** under the Purchase Agreement as amended by this Letter Agreement. Customer will ***.

3.3 For all purposes of this paragraph 3, including without limitation, notice, *** or any other application, ***. Boeing expressly reserves all of its rights and remedies under any agreement and applicable law.

4. Confidentiality.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-04761-LA-1801470.



5. Assignment.

Except as provided in Letter Agreement No. UAL-PA-04761-LA-1801472, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

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/ Irma L. Krueger
Its: Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: February 26, 2021

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Executive Vice President and Chief Financial Officer

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-04761-LA-LA-2100096

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Certain Special Matters for the 737-8 *** Aircraft (*** **Aircraft**)

Reference: Purchase Agreement No. 04761 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. ***

At the time of delivery of each such *** Aircraft, unless otherwise noted, Boeing will provide to Customer the following ***:

***	***
***	$***

2. ***

3. Applicability of Certain Letter Agreements to *** Aircraft.

The terms of the Letter Agreements in the following table shall apply to each *** Aircraft with the defined term "Aircraft" being deemed to be replaced with the defined term "*** Aircraft". If Boeing or Customer determines that the references and deemed inclusions described in this Section 3 should be further amended, then Boeing and Customer will work together for a mutually agreeable solution.

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Letter Agreement Applying to *** Aircraft	
3.1	*** pursuant to Letter Agreement UAL-PA-04761-LA-1801469R1
3.2	*** pursuant to Letter Agreement UAL-PA-04761-LA-1801474
3.3	Assignment pursuant to Letter Agreement UAL-PA-04761-LA-1801472

4. Assignment.

Unless otherwise noted herein, the *** described in this Letter Agreement ***. Except as provided in Letter Agreement No. UAL-PA-04761-LA-1801472, this Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing. ***.

5. Confidentiality

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-04761-LA-1801470.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-in-Fact

BOEING / UNITED AIRLINES PROPRIETARY

ACCEPTED AND AGREED TO this

Date: February 26, 2021

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Executive Vice President and Chief Financial Officer

BOEING / UNITED AIRLINES PROPRIETARY

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-04761-LA-2100136

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Open Matters Relating to *** Model 737-8 Aircraft

Reference: (1) Purchase Agreement No. 04761 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**); and

(2) Aircraft General Terms Agreement between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) identified as AGTA-CAL (**AGTA**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement or the AGTA, as the context requires.

1. Background.

Given timing and nature of the Parties' agreement related to the purchase of *** 737-8 Aircraft with *** (*** **Aircraft**), the Parties agree and hereby acknowledge that certain elements have not been defined. Therefore, Boeing and Customer agree to work together as *** Aircraft delivery program develops as related herein.

2. Configuration Revisions.

2.1 The following configuration items will be incorporated onto the *** Aircraft prior to actions under Section 2.2 herein.

***

* -The terms of Letter Agreement UAL-PA-04761-LA-1801469 will apply to each *** Aircraft.

2.2 ***

2.3 To the extent Customer requests further changes that are in addition to the Modification changes to the *** Aircraft under Section 2.2 of this Letter Agreement, such further changes will be subject to *** between Customer and Boeing.

3. Amendment for *** Aircraft Elements.

Boeing will provide a written amendment to the Purchase Agreement (**Amendment**). Customer will execute an Amendment to address the items below:

3.1 On or before *** Boeing will provide a revised Table 1 for the *** Aircraft which will specify the scheduled delivery month of each of the *** Aircraft in place of the Table 2 to the Purchase Agreement. Such replacement Table 1 will take into account the scheduled delivery requirements set forth in Table 2 in effect as the date of this Letter Agreement.

effect at the date of this Letter Agreement.

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3.2 Additionally, the parties will execute any other additional letter agreements or exhibits or supplemental exhibits that the parties deem necessary to deliver the *** Aircraft to Customer in such Amendment or in a subsequent Amendment.

4. Buyer Furnished Equipment.

Exhibit A, "Buyer Furnished Equipment Provisions Document", to the AGTA will fully govern the responsibilities and obligations of the Parties for BFE identified in the ***.

5. Assignment.

Except as provided in Letter Agreement No. UAL-PA-04761-LA-1801472, the right and obligations described in this Letter Agreement arc provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

6. Confidentiality

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-04761-LA-1801470.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-in-Fact

BOEING / UNITED AIRLINES PROPRIETARY

ACCEPTED AND AGREED TO this

Date: February 26, 2021

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Executive Vice President and Chief Financial Officer

BOEING / UNITED AIRLINES PROPRIETARY

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-04761-LA-2100718

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Certain Special Matters for the *** Aircraft

Reference: Purchase Agreement No. 04761 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Definitions.

*** **Aircraft** means the *** Aircraft comprised of

***

2. *** for the *** 737-9 Aircraft.

In addition to the *** specified in Sections 1.3 and 1.4 of Letter Agreement UAL-PA-04761-LA-1801467R3 titled "Special Matters - MAX Aircraft", at the time of delivery Boeing shall ***.

3. *** Provisions for the *** 737-10 Aircraft.

3.1 In addition to the *** specified in Section 1.1 of Letter Agreement UAL-PA-04761-LA-1801467R3 titled "Special Matters - MAX Aircraft", each *** 737-10 Aircraft ***.

***

4. Assignment.

Unless otherwise noted herein, the *** described in this Letter Agreement are provided as *** to Customer and in consideration of Customer's taking title to the Aircraft at time of delivery and becoming the operator of the Aircraft. Except as provided in Letter Agreement No. UAL-PA-04761-LA-1801472, this Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing. For purposes of the ***.

BOEING / UNITED AIRLINES PROPRIETARY



5. Confidentiality.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-04761-LA-1801470.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-in-Fact

BOEING / UNITED AIRLINES PROPRIETARY



ACCEPTED AND AGREED TO this

Date: February 26, 2021

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Executive Vice President and Chief Financial Officer

BOEING / UNITED AIRLINES PROPRIETARY

Exhibit 10.34

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

SUPPLEMENTAL AGREEMENT NO. 13 to

PURCHASE AGREEMENT NUMBER 04815

between

THE BOEING COMPANY

and

UNITED AIRLINES, INC.

relating to

BOEING MODEL 787 AIRCRAFT

THIS SUPPLEMENTAL AGREEMENT No. 13 (**SA-13**) is entered into as of September 28, 2023 by and between The Boeing Company, a Delaware corporation, (**Boeing**) and United Airlines, Inc., a Delaware corporation, (**Customer**);

WHEREAS, Customer and Boeing entered into Purchase Agreement No. 04815 dated as of the 31st day of May of 2018 as amended and supplemented (**Purchase Agreement**), relating to the purchase and sale of Model 787 aircraft. This Supplemental Agreement is an amendment to the Purchase Agreement; and

WHEREAS, solely to conform and further amend the Purchase Agreement to reflect Customer and Boeing's agreement to:

(i) Exercise the fifty (50) 787-9 Option Aircraft set forth below and add the resulting Aircraft to the Purchase Agreement (**SA-13 Aircraft**);

Del Month	Del Month	Del Month	Del Month	Del Month
1. ***	2. ***	3. ***	4. ***	5. ***

Del Month	Del Month	Del Month	Del Month	Del Month
6. ***	7. ***	8. ***	9. ***	10. ***
11. ***	12. ***	13. ***	14. ***	15. ***
16. ***	17. ***	18. ***	19. ***	20. ***
21. ***	22. ***	23. ***	24. ***	25. ***
26. ***	27. ***	28. ***	29. ***	30. ***
31. ***	32. ***	33. ***	34. ***	35. ***
36. ***	37. ***	38. ***	39. ***	40. ***
41. ***	42. ***	43. ***	44. ***	45. ***
46. ***	47. ***	48. ***	49. ***	50. ***

(ii) Update the supplemental exhibit concerning BFE variables to add the SA-13 Aircraft;
(iii) Modify existing:
(a) Aircraft *** provisions;
(b) Administrative matters within existing *** considerations for the undelivered SA-12 Aircraft; and
(c) *** provisions;
(iv) Add an additional *** Aircraft to the *** Aircraft Letter Agreement (defined below) as set forth in Section 4.4 below;
(v) Revise certain *** commitments; and
(vi) Provide (a) certain *** and (b) the *** for any Aircraft resulting from Customer's *** Aircraft added by this SA-13.

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

1. Table of Contents.

The "Table of Contents" is deleted in its entirety and replaced with the attached "Table of Contents" (identified by "SA-13").

2. Tables.

Table 1 is deleted in its entirety and replaced with the attached Table 1 entitled "*787-*** Aircraft Delivery, Description, Price and* ***" (identified by "SA-13") to add the SA-13 Aircraft to the Purchase Agreement.

3. Supplemental Exhibit.

Supplemental Exhibit BFE1 is deleted in its entirety and replaced with the attached Supplemental Exhibit BFE1 entitled "*BFE Variables 787-*** Aircraft*" (identified by "SA-13") to provide BFE on dock dates for the SA-13 Aircraft and update the status of the BFE elements

for 787-*** Aircraft which are subject of Letter Agreement No. UAL-PA-04815-LA-22006311 entitled "787 Open Matters".

4. Letter Agreements.

4.1. Letter Agreement No. UAL-PA-04815-LA-1802885R1 is deleted in its entirety and replaced with Letter Agreement No. UAL-PA-04815-LA-1802885R2 entitled "A*ircraft Model* ***" (identified by "SA-13") to revise certain administrative matters.

4.2. Letter Agreement No. UAL-PA-04815-LA-1802886R4 is deleted in its entirety and replaced with Letter Agreement No. UAL-PA-04815-LA-1802886R5 entitled "*Special Matters*" (identified by "SA-13") to revise certain administrative matters.

4.3. Letter Agreement No. UAL-PA-04815-LA-1802895R5 is deleted in its entirety and replaced with Letter Agreement No. UAL-PA-04815-LA-1802895R6 entitled "*** *Matters*" (identified by "SA-13") to modify existing *** provisions as mutually agreed by the parties.

4.4. Letter Agreement No. UAL-PA-04815-LA-1802897R1 is deleted in its entirety and replaced with Letter Agreement No. UAL-PA-04815-LA-1802897R2 entitled "*** *Aircraft*" (identified by "SA-13", the ***** Aircraft Letter Agreement**) to (i) remove the SA-13 Aircraft resulting from Customer's *** SA-13 Aircraft and (ii) add *** additional *** Aircraft (such additional *** Aircraft, **Special *** Aircraft**). The resulting quantity of total *** Aircraft at execution of this SA-13 is *** Aircraft.

4.5. Letter Agreement No. UAL-PA-04815-LA-22006156 is deleted in its entirety and replaced with Letter Agreement No. UAL-PA-04815-LA-22006156R1 entitled "*787 ****" (identified by "SA-13") to revise certain ***.

4.6. Letter Agreement No. UAL-PA-04815-LA-22006204 is deleted in its entirety and replaced with Letter Agreement No. UAL-PA-04815-LA-22006204R1 entitled "*787 *** Matters*" (identified by "SA-13") to provide certain *** for the SA-13 Aircraft as mutually agreed by the parties.

4.7. Letter Agreement No. UAL-PA-04815-LA-23005341 entitled "*Special Matters – SA-13 *** 787 Aircraft*" is added to the Purchase Agreement to provide the economic terms

SA-13 787 Aircraft is added to the Purchase Agreement to provide the economic terms relating to each 787-*** Aircraft resulting from Customer's *** Aircraft.

5. Miscellaneous.

Boeing and Customer agree that *** under this SA-13 and shall be *** after executing this SA-13. The Purchase Agreement will be deemed supplemented to the extent provided herein as of the date hereof and as so supplemented will continue in full force and effect.

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

THE BOEING COMPANY	UNITED AIRLINES, INC.
/s/ Irma L. Krueger	/s/ Gerald Laderman
Signature	Signature
Irma. L. Krueger	Gerald Laderman
Printed Name	Printed Name
Attorney-in-Fact	Executive Vice President, Finance
Title	Title

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ARTICLES		SA NUMBER
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Article 2.	Delivery Schedule	
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1.	**787-*** Aircraft Delivery, Description, Price and *** (*** 787-*** Aircraft)**	**SA-13**
1.	787-*** Aircraft Delivery, Description, Price and ***	SA-8
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A1	787-*** Aircraft Configuration ***	SA-10
A2	787-*** Aircraft Configuration	
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BFE1.	**BFE Variables 787-*** Aircraft ***	**SA-13**

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SLP1.	Service Life Policy Components	
LETTER AGREEMENTS		**SA NUMBER**
LA-1802882	Special Matters Relating to COTS Software and End User License Agreements	
LA-1802883	Installation of Cabin Systems Equipment	
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LA-1802886R5	**Special Matters**	**SA-13**
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LA-1802895R6	***** Matters**	**SA-13**
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BOEING / UNITED AIRLINES, INC. PROPRIETARY

LA-1802897R2	***** Aircraft**	**SA-13**
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LA-1907123	Other Special Matters	SA-5
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LA-2001835R1	Certain Special Matters	SA-8
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LA-22006156R1	**787 *****	**SA-13**
LA-22006204R1	**787 Delivery *** Matters**	**SA-13**

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LETTER AGREEMENTS		**SA NUMBER**
LA-22006226	Training Support	SA-12
LA-22006285	***	SA-12

SUPPLEMENTAL AGREEMENTS	DATED AS OF
Supplemental Agreement No. 1	September 25, 2018
Supplemental Agreement No. 2	November 1, 2018
Supplemental Agreement No. 3	December 12, 2018
Supplemental Agreement No. 4	April 26, 2019
Supplemental Agreement No. 5	October 31, 2019
Supplemental Agreement No. 6	February 7, 2020
Supplemental Agreement No. 7	March 20, 2020
Supplemental Agreement No. 8	June 30, 2020
Supplemental Agreement No. 9	February 26, 2021
Supplemental Agreement No. 10	August 25, 2022
Supplemental Agreement No. 11	September 27, 2022
Supplemental Agreement No. 12	December 12, 2022
Supplemental Agreement No. 13	**September 28, 2023**

Table 1 to Purchase Agreement No. 04815
787-* Aircraft Delivery, Description, Price and ***
(787-*)**

Airframe Model/MTOW:	787-***	*** pounds	[1]
Engine Model/Thrust:	***	*** pounds	[2]
Airframe Price:			***
***** Features:**			*** [3]
Sub-Total of Airframe and Features:			***
Engine Price (Per Aircraft):			*** [2]
Aircraft Basic Price (Excluding BFE/SPE):			***
Buyer Furnished Equipment (BFE) Estimate:			***
Seller Purchased Equipment (SPE)			*** [3]
Deposit per Aircraft:			*** [4]

Detail Specification:		***
Airframe Price Base Year/* Formula:	***	***
Engine Price Base Year/* Formula:	***	***
Airframe * Data:**		
Base Year Index (ECI):		***
Base Year Index (CPI):		***
Engine * Data:**		
Base Year Index (ECI):		***
Base Year Index (CPI):		***

# of Aircraft	SA-13 Activity	Delivery Date	Number of Aircraft	*** Factor (Airframe)	*** Factor (Engine)	*** Forecast	Manufacturer Serial Number[++]	*** Estimate *** Base Price Per A/P	*** (Amts. Due/*** Prior to Delivery):			
									***	***	***	
***		***	***	***	***	***	***	***	***	***	***	
	***	Total:	***									

[1] *

[2] *

[3] *

[4] *

[++] Manufacturer Serial Numbers ***

BUYER FURNISHED EQUIPMENT VARIABLES

between

THE BOEING COMPANY

and

UNITED AIRLINES, INC.

Supplemental Exhibit BFE1
to Purchase Agreement Number 04815

BUYER FURNISHED EQUIPMENT VARIABLES

relating to

BOEING MODEL 787-* AIRCRAFT**

This Supplemental Exhibit BFE1 contains supplier selection dates, on-dock dates and other requirements applicable to the Aircraft.

1. Supplier Selection.

Customer will select and notify Boeing of the suppliers and part numbers of the following BFE items:

*** ***

Customer *** Boeing to complete all necessary actions including, but not limited to, the Initial Technical Coordination Meeting (**ITCM**).

2. On-dock Dates and Other Information.

Boeing will provide to Customer the BFE requirements, electronically in My Boeing Fleet (**MBF**) through My Boeing Configuration (**MBC**) or by other means, setting forth *** relating to the in-sequence installation of BFE. These requirements may be periodically revised by Boeing. Customer's and Boeing's *** and *** set forth in Exhibit A to the AGTA apply to the BFE requirements in this Supplemental Exhibit BFE1. For planning purposes, the *** Aircraft's *** BFE *** and the *** on-dock dates for all BFE items are provided below. Such dates are subject to change based on the dates negotiated and agreed to at the ITCM.

The below "Completion Date" represents the *** of the *** by when the specific milestone must be completed to support the BFE *** program.

Customer's * Aircraft: BFE *** Class *** and *** Milestones (*** Aircraft Delivery Only)**

Milestone	Completion Date	Comments
***	***	

**** On-Dock for All BFE Items**

(Note: All requirements are set forth below. If a month is listed, then the due date is the *** of the ***. If no date is listed, then there is no requirement.)

***	***	***	***

* ***

3. Additional Delivery Requirements - Import.

Customer will be the **importer of record** (as defined by U.S. Customs and Border Protection) for all BFE imported into the United States, and as such, it has the responsibility to ensure all of Customer's BFE shipments comply with U.S. Customs Service regulations.

BOEING PROPRIETARY

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

UAL-PA-04815-LA-1802885R2

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Aircraft Model ***

Reference: Purchase Agreement No. 04815 (**Purchase Agreement**) between The Boeing

Reference: Purchase Agreement No. 04815 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used and not defined in this Letter Agreement have the same meaning as in the Purchase Agreement. This Letter Agreement supersedes and replaces in its entirety Letter Agreement UAL-PA-04815-LA-1802885R1, dated December 12, 2022.

Subject to availability, and subject to the terms and conditions set forth in the Letter Agreement (***), Customer may ***:

***	***	***	Applicable Attachment
***	***	***	B
***	***	***	C
***	***	***	A

1. Definitions.

"* Aircraft"** means any Model 787-***, 787-*** or 787-*** aircraft resulting from Customer ***.

BOEING/UNITED AIRLINES, INC. PROPRIETARY

2. *.**

2.1 The Airframe *** for each *** Aircraft is as set forth in Attachments A, B, and C; and will be subject to adjustment to reflect: a) *** affecting a *** Aircraft *** an Aircraft after the date hereof; and b) any other changes to such *** Aircraft to which Boeing and Customer may mutually agree after the date of the *** identified in Attachments A, B and C. *** of *** Aircraft is subject to change *** or *** is *** for the *** Aircraft. Unless otherwise agreed by the *** manufacturer, *** shall be *** as of the date of execution of the definitive purchase agreement for the *** Aircraft.

3. * Notice.**

Customer shall notify Boeing of its intent to *** at least:

3.1 *** for 787-*** and *** for a 787-*** if such Aircraft had been previously certified; and

3.2 *** prior to the scheduled delivery month of the Aircraft for which it will be ***.

3.3 *** Requirements for 787-***. In addition to the terms set forth in Section 3.2 above, for Boeing model 787-8 aircraft, Customer shall provide its *** in accordance with the following:

3.3.1 *** rights into Boeing model 787-*** aircraft apply solely to Aircraft having a scheduled delivery month on or after ***;

3.3.2 *** rights shall be *** Boeing model 787-*** aircraft.

For the avoidance of doubt, any *** Aircraft shall be considered an "Aircraft" for purposes of the Purchase Agreement.

4. **Training**.

The training terms of Supplemental Exhibit CS1 Part 1 of the Purchase Agreement shall apply to the *** Aircraft. ***.



5. **Production Constraints.**

5.1 With respect to any *** Aircraft, Customer's *** is further conditioned upon Boeing having *** for the *** Aircraft in the *** as the Aircraft ***. Within *** after receipt of a ***, Boeing will provide a written response to Customer's *** indicating *** Boeing's ***.

5.2 If Boeing is *** to manufacture the *** Aircraft in the ***, then Boeing *** for the *** Aircraft for Customer's consideration and written acceptance within *** of ***.

5.3 All of Boeing's quoted delivery positions for *** Aircraft shall be considered *** until such time as the parties enter into a definitive supplemental agreement in accordance with paragraph 6 below.

6. Supplemental Agreement.

Boeing and Customer will enter into a Supplemental Agreement with respect to each *** Aircraft for the purpose of incorporating the *** Aircraft into the Purchase Agreement. Boeing and Customer will cooperate in good faith and exert commercially reasonable efforts to negotiate and execute a Supplemental Agreement within *** of the later of (i) Customer's *** to Boeing or (ii) ***. Upon the execution and delivery of a Supplemental Agreement pursuant to this Section ***, the aircraft identified in such Supplemental Agreement shall be deemed a "***Aircraft" for purposes of this Letter Agreement and an "Aircraft" as defined in the Purchase Agreement and shall be governed by the Purchase Agreement.

7. Assignment.

Except as provided in Letter Agreement No. UAL-PA-04815-LA-1802894 entitled "Assignment Matters", the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

8. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-04815-LA-1802890 entitled "Privileged and Confidential Matters".

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: September 28, 2023

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Executive Vice President, Finance

Attachments:

Attachment A: 787-*** ***;

Attachment B: 787-*** ***; and

Attachment C: 787-*** ***

BOEING/UNITED AIRLINES, INC. PROPRIETARY



The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

UAL-PA-04815-LA-1802886R5

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Special Matters

Reference: Purchase Agreement No. 04815 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement. This Letter Agreement replaces and supersedes Letter Agreement UAL-PA-04815-LA-1802886R4, dated December 12, 2022, in its entirety.

1. ***.

1.1. 787-*** ***.

In consideration of Customer's purchase of 787-*** Aircraft, Boeing *** at the time of delivery of each 787-*** Aircraft and 787-*** *** Aircraft, *** to Customer ***. The *** is subject to the *** as *** at the time of delivery. *** may *** to *** at the time of delivery for such Aircraft, or for the *** of Boeing *** and ***, but *** on Aircraft.

1.2. 787-*** ***.

In consideration of Customer's purchase of 787-*** Aircraft, Boeing *** at the

time of delivery of each 787-*** Aircraft and 787-*** *** Aircraft, *** to Customer ***. The *** is subject to the *** as *** at the time of delivery. *** may *** to *** at the time of delivery for such Aircraft, or for the *** of Boeing *** and ***, but *** on Aircraft.



1.3. 787-*** ***.

In consideration of Customer's purchase of 787-*** Aircraft, Boeing *** at the time of delivery of each 787-*** Aircraft and 787-*** *** Aircraft, *** to Customer ***. The *** is subject to the *** as *** at the time of delivery. *** may *** to *** at the time of delivery for such Aircraft, or for the *** of Boeing *** and ***, but *** on Aircraft.

1.4. ***.

Boeing *** to Customer a ***.

2. ***.

***

***				
***	***	***	***	***

***	
***	***
***	$***

***

3. ***.

***

4. Assignment.

Except as provided in Letter Agreement No. UAL-PA-04815-LA-1802894 entitled "Assignment Matters", the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

5. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-04815-LA-1802890 entitled "Privileged and Confidential Matters".

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: September 28, 2023

UNITED AIRLINES, INC.

By /s/ Gerald Laderman

Its Executive Vice President, Finance

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-04815-LA-1802895R6

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: *** Matters for Certain 787 Aircraft

References: 1) Purchase Agreement No. 04815 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**); and

2) Aircraft General Terms Agreement dated as of October 10, 1997 between the parties, identified as AGTA-CAL (**AGTA**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. The Purchase Agreement incorporates the terms and conditions of the AGTA. This Letter Agreement modifies certain terms and conditions of the AGTA with respect to the Aircraft. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement or the AGTA, as the context requires. This Letter Agreement supersedes and replaces in its entirety Letter Agreement UAL-PA-04815-LA-1802895R5 dated December 12, 2022.

1. ***.

***

***	***

***

***	***	***	***	***

***

2. ***.

***

2.3 Boeing Invoice. Boeing shall submit to Customer, not less than *** prior to the end of each quarter, an invoice for *** during each such quarter. Customer's payment is due and payable to Boeing on the *** day of the following month. Boeing's invoice will show *** for each Aircraft ***. The invoice will also include *** with respect to other aircraft in other purchase agreements between Customer and Boeing.

***

2.7 Special Matters. The terms set forth in this Letter Agreement shall be subject to the provisions set forth in letter agreements UAL-PA-04815-LA-1802886R5, including successors



thereof, entitled "Special Matters" and UAL-PA-04815-LA-23005341 entitled "Special Matters – SA-13 *** 787 Aircraft".

3. ***.

***

***	******
***	$***
***	***
***	***
***	$***

***

3.4 Reserved.

4. ***.

***

5. ***.

***

6. Reserved.

7. *** Rights.

7.1 Customer agrees that ***.

7.2 In the event Boeing *** to Boeing pursuant to Section ***, absent instruction from Boeing to the contrary, Boeing shall provide Customer *** and Customer shall, *** under the Purchase Agreement as amended by this Letter Agreement. Customer will ***. Boeing will provide Customer *** so that Customer can *** under this Section ***.

7.3 For all purposes of this Section ***, including without limitation, notice, *** or any other application, ***. Boeing expressly reserves all of its rights and remedies under any agreement and applicable law.

8. Assignment.

Except as provided in Letter Agreement No. UAL-PA-04815-LA-1802894 entitled "Assignment Matters", the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

9. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-04815-LA-1802890 entitled "Privileged and Confidential Matters."

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/ Irma L. Krueger

Its: Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: September 28, 2023

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Executive Vice President, Finance

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

UAL-PA-04815-LA-1802897R2

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: *** Aircraft

Reference: Purchase Agreement 04815 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement. This Letter Agreement supersedes and replaces in its entirety Letter Agreement UAL-PA-04815-LA-1802897R1 dated December 12, 2022.

Boeing agrees to manufacture and sell to Customer additional Boeing model 787-*** aircraft (collectively and each an *** **Aircraft**) in accordance with the terms of this Letter Agreement. The model, delivery *** per aircraft and *** schedule are listed in Attachment A-1 and the delivery *** and *** information data for certain of the *** Aircraft are provided in Attachment A-2 for the *** Aircraft.

1. **Aircraft Description and Changes.**

1.1 Aircraft Description: The *** Aircraft are described by the Detail Specification listed in Attachment A-1, and are subject to the items in Section 1.2 below.

1.2 Changes: The Detail Specification will be revised to include:

(i) Changes applicable to the *** Model 787 aircraft which are developed by Boeing between the date of the Detail Specification and the signing of the definitive agreement to purchase the *** Aircraft;

(ii) Changes required to obtain required regulatory certificates; and

(iii) Changes mutually agreed upon.



2. **Price.**

2.1. The *** of the *** Aircraft are listed in Attachment A-1 to this Letter Agreement.

2.2. ***.

2.2.1. ***. The *** that will be identified in the definitive agreement for the *** Aircraft will equal (i) the *** as of the date of execution of the Purchase Agreement for the ***, and (ii) for any changes incorporated between the date of execution of the Purchase Agreement for the *** and the date of execution of the definitive agreement for the *** Aircraft, the *** associated with such changes will be those first published by Boeing ***. For the avoidance of doubt, *** that are not published by Boeing as of the date of execution of the Purchase Agreement for the *** will be *** to the same *** as the *** for the *** in accordance with *** Boeing uses ***. The *** for the *** Aircraft will *** in accordance with Supplemental Exhibit AE1. Boeing represents that the *** provided in this Section 2.2 are consistent with the terms of Letter Agreement 6-1162-KKT-080R2, including as may subsequently be amended.

2.2.2. ***. The *** for each *** Aircraft will be *** on the same basis as the Aircraft, and will *** for *** in accordance with the terms set forth in Article 2.1.5 of the AGTA.

2.2.3. ***. The ***, listed in Supplement Exhibit EE1 to the Purchase Agreement, have been *** to the months of scheduled delivery using *** listed in the Attachment A-1 to this Letter Agreement. The *** will be *** by the *** prior to the signing of a definitive agreement for the *** Aircraft.

2.2.4. ***. The *** of the *** Aircraft will *** to the *** as of the date of execution of the definitive agreement for the *** Aircraft unless the *** agrees to the ***.

3. **Payment.**

3.1 Customer will pay a *** to Boeing in the amount shown in Attachment A-1 for each *** Aircraft (***), on the date of this Letter Agreement. If Customer *** an ***, the *** will be *** against the *** for such *** Aircraft. If Customer does not *** an ***, Boeing will retain the *** for that *** Aircraft and apply it, ***, then the *** may be applied to *** for Boeing *** and ***.

3.2 If Customer *** its *** to acquire an *** Aircraft, *** in the amounts and at the times listed in Attachment A-1 will be *** for that *** Aircraft. The *** of the Aircraft Price for that *** Aircraft will be paid ***.

4. ***.

4.1. Customer may *** by giving written notice to Boeing in accordance with the following terms:

4.1.1. *** Aircraft.

4.1.1.1. For *** Aircraft that *** Aircraft: *** prior to the first business day of the applicable delivery month listed in Attachment A-1.

4.1.1.2. For *** Aircraft that are listed in Attachment A-2: *** prior to the first business day of the applicable delivery month listed in Attachment A-1.

4.1.2. *** Aircraft with ***:

At the date of this Letter Agreement, there are *** Aircraft with *** dates aligned to *** Aircraft shown in Attachment A-2. *** of these *** Aircraft shall be on the basis of the sequence described below:

(i) If any *** Aircraft specified in column A of Attachment A-2 is *** pursuant to this Letter Agreement, then the *** for the *** Aircraft specified in column C of Attachment A-2 is provided in column D of Attachment A-2.

(ii) If the *** Aircraft specified in Column C of Attachment A-2 is *** pursuant to this Letter Agreement to create an Aircraft under the Purchase Agreement, then the *** for the *** Aircraft specified in Column E is as specified in Column F. Alternatively, if the *** Aircraft described in Section *** above is *** by the ***, then the *** Aircraft specified in column E *** and the terms of Section 3.1 shall apply to the ***.

(iii) If an *** Aircraft shown in column A of Attachment A-2 is ***, then *** Aircraft in the same row as the *** Aircraft that was *** by the *** in column C and column E and the of Attachment A-2 shall *** and the terms of Section *** shall apply to the ***.

4.2. For the avoidance of doubt, any *** Aircraft for which Customer has *** its rights under this Letter Agreement shall be considered an "Aircraft" for purposes of the Purchase Agreement.

4.3. Certain *** Aircraft added to this Letter Agreement pursuant to SA-13 to the Purchase Agreement are classified as "*** Aircraft", as further noted in Attachment A-1. For each *** Aircraft that Customer *** purchase, such *** Aircraft will be added to the Purchase Agreement as a "SA-13 *** 787 Aircraft" and will be subject to the terms contained in letter

agreement no. UAL-PA-04815-LA-23005341 entitled "Special Matters – SA-13 *** Aircraft".

4.4. Customer's Model 787-*** aircraft in Attachment A-1 are scheduled by ***. Upon *** of an *** Aircraft, Boeing has the ***the scheduled delivery by *** in Attachment A-1 with written notice to Customer ***; provided, that Boeing ***. Any such *** will amend the *** Aircraft delivery schedule and all other applicable terms and conditions will be *** accordingly. *** (as defined in Section 7.1 of the AGTA) or *** (as defined in Letter Agreement UAL-PA-03860-LA-1209414, entitled "Other Special Matters"), and all applicable terms and conditions set forth in the Purchase Agreement, (e.g., *** and *** and ***) shall be aligned to such *** delivery month.

5. **Contract Terms.**

Boeing and Customer will use their best efforts to reach a definitive agreement for the purchase of an *** Aircraft, including the terms and conditions contained in this Letter Agreement, in the Purchase Agreement, and other terms and conditions as may be agreed upon to add the *** Aircraft to the Purchase Agreement as an Aircraft. If the parties have not entered into a definitive agreement within *** following ***, either party *** the purchase of *** Aircraft by giving written notice to the other within ***. If Customer and Boeing *** into such definitive agreement, Boeing will (i) *** the *** for that *** Aircraft; (ii) apply *** by Customer on any Boeing aircraft as ***; and (iii) have no further obligation with respect to *** Aircraft.

6. **Assignment**.

Except as provided in Letter Agreement No. UAL-PA-04815-LA-1802894, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or in part.

7. **Confidential Treatment**.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-04815-LA-1802890.

Attachment A-1: 787-***: *** Aircraft Delivery, Description, Price and ***

Attachment A-2: *** data for certain *** Aircraft



Very truly yours,

THE BOEING COMPANY

By /s/ Irma L. Krueger

Its Attorney-in-Fact



ACCEPTED AND AGREED TO this

Date: September 28 , 2023

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Executive Vice President, Finance

Attachment A-2: *** Aircraft *** Data

	Column [A] *** Aircraft Delivery ***	Column [B] ***	Column [C] *** Aircraft Delivery ***	***	Column [E] *** Aircraft Delivery ***	Column [F] ***
	***	***	***	***	***	***

Attachment A-1 to Letter Agreement 04815-LA-1802897R2 Entitled * Aircraft"**
787-* Aircraft Delivery, Description, Price and ***
(787-*)**

Airframe Model/MTOW:	787-***	*** pounds	1	**Detail Specification:**	***
Engine Model/Thrust:	***	*** pounds	2	**Airframe Price Base Year/* Formula:**	*** ***
Airframe Price:		***		**Engine Price Base Year/* Formula:**	*** ***
*** Features:**		***	3		
Sub-Total of Airframe and Features:		***		**Airframe * Data:**	
Engine Price (Per Aircraft):		***	2	**Base Year Index (ECI):**	***
Aircraft Basic Price (Excluding BFE/SPE):		***		**Base Year Index (CPI):**	***
Buyer Furnished Equipment (BFE) Estimate:		***		**Engine * Data:**	
In-Flight Entertainment (IFE) Estimate:		***	3	**Base Year Index (ECI):**	***
Deposit per Aircraft:		***	+	**Base Year Index (CPI):**	***

										*** Per Aircraft (Amts. Due/* Prior to Delivery):

# of Aircraft		Delivery Date	Number of Aircraft	*** Factor (Airframe)	*** Factor (Engine)	*** Forecast	Unique Option Characteritics, if Any	***	*** Estimate *** Base Price Per A/P	***	***	***	
										***	***	***	
***	***	***	***	***	***	***	***	***	***	***	***	***	
	***	Total:	***										

[1] ***

[2] ***

[3] ***

***

***

. ***

. ***

+ ***

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-04815-LA-22006156R1

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: 787 Special ***

Reference: Purchase Agreement No. 04815 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. This Letter Agreement replaces and supersedes UAL-PA-04815-LA-22006156 dated December 12, 2022 in its entirety. Boeing and Customer wish to enter into an agreement for *** in support of the Aircraft as more specifically provided below.

1. Definitions.

Performance Period shall mean the period beginning ***, as may be extended pursuant to Section 3 herein.

Performance Sub-Period shall mean each of the *** within the Performance Period. The first Performance Sub-Period will end on ***.

*** shall mean mutually agreed ***.

Qualifying Third Party Fees shall mean fees paid by Customer to third party providers for *** provided to Customer during the Performance Period.

2. Commitment.

In further consideration of Customer's purchase of the Aircraft, Boeing agrees to provide *** to Customer during the Performance Period in a value not to exceed ***.

3. Methods of Performance.

3.1 Boeing provided *** shall be spent on *** selected at *** and shall be made available for *** or as *** for *** selected by Customer. Payment shall be made within *** of presentation of ***. The amount made available in any Performance Sub-Period shall be *** (***), (**Annual *** Fund)**. Any *** Annual *** Fund amounts in any previous Performance

Sub-Periods shall *** Performance Sub-Periods to create an *** of the Annual *** Fund available until *** or the Performance Period ***. For clarity, Boeing shall have no further obligation to Customer for any *** Annual *** Fund amount ***; provided that, *** of the Performance Period shall be eligible for payment with Annual *** Fund amounts regardless if the Performance Period has ***. Boeing will provide written notice to Customer regarding (i) the *** amounts for the previous Performance Sub-Period and current balance of the Annual *** Fund within *** of the end of each Performance Sub-Period, (ii) upon written request from Customer, the *** amounts as of the date of such request for the current Performance Sub-Period and *** of the Annual *** Fund, and (iii) the amount of any *** Annual *** Fund on or about ***.

3.2 As a further clarification and for the avoidance of doubt, the parties further agree that the sum of *** (***) shall be available to Customer on a *** which shall be spent on *** selected at Customer's sole discretion. The Parties agree that the *** for an Aircraft shall constitute a *** in which *** can be used.

4. Availability of Boeing Marketing Services.

Following the execution of this Letter Agreement, a Boeing *** representative will meet with Customer's designated representative to ***.

5. Confidentiality.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-04815-LA-1802890.

6. Assignment.

Except as provided in Letter Agreement No. UAL-PA-04815-LA-1802894, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: September 28, 2023

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Executive Vice President, Finance

BOEING/UNITED AIRLINES, INC. PROPRIETARY

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-04815-LA-22006204R1

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: 787 Delivery *** Matters

Reference: Purchase Agreement No. 04815 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement. This Letter Agreement supersedes and replaces in its entirety Letter Agreement UAL-PA-04815-LA-22006204 dated December 12, 2022.

1. ***.

Customer has requested, and Boeing has agreed to provide, *** in respect of 787-*** Aircraft specified in Table 1 as of the date of this Letter Agreement delivering after *** and any *** Aircraft resulting from an aircraft *** pursuant to the terms of Letter Agreement No. UAL-PA-04815-LA-1802885R2 of such 787-*** Aircraft, (*** **Aircraft**) (*** Aircraft satisfying the requirements of this Section 1 are referred to herein as *** **Aircraft**). Boeing will provide *** in respect of *** Aircraft subject to the terms and conditions contained in this Letter Agreement. For clarity, the *** shall not apply to any *** Aircraft *** of Supplemental Agreement No. 13 to this Purchase Agreement.

1.1 ***.

1.2 Notice Requirement. Subject to availability pursuant to Section 1.1 above, Customer may *** by giving written notice to Boeing on or before the date that is *** prior to the *** of the delivery month specified in Table 1 for the applicable *** Aircraft.

***

2. *** Rights.

Customer has requested, and Boeing has agreed to provide, delivery *** in the form of *** in respect of 787-*** Aircraft and any *** Aircraft resulting from an aircraft *** pursuant to the terms of Letter Agreement No. UAL-PA-04815-LA-1802885R2 that are contracted for scheduled delivery after *** excluding the *** Aircraft as that term is defined in recital (i) to Supplemental

BOEING/UNITED AIRLINES, INC. PROPRIETARY



Agreement No. 13 to the Purchase Agreement (*** **Aircraft**). Boeing will provide *** in respect of *** Aircraft subject to the terms and conditions contained in this Letter Agreement.

2.1 Each *** (i) is offered to Customer subject to *** Aircraft that is not listed on Attachment A-2 to Letter Agreement UAL-PA-04815-LA-1802897R2 entitled "*** Aircraft" (*** **Aircraft**) in the desired delivery month; and (ii) will require *** of the *** Aircraft with an *** Aircraft that the parties agree satisfies ***.

2.2 Notice Requirement. Subject to availability pursuant to Section 2.1 above, Customer may *** each *** by providing Boeing with advance written notification that is at least *** prior to the delivery month of the desired *** Aircraft.

2.3 ***.

3. Definitive Agreement.

If Customer agrees with the ***. The Supplemental Agreement will include the provisions of the Purchase Agreement as modified to reflect the provisions of this Letter Agreement. In the event the parties, despite having exercised good faith in reaching a Supplemental Agreement without delay, have not entered into a Supplemental Agreement within ***, either party may ***. If Customer and Boeing ***.

4. BFE / SPE Matters.

Subject to Boeing having ***.

5. Assignment.

Except as provided in Letter Agreement No. UAL-PA-04815-LA-1802894 entitled "Assignment Matters", the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

BOEING/UNITED AIRLINES, INC. PROPRIETARY

6. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-04815-LA-1802890 entitled "Privileged and Confidential Matters".

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-in-Fact

BOEING/UNITED AIRLINES, INC. PROPRIETARY

ACCEPTED AND AGREED TO this

Date: September 28, 2023

UNITED AIRLINES, INC.

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Executive Vice President, Finance

BOEING/UNITED AIRLINES, INC. PROPRIETARY

The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-PA-04815-LA-23005341

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: Special Matters – SA-13 *** 787 Aircraft

Reference: Purchase Agreement No. 04815 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement. This Letter Agreement is only applicable to the SA-13 *** 787 Aircraft as defined in Section 2 herein.

1. ***.

1.1. 787-***.

In consideration of Customer's purchase of 787-*** Aircraft, Boeing *** at the time of delivery of each 787-*** Aircraft and 787-*** Aircraft, *** to Customer ***. The *** is subject to the *** as *** at the time of delivery. *** may *** to *** at the time of delivery for such Aircraft, or for the *** of Boeing *** and ***, but *** on Aircraft.

1.2. 787-***.

In consideration of Customer's purchase of 787-*** Aircraft, Boeing *** at the time of delivery of each 787-*** Aircraft and 787-*** Aircraft, *** to Customer ***. The *** is

time of delivery of each 787-*** Aircraft and 787-*** Aircraft, *** to Customer ***. The *** is subject to the *** as *** at the time of delivery. *** may *** to *** at the time of delivery for such Aircraft, or for the *** of Boeing *** and ***, but *** on Aircraft.



1.3. 787-***.

In consideration of Customer's purchase of 787-*** Aircraft, Boeing *** at the time of delivery of each 787-*** Aircraft and 787-*** Aircraft, *** to Customer ***. The *** is subject to the *** as *** at the time of delivery. *** may *** to *** at the time of delivery for such Aircraft, or for the *** of Boeing *** and ***, but *** on Aircraft.

1.4. ***.

Boeing *** to Customer ***.

2. ***.

***

***	
***	***

***	
***	***
***	***

***

3. ***.

***

4. Assignment.

Except as provided in Letter Agreement No. UAL-PA-04815-LA-1802894 entitled "Assignment Matters", the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

5. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-04815-LA-1802890 entitled "Privileged and Confidential Matters".

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: September 28, 2023

UNITED AIRLINES, INC.

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Executive Vice President, Finance

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

UAL-LA-22004729R1

United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606

Subject: 787 ***

References:
1) Purchase Agreement No. 03860 (**787 Purchase Agreement #1**) between The Boeing Company (**Boeing**) and United Airlines, Inc. (**Customer**) relating to Model 787 aircraft;
2) Purchase Agreement No. 04815 (**787 Purchase Agreement #2**) between Boeing and Customer relating to Model 787 aircraft; and
3) Purchase Agreement No. 02484 (**787 Purchase Agreement #3**) between Boeing and Customer relating to Model 787 aircraft (collectively referred to herein as the **Purchase Agreements** or the **Purchase Agreement**, as the context requires)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreements. All terms used and not defined in this Letter Agreement have the same meaning as in the applicable Purchase Agreement. This Letter Agreement replaces and supersedes UAL-LA-22004729 dated December 12, 2022 in its entirety. This revision is made to add three (3) new items to Attachment A entitled "787 ***".For the purposes of this Letter Agreement, "**Covered Aircraft**" is defined as all Boeing model 787 aircraft that *** with the 787 *** and/or 787 *** as defined in Article 1 below, by Boeing to Customer under the applicable Purchase Agreement as of August 1, 2022. To address Customer's *** that other *** related to the 787 *** or other *** of the Covered Aircraft are *** to Aircraft delivered to Customer under 787 Purchase Agreement #2 as amended after August 1, 2022, Boeing and Customer will work together in good faith *** in a manner *** and *** Customer than in this Letter Agreement.

1. *** for Customer.

1.1 Boeing *** the *** described herein to Customer to address Customer's *** regarding the *** for:



(i) any additional *** on the Covered Aircraft and any *** related to the Covered Aircraft that follow the multiple *** and *** *** as detailed in Attachment A to this Letter Agreement (individually "**787 ***"** and collectively "**787 ***"**);

(ii) any *** of *** Aircraft due to the 787 *** (**787 ***)**; and

(iii) any *** of Covered Aircraft that *** with the 787 ***, which allows such Boeing model 787 aircraft to *** following issuance of the original *** as detailed in Boeing document D011Z009-03-01, "787 ***" (**787 ***)**.

1.2 ***.

1.3 Boeing ***. To address Customer's *** regarding the *** nature of any *** associated with the 787 ***, if at any given point in time the *** related to the 787 *** resulting in (i) ***, or (ii) requirements for additional *** during the Term (as defined in Article 2 below), then, Customer, acting reasonably, may request Boeing to provide *** (as defined herein). ***, Boeing will then provide *** as required, to *** that are ***.

1.4 ***. To address Customer's *** regarding the *** of delivered Covered Aircraft due to a 787 *** or a 787 ***, Boeing will provide Customer with a *** as set forth in Attachment B to this Letter Agreement (***).

1.5 787 ***. To address Customer's *** regarding the *** the Boeing model 787 aircraft ***, Boeing will provide, ***, updated technical publications to reflect the *** or *** of the 787 ***. Boeing will note this *** in the *** for each *** Covered Aircraft.

2. Term.

The provisions of this Letter Agreement will apply for a period of *** of each Covered Aircraft and (ii) the Covered Aircraft is continuously owned or operated by Customer (**Term**).

3. Further *** for Additional ***.

To address Customer's *** that other *** related to the 787 *** of the Covered Aircraft may be found to apply to the Covered Aircraft ***, Boeing and Customer will work together in good faith to *** in a manner *** and *** Customer as provided in this Letter Agreement.

4. Claims.

Any claims relating to the *** described in Article 1 above, must reference this Letter Agreement and be submitted to Boeing Contracts - ***.



5. ***.

6. ***.

The parties agree that it is not the intent to provide *** hereunder that *** to be provided in any other agreement between Boeing and Customer.

7. Assignment.

Except as provided in Letter Agreement No. UAL-PA-04815-LA-1802894 entitled "Assignment Matters", the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

8. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential and are subject to the terms and conditions set forth in Letter Agreement No. UAL-PA-04815-LA-1802890.

Very truly yours,

THE BOEING COMPANY

By: /s/ Irma L. Krueger

Its: Attorney-in-Fact

ACCEPTED AND AGREED TO this

Date: September 28, 2023

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: Executive Vice President, Finance

Attachment A
787 *

Item No.	Title / Location	*** No.	787 ***	Boeing (including Partner)
***	***	***	***	***

Attachment B

***

Exhibit 10.36

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

AMENDMENT NO. 4

TO THE AMENDED AND RESTATED A350-900 PURCHASE AGREEMENT

dated as of September 1, 2017

between

AIRBUS S.A.S.

and

UNITED AIRLINES, INC.

This Amendment No. 4 to the Amended and Restated A350-900 Purchase Agreement between Airbus S.A.S. and United Airlines, Inc. (hereinafter referred to as this "**Amendment No. 4**") is entered into as of June 30, 2023 by and between AIRBUS S.A.S., a *société par actions simplifiée*, organized and existing under the laws of the Republic of France, having its registered office located at 2, Rond Point Emile Dewoitine, 31700 Blagnac, France (hereinafter referred to as the "**Seller**"), and UNITED AIRLINES, INC., a corporation organized and existing under the laws of the State of Delaware, United States of America, having its principal corporate offices located at 233 South Wacker Drive, Chicago, Illinois 60606, U.S.A. (hereinafter referred to as the "**Buyer**").

WITNESSETH:

WHEREAS, the Buyer and the Seller entered into the Amended and Restated A350-900 Purchase Agreement, dated as of September 1, 2017 which, together with all Exhibits, Appendices and Letter Agreements attached thereto and as amended, modified or supplemented from time to time is hereinafter called the "**Agreement**", and

WHEREAS, the Buyer and the Seller have agreed to amend certain terms of the Agreement as set forth herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

0 CONDITION PRECEDENT

This Amendment No. 4 is conditional upon, and shall only enter into full force and effect, upon satisfaction by the parties of the obligations set forth in clauses (x) and (y):

(x) ***, and

(y) ***.

The date of effectiveness of this Amendment No. 4 shall be deemed to be the earlier of the date that ***, and 30th September, 2023. ***.

1 DEFINITIONS

1.1 Additional Definitions

Clause 0 (Definitions) of the Agreement shall be amended by adding the following defined terms:

terms.

"**ABC Legislation**" means any law, regulation, embargo or restrictive measure (in each case having force of law) imposed by the United Nations, the United States of America, the European Union, the United Kingdom, any other country or any official institution or agency of any of the foregoing, in relation to anti-money laundering, anti-corruption, anti-bribery and counter terrorism financing.

"**Applicable Legislation**" means with respect to any party, any ABC Legislation to which such party may be subject.

***

"**Control**" means, in respect of a natural or legal person, the power of another natural or legal person to direct the affairs and/or control the composition of the board of directors or equivalent body of the first natural or legal person, and the terms "**Controlling**" and "**Controlled**" shall be construed accordingly.

"**Improper Benefit**" has the meaning set out in Clause 22.16.2.

"**KYC Procedures**" means any applicable "know your customer" due diligence, including, anti-money laundering, anti-corruption, anti-bribery, counter terrorism financing, sanctions or other similar checks and procedures, whether resulting from any internal requirement of the Seller or from the operation of any Applicable Legislation.

"**Sanctions Authority**" means the Government of the United States of America (including, without limitation, the Department of State, the Department of Commerce and the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury), the United Nations, the European Union, the United Kingdom or the government of any country with jurisdiction over the Seller.

"**Sanctioned Person**" means:

(a) any natural or legal person in any list of sanctioned persons of any Sanctions Authority (including the List of Specially Designated Nationals (SDN) and Sectoral Sanctions Identifications (SSI) List); or

(b) any person directly or indirectly owned fifty percent (50%) or more, or Controlled by any one or several person(s) designated under (a) above.

"**Sanctions and Export Control Laws**" means any laws or regulations that impose economic, trade or other restrictive measures, or provide for export or re-export licenses or other authorizations, in each case issued and enforced by a Sanctions Authority.

"**Sanctions Event**" has the meaning set out in Clause 22.16.3.

1.2 Capitalized terms used herein and not otherwise expressly defined in this Amendment No. 4 shall have the meanings assigned thereto in the Agreement. The terms "herein", "hereof", and "hereunder" and words of similar import refer to this Amendment No. 4.

2 NOTICES

The first paragraph of Clause 22.2 of the Agreement and the Seller's address for notices as set forth in such Clause 22.2 are deleted and replaced as follows:

"All notices and requests required or authorized hereunder shall be given in writing either by personal delivery to an authorized officer of the party to whom the same is given or by commercial courier, express mail, certified air mail (return receipt requested), facsimile or email, at the addresses and numbers set forth below. The date on which any such notice or request is so personally delivered, or if such notice or request is given by commercial courier, express mail, certified air mail, facsimile or other electronic transmission, the date on which sent, provided that if such date is not a Business Day notice shall be deemed to have been received on the first following Business Day, shall be deemed to be the effective date of such notice or request.

The Seller will be addressed at:

Airbus S.A.S.
Attention: Executive Vice President, Contracts
2, rond-point Emile Dewoitine
31700 Blagnac
France

Telephone: ***
Facsimile: ***
Email: ***

3 COMPLIANCE, SANCTIONS AND EXPORT CONTROL

A new Clause 22.16 shall be added to the Agreement as follows:

"22.16 COMPLIANCE, SANCTIONS AND EXPORT CONTROL

22.16.1 For the purpose of this Clause 22.16, any reference to an "Affiliate" shall be deemed to include the directors, officers, agents, employees, representatives and subcontractors of such Affiliate.

22.16.2 Compliance

Each party shall, ***, comply (and shall ensure that its directors, officers, agents, employees and its Affiliates comply) with any Applicable Legislation and with its obligations under this Clause 22.16.

The Buyer shall provide to the Seller any information that the Seller may reasonably request from time to time in order to comply with KYC Procedures (including information relating to the Buyer's corporate structure and ultimate beneficial ownership, and the Buyer's sources of financing).

Each party hereby represents and warrants to the other that neither it nor any of its Affiliates (or any person associated with such party or such Affiliate) has, as at the date hereof, paid, given, offered or received or agreed to pay, give, offer or receive any improper or illegal benefit (including in the form of any fee, commission, payment, salary, sponsorship, gift or other consideration) to and/or from any natural or legal person in connection with the entering into or the performance of this Agreement (an "**Improper Benefit**").

Each party undertakes that it will not pay, give, offer or receive or agree to pay, give, offer or receive any Improper Benefit.

The parties hereby agree that if, in relation to this Agreement, ***.

22.16.3 Sanctions and Export Control

Each party represents to the other as at the date hereof that neither it nor any of its Affiliates is a Sanctioned Person and undertakes at all times to conduct its business in compliance with all applicable Sanctions and Export Control Laws.

If, at any time following the signature of this Agreement, (i) a party or any of its Affiliates becomes a Sanctioned Person or (ii) the performance of a party's obligations under this Agreement would constitute a breach of Sanctions and Export Control Laws (each a "**Sanctions Event**"), then ***.

a) ***

b) ***

22.16.4 ***

4 LETTER AGREEMENTS

4.1 Letter Agreement No. 3 dated as of 1 September 2017 to the Agreement is hereby deleted and replaced with Amended and Restated Letter Agreement No. 3 dated as of even date herewith.

4.2 Letter Agreement No. 14 to the Agreement dated as of 1 September 2017 is hereby deleted and replaced with the Amended and Restated Letter Agreement No. 14 dated as of even date herewith.

5 EFFECT OF THE AMENDMENT

The Agreement shall be deemed amended to the extent herein provided, and, except as specifically amended hereby, shall continue in full force and effect in accordance with its original terms. This Amendment No. 4 supersedes any previous understandings, commitments, or representations whatsoever, whether oral or written, related to the subject matter of this Amendment No. 4.

Both parties agree that this Amendment No. 4 shall constitute an integral, non-severable part of the Agreement, that the provisions of the Agreement are hereby incorporated herein by reference, and that this Amendment No. 4 shall be governed by the provisions of the Agreement, except that if the Agreement and this Amendment No.4 have specific provisions that are inconsistent, the specific provisions contained in this Amendment No. 4 shall govern.

6 ASSIGNMENT

This Amendment No. 4 and the rights and obligations of the parties shall be subject to the provisions of Clause 21 of the Agreement.

7 CONFIDENTIALITY

This Amendment No. 4 is subject to the terms and conditions of Clause 22.10 of the Agreement.

8 GOVERNING LAW

The governing law of this Amendment No. 4 shall be as set forth in Clause 22.6 of the Agreement.

9 COUNTERPARTS

This Amendment No. 4 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument.

IN WITNESS WHEREOF, this Amendment No. 4 was entered into as of the day and year first above written.

UNITED AIRLINES, INC.

/s/ Gerald Laderman
By: Gerald Laderman

Its: EVP and CFO

AIRBUS S.A.S.

/s/ Benoît de Saint-Exupéry
By: Benoît de Saint-Exupéry

Its: Executive Vice President, Contracts

AIRBUS

FROM
Joan VALDERRAMA
DATE
31 July 2023

OUR REFERENCE
CT2306410

By email and registered mail
(with confirmation receipt)
COPY TO: Shelli
Newton
Ulrike Englert
Guillaume Mille
Tim Harenberg

TO
UNITED AIRLINES, INC.
233 South Wacker Drive,
Chicago, Illinois 60606,
U.S.A

ATTENTION TO:
Ted North
Managing Director Fleet and Aircraft Procurement
Email: ***

COPY TO
Julien Lamblin
Senior Manager - Fleet
Email: ***

Subject: **Notice *****

Dear Madam/Sir,

We refer to:

(i) the A320 Family Purchase Agreement referenced CT1903666 dated as of December 3, 2019 between Airbus S.A.S. and United Airlines, Inc., as amended and supplemented from time to time (**A320F Agreement**) covering the sale by the Seller and the purchase by the Buyer of Airbus aircraft, and

(ii) the Amended and Restated A350-900 Purchase Agreement referenced CT1706024 dated as of September 1, 2017 between Airbus S.A.S. and United Airlines, Inc., as amended and supplemented from time to time (**A350 Agreement**) covering the sale by the Seller and the purchase by the Buyer of Airbus aircraft.

For the purposes of this notice, Airbus S.A.S. shall be referred to as the **Seller** and United Airlines, Inc. shall be referred to as the **Buyer**.

The Seller and the Buyer entered into the agreements set forth in paragraphs (a) through (g) below (**Agreements**), all of which are conditional upon, and shall only enter into full force and effect, upon satisfaction by the Seller and the Buyer of certain obligations as set forth in each Agreement:

(a) Amendment No. 5 dated as of June 30, 2023 to the A320F Agreement;

(b) Amended and Restated Letter Agreement No. 1 dated as of June 30, 2023 to the A320F Agreement;

(c) Amended and Restated Letter Agreement No. 2 dated as of June 30, 2023 to the A320F Agreement;

(d) Amended and Restated Letter Agreement No. 3 dated as of June 30, 2023 to the A320F Agreement;

(e) Amendment No. 4 dated as of June 30, 2023 to the A350 Agreement;

(f) Amended and Restated Letter Agreement No. 3 dated as of June 30, 2023 to the A350 Agreement; and

(g) Amended and Restated Letter Agreement No. 14 dated as of June 30, 2023 to the A350 Agreement.

Pursuant to Clause 0(x) of each Agreement, the Seller hereby gives notice to the Buyer that ***.

With best regards,

/s/ Joan Valderrama

Joan VALDERRAMA



September 29, 2023

From:
United Airlines, Inc.
233 South Wacker Drive
Chicago, IL 60606
United States of America

To:
Airbus S.A.S.
Attention: Executive Vice President, Contracts
2, rond-point Emile Dewoitine

2, Rond-point Ernest Dewoitine
31700 Blagnac France
***

Copy To:
Joan Valderrama
Shelli Newton
Ulrike Englert
Guillaume Mille
Tim Harenberg

By email and commercial courier

Re: Notice ***

Dear Ladies and Gentlemen,

Reference is made herein to:

(i) the A320 Family Purchase Agreement referenced CT1903666 dated as of December 3, 2019 between Airbus S.A.S. and United Airlines, Inc., as amended and supplemented from time to time (**A320F Agreement**) covering the sale by the Seller and the purchase by the Buyer of Airbus aircraft; and

(ii) the Amended and Restated A350-900 Purchase Agreement referenced CT1706024 dated as of September 1, 2017 between Airbus S.A.S. and United Airlines, Inc., as amended and supplemented from time to time (**A350 Agreement**) covering the sale by the Seller and the purchase by the Buyer of Airbus aircraft.

For the purposes of this notice, Airbus S.A.S. shall be referred to as the **Seller** and United Airlines, Inc. shall be referred to as the **Buyer**.

The Seller and the Buyer entered into the agreements set forth in paragraphs (a) through (g) below (**Agreements**), all of which are conditional upon, and shall only enter into full force and effect, upon satisfaction by the Seller and the Buyer of certain obligations as set forth in each Agreement:

(a) Amendment No. 5 dated as of June 30, 2023 to the A320F Agreement;
(b) Amended and Restated Letter Agreement No. 1 dated as of June 30, 2023 to the A320F Agreement;
(c) Amended and Restated Letter Agreement No. 2 dated as of June 30, 2023 to the A320F Agreement;
(d) Amended and Restated Letter Agreement No. 3 dated as of June 30, 2023 to the A320F Agreement;
(e) Amendment No. 4 dated as of June 30, 2023 to the A350 Agreement;
(f) Amended and Restated Letter Agreement No. 3 dated as of June 30, 2023 to the A350 Agreement; and
(g) Amended and Restated Letter Agreement No. 14 dated as of June 30, 2023 to the A350 Agreement.

The Buyer confirms receipt of the Seller's notice of *** dated 31 July 2023. Pursuant to Clause 0(y) of each Agreement, the Buyer hereby gives notice to the Seller that ***.

Very truly yours,

United Airlines, Inc.

_/s/ Eddie Gordon_____
By: Eddie Gordon
Title: Vice President, Global Procurement

AMENDED AND RESTATED
LETTER AGREEMENT NO. 3

TO THE AMENDED AND RESTATED
A350-900 PURCHASE AGREEMENT

As of June 30, 2023

UNITED AIRLINES, INC.
233 South Wacker Drive
Chicago, Illinois 60606
USA

Re: CREDIT MATTERS

Dear Ladies and Gentlemen,

UNITED AIRLINES, INC. (the "**Buyer**"), and AIRBUS S.A.S. (the "**Seller**"), have entered into an Amended and Restated A350-900 Purchase Agreement dated as of September 1, 2017 (the "**Agreement**"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Amended and Restated Letter Agreement No. 3 (this "**Letter Agreement**") certain additional terms and conditions regarding the sale of the Aircraft. Letter Agreement No. 3 dated as of 1 September 2017 to the Agreement is hereby amended and restated in its entirety to read as set forth herein. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

0. CONDITION PRECEDENT

This Letter Agreement is conditional upon, and shall only enter into full force and effect, upon satisfaction by the parties of the obligations set forth in clauses (x) and (y):

(x) ***, and

(y) ***.

The date of effectiveness of this Letter Agreement shall be deemed to be the earlier of the date that ***, and 30th September, 2023. ***.

1. *** TO ALL AIRCRAFT OF A TYPE

***

1.1 ***

***

1.2 ***

***

2. *** TO CERTAIN AIRCRAFT ONLY

***

3. ***

***

4. ***

***

5. ***

***

6. ***

***

7. ASSIGNMENT

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 21 of the Agreement.

8. CONFIDENTIALITY

This Letter Agreement is subject to the terms and conditions of Clause 22.10 of the Agreement.

9. COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

together constitute but one and the same instrument.

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

/s/ Benoît de Saint-Exupéry

By: Benoît de Saint-Exupéry

Its: Executive Vice President, Contracts

Accepted and Agreed

UNITED AIRLINES, INC.

/s/ Gerald Laderman

By: Gerald Laderman

Its: EVP and CFO

AMENDED AND RESTATED
LETTER AGREEMENT NO. 14

TO THE AMENDED AND RESTATED
A350-900 PURCHASE AGREEMENT

As of June 30, 2023

UNITED AIRLINES, INC.
233 South Wacker Drive
Chicago, Illinois 60606
USA

Re: AIRCRAFT ORDER MATTERS

Dear Ladies and Gentlemen,

UNITED AIRLINES, INC. (the "**Buyer**"), and AIRBUS S.A.S. (the "**Seller**"), have entered into an Amended and Restated A350-900 Purchase Agreement dated as of September 1, 2017 (the "**Agreement**"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Amended and Restated Letter Agreement No. 14 (this "**Letter Agreement**") certain additional terms and conditions regarding the sale of the Aircraft. Letter Agreement No. 14 dated as of 1 September 2017 to the Agreement is hereby amended and restated in its entirety to read as set forth herein. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

0. CONDITION PRECEDENT

This Letter Agreement is conditional upon, and shall only enter into full force and effect, upon satisfaction by the parties of the obligations set forth in clauses (x) and (y):

(x) ***, and

(y) ***.

The date of effectiveness of this Letter Agreement shall be deemed to be the earlier of the date that ***, and 30th September, 2023. ***.

1. ***

1.1 The Seller offers the Buyer the *** certain Aircraft under the Agreement (the "***"), subject to the following terms and conditions:

(i) The *** is only granted to the Buyer for *** of the Aircraft which are included in the Buyer's *** order of *** Aircraft, as follows (each a "***"):

a. Aircraft ***,

b. *** Aircraft with a Scheduled Delivery ***,

c. *** Aircraft with a Scheduled Delivery ***,

d. *** Aircraft with a Scheduled Delivery ***,

e. *** Aircraft with a Scheduled Delivery ***,

f. *** Aircraft with a Scheduled Delivery ***.

(ii) The Buyer will give *** a one-time written notice of *** on a date falling between *** and *** (the "***"). Such notice shall identify all of the *** with respect to which the Buyer ***.

(iii) Any *** for which the (x) *** or (y) *** under the conditions set out in this Clause 1 shall be referred to as "***" and the order for such particular Aircraft will be deemed ***, and the terms of this Clause 1 hereof shall apply.

(iv) Any *** for which the Buyer has *** under the conditions set out in this Clause 1 shall remain an Aircraft under the Agreement, and the Buyer's *** with respect to such Aircraft shall lapse.

(v) Should the Buyer not *** its *** pursuant to this Clause, the Buyer's *** will lapse with respect to all ***, and the Buyer and ***.

(vi) Notwithstanding the *** set out in this Clause 1.1, the Buyer grants the Seller a *** to *** the *** (the "***").

(vii) The Seller will give *** a one-time written notice of its desire *** on a date falling not later than *** (the "***"). Such notice shall identify all of the *** with respect to which the Seller wishes to ***.

(viii) Should the Seller *** its *** pursuant to this Clause, the *** in respect of the *** shall be considered void and of no effect. The *** defined under Clause 1.1(i) a. to f. shall be understood to be revised by *** and the *** shall be reduced accordingly.

(ix) Should the Seller not *** its Seller's *** pursuant to this Clause, the Seller's *** will lapse with respect to all ***.

1.2 Should the Buyer or the Seller *** the *** or the ***, respectively, with respect to ***, which shall in such case be Aircraft ***, then:

(i) the *** made by the Buyer with respect to such *** and shall apply ***, without the ***. Upon *** of the *** or ***, *** will *** under this Agreement with respect to any such ***, and

(ii) the *** advanced under the *** of even date hereof at the *** (as such terms are defined in such Financing Letter Agreement) shall ***.

1.3 Should the Buyer or the Seller *** the *** or the ***, respectively, with respect to ***, then *** with respect to any such *** and shall apply *** scheduled under ***. Upon *** of the *** or *** will *** under this Agreement with respect to any such ***. For the avoidance of doubt, any *** for *** which have become *** shall not be used to *** of the Agreement.

1.4 The exercise of the *** or *** shall not in any way be deemed *** of this Agreement or any other agreement involving Buyer or Seller. Nor shall such exercise *** in this Clause 1.

2. INTENTIONALLY LEFT BLANK

3. INTENTIONALLY LEFT BLANK

4. ***

Should the Buyer or the Seller *** the *** or the ***, respectively, with respect to any of the *** in accordance with this Letter Agreement, then all *** based on a fleet size of *** A350-900 Aircraft ***, in a methodologically consistent manner.

5. ASSIGNMENT

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 21 of the Agreement.

6. CONFIDENTIALITY

This Letter Agreement is subject to the terms and conditions of Clause 22.10 of the Agreement.

7. COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

/s/ Benoît de Saint-Exupéry

By: Benoît de Saint-Exupéry

Its: Executive Vice President, Contracts

Accepted and Agreed

UNITED AIRLINES, INC.

/s/ Gerald Laderman

By: Gerald Laderman

Its: EVP and CFO

Exhibit 10.37

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. OMITTED INFORMATION HAS BEEN REPLACED WITH ASTERISKS.

AMENDMENT NO. 5

TO THE A320 FAMILY PURCHASE AGREEMENT

dated as of December 3, 2019

between

AIRBUS S.A.S.

and

UNITED AIRLINES, INC.

This Amendment No. 5 to the A320 Family Purchase Agreement between Airbus S.A.S. and United Airlines, Inc. (this "**Amendment No. 5**"), is entered into as of June 30, 2023 by and between Airbus S.A.S., a French *société par actions simplifiée*, organized and existing under the laws of France, having its registered office located at 2, rond-point Emile Dewoitine, 31700 Blagnac, France, registered with the Commercial and Companies Register of Toulouse under number 383 474 814 (the "**Seller**"), and United Airlines, Inc., a corporation organized and existing under the laws of the State of Delaware, United States of America, having its principal corporate offices located at 233 South Wacker Drive, Chicago, Illinois 60606 (the "**Buyer**").

WITNESSETH:

WHEREAS, the Buyer and the Seller entered into the A320 Family Purchase Agreement dated as of December 3, 2019 (as amended, supplemented or otherwise modified, the "**Agreement**"); and

WHEREAS, the Buyer and the Seller have agreed to amend certain terms of the Agreement as set forth herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

0. CONDITION PRECEDENT

This Amendment No. 5 is conditional upon, and shall only enter into full force and effect, upon satisfaction by the parties of the obligations set forth in clauses (x) and (y):

(x) ***, and

(y) ***.

The date of effectiveness of this Amendment No. 5 shall be deemed to be the earlier of the date that ***, and 30th September, 2023 (the "**Amendment No. 5 Effective Date**"). ***.

1. DEFINITIONS

1.1 Capitalized terms used herein and not otherwise expressly defined in this Amendment No. 5 shall

1.1 Capitalized terms used herein and not otherwise expressly defined in this Amendment No. 5 shall have the meanings assigned thereto in the Agreement. The terms "herein", "hereof", and "hereunder" and words of similar import refer to this Amendment No. 5.

1.2 The definition of "*** A321 NEO Aircraft" set out in Clause 0 of the Agreement is hereby deleted and replaced by the following:

"*** A321 NEO Aircraft – ***."

1.3 Additional Definitions

Clause 0 (Definitions) of the Agreement shall be amended by adding the following defined terms:

"ABC Legislation – means any law, regulation, embargo or restrictive measure (in each case having force of law) imposed by the United Nations, the United States of America, the European Union, the United Kingdom, any other country or any official institution or agency of any of the foregoing, in relation to anti-money laundering, anti-corruption, anti-bribery and counter terrorism financing.

Amendment No. 5 Effective Date – has the meaning set forth in Clause 0 of Amendment No. 5 to the Agreement.

Applicable Legislation – means with respect to any party, any ABC Legislation to which such party may be subject.

Buyer's Account – means the bank account of the Buyer specified in Clause 22.16.4.

Control – means, in respect of a natural or legal person, the power of another natural or legal person to direct the affairs and/or control the composition of the board of directors or equivalent body of the first natural or legal person, and the terms "**Controlling**" and "**Controlled**" shall be construed accordingly.

Improper Benefit – has the meaning set out in Clause 22.16.2.

KYC Procedures – means any applicable "know your customer" due diligence, including, anti-money laundering, anti-corruption, anti-bribery, counter terrorism financing, sanctions or other similar checks and procedures, whether resulting from any internal requirement of the Seller or from the operation of any Applicable Legislation.

Sanctions Authority – means the Government of the United States of America (including, without limitation, the Department of State, the Department of Commerce and the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury), the United Nations, the European Union, the United Kingdom or the government of any country with jurisdiction over the Seller.

Sanctioned Person – means:

(a) any natural or legal person in any list of sanctioned persons of any Sanctions Authority (including the List of Specially Designated Nationals (SDN) and Sectoral Sanctions Identifications (SSI) List); or

(b) any person directly or indirectly owned fifty percent (50%) or more, or Controlled by any one or several person(s) designated under (a) above.

Sanctions and Export Control Laws – means any laws or regulations that impose economic, trade or other restrictive measures or, provide for export or re-export licenses or other authorizations, in each case issued and enforced by a Sanctions Authority.

Sanctions Event – has the meaning set out in Clause 22.16.3."

2. OPTION RIGHT EXERCISE

2.1 The Buyer hereby irrevocably exercises the *** Purchase Right and *** Purchase Right, in each case as set forth below in this Clause 2. ***

2.2 *** Purchase Right

2.2.1 In accordance with *** to the Agreement, the *** Purchase Right is hereby exercised for thirty (30) aircraft and all such aircraft shall be A321 *** type aircraft.

***

2.3 *** Purchase Right

2.3.1 In accordance with *** to the Agreement, the *** Purchase Right is hereby exercised for thirty (30) *** A321 NEO Aircraft

(30) *** A321 NEO Aircraft.

***

3. DELIVERY SCHEDULE

3.1 Clause 9.1.1 of the Agreement is amended to add the delivery schedule of the *** Purchase Right Aircraft and *** Purchase Right Aircraft as follows:

*** A321 NEO AIRCRAFT	DELIVERY PERIOD
*** A321 NEO Aircraft N***	***
*** Purchase Right Aircraft	
*** Purchase Right Aircraft	

3.2 The Buyer *** set forth in the last paragraph of Clause 9.1.1 of the Agreement in respect of the Aircraft with ***.

4. ***

***

5. ***

***

6. OTHER MATTERS

6.1 Sale and Purchase

Clause 1 of the Agreement is deleted and replaced as follows:

"The Seller shall sell and deliver to the Buyer, and the Buyer shall purchase and take delivery of ***A321 NEO Aircraft ***A321 XLR Aircraft from the Seller, subject to the terms and conditions contained in this Agreement."

6.2 Notices

The first paragraph of Clause 22.2 of the Agreement and the Seller's address for notices as set forth in such Clause 22.2 are deleted and replaced as follows:

"All notices and requests required or authorized hereunder shall be given in writing either by personal delivery to an authorized officer of the party to whom the same is given or by commercial courier, express mail, certified air mail (return receipt requested), facsimile or email, at the addresses and numbers set forth below. The date on which any such notice or request is so personally delivered, or if such notice or request is given by commercial courier, express mail, certified air mail, facsimile or other electronic transmission, the date on which sent, provided that if such date is not a Business Day notice shall be deemed to have been received on the first following Business Day, shall be deemed to be the effective date of such notice or request.

The Seller will be addressed at:

Airbus S.A.S.
Attention: Executive Vice President, Contracts
2, rond-point Emile Dewoitine
31700 Blagnac
France

Telephone: ***
Facsimile: ***
Email: ***

6.3 Compliance, Sanctions and Export Control

A new Clause 22.16 shall be added to the Agreement as follows:

"22.16 Compliance, Sanctions and Export Control

22.16.1 For the purpose of this Clause 22.16, any reference to an "Affiliate" shall be deemed to include the directors, officers, agents, employees, representatives and subcontractors of such Affiliate.

22.16.2 Compliance

Each party shall, ***, comply (and shall ensure that its directors, officers, agents, employees and its Affiliates comply) with any Applicable Legislation and with its obligations under this Clause 22.16.

The Buyer shall provide to the Seller any information that the Seller may reasonably request from time to time in order to comply with KYC Procedures (including information relating to the Buyer's corporate structure and ultimate beneficial ownership, and the Buyer's sources of financing).

Each party hereby represents and warrants to the other that neither it nor any of its Affiliates (or any person associated with such party or such Affiliate) has, as at the date hereof, paid, given, offered or received or agreed to pay, give, offer or receive any improper or illegal benefit (including in the form of any fee, commission, payment, salary, sponsorship, gift or other consideration) to and/or from any natural or legal person in connection with the entering into or the performance of this Agreement (an "**Improper Benefit**").

Each party undertakes that it will not pay, give, offer or receive or agree to pay, give, offer or receive any Improper Benefit.

The parties hereby agree that if, in relation to this Agreement, ***.

22.16.3 Sanctions and Export Control

Each party represents to the other as at the date hereof that neither it nor any of its Affiliates is a Sanctioned Person and undertakes at all times to conduct its business in compliance with all applicable Sanctions and Export Control Laws.

If, at any time following the signature of this Agreement, (i) a party or any of its Affiliates becomes a Sanctioned Person or (ii) the performance of a party's obligations under this Agreement would constitute a breach of Sanctions and Export Control Laws (each a "**Sanctions Event**"), then ***.

***

22.16.4 ***

***

6.4 Auxiliary Center Tanks

Clause 2.3 of Amendment No. 4 to the Agreement is hereby deleted and replaced by the following:

***

7. LETTER AGREEMENTS

7.1 Amended and Restated Letter Agreement No. 1 dated as of June 27, 2021 to the Agreement is hereby deleted and replaced with Amended and Restated Letter Agreement No. 1 dated as of even date herewith.

7.2 Amended and Restated Letter Agreement No. 2 dated as of July 1, 2022 to the Agreement is hereby deleted and replaced with Amended and Restated Letter Agreement No. 2 dated as of even date herewith.

7.3 Amended and Restated Letter Agreement No. 3 dated as of June 27, 2021 to the Agreement is hereby deleted and replaced with Amended and Restated Letter Agreement No. 3 dated as of even

date herewith.

8. EFFECT OF THE AMENDMENT

The Agreement will be deemed amended to the extent herein provided and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms. This Amendment No. 5 supersedes any previous understandings, commitments, or representations whatsoever, whether oral or written, related to the subject matter of this Amendment No. 5.

Both parties agree that this Amendment No. 5 will constitute an integral, non-severable part of the Agreement, that the provisions of the Agreement are hereby incorporated herein by reference, and that this Amendment No. 5 will be governed by the provisions of the Agreement, except that if the Agreement and this Amendment No. 5 have specific provisions that are inconsistent, the specific provisions contained in this Amendment No. 5 will govern.

9. ASSIGNMENT

This Amendment No. 5 and the rights and obligations of the parties hereunder will be subject to the provisions of Clause 21 of the Agreement.

10. CONFIDENTIALITY

This Amendment No. 5 is subject to the terms and conditions of Clause 22.10 of the Agreement.

11. GOVERNING LAW

The governing law of this Amendment No. 5 shall be as set forth in Clause 22.6 of the Agreement.

12. COUNTERPARTS

This Amendment No. 5 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument.

IN WITNESS WHEREOF, the Buyer and the Seller have caused this Amendment No. 5 to be executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

UNITED AIRLINES, INC.

/s/ Gerald Laderman
By: Gerald Laderman
Its: EVP and CFO

AIRBUS S.A.S.

/s/ Benoît de Saint-Exupéry
By: Benoît de Saint-Exupéry
Its: Executive Vice President, Contracts

AIRBUS

FROM
Joan VALDERRAMA
DATE
31 July 2023

OUR REFERENCE
CT2306410

By email and registered mail
(with confirmation receipt)
COPY TO: Shelli Newton
Ulrike Englert
Guillaume Mille
Tim Harenberg

TO
UNITED AIRLINES, INC.
233 South Wacker Drive,
Chicago, Illinois 60606,
U.S.A

ATTENTION TO:
Ted North
Managing Director Fleet and Aircraft Procurement
Email: ***

COPY TO
Julien Lamblin
Senior Manager - Fleet
Email: ***

Subject: **Notice *****

Dear Madam/Sir,

We refer to:

(i) the A320 Family Purchase Agreement referenced CT1903666 dated as of December 3, 2019 between Airbus S.A.S. and United Airlines, Inc., as amended and supplemented from time to time (**A320F Agreement**) covering the sale by the Seller and the purchase by the Buyer of Airbus aircraft, and

(ii) the Amended and Restated A350-900 Purchase Agreement referenced CT1706024 dated as of September 1, 2017 between Airbus S.A.S. and United Airlines, Inc., as amended and supplemented from time to time (**A350 Agreement**) covering the sale by the Seller and the purchase by the Buyer of Airbus aircraft.

For the purposes of this notice, Airbus S.A.S. shall be referred to as the **Seller** and United Airlines, Inc. shall be referred to as the **Buyer**.

The Seller and the Buyer entered into the agreements set forth in paragraphs (a) through (g) below (**Agreements**), all of which are conditional upon, and shall only enter into full force and effect, upon satisfaction by the Seller and the Buyer of certain obligations as set forth in each Agreement:

(a) Amendment No. 5 dated as of June 30, 2023 to the A320F Agreement;

(b) Amended and Restated Letter Agreement No. 1 dated as of June 30, 2023 to the A320F Agreement;

(c) Amended and Restated Letter Agreement No. 2 dated as of June 30, 2023 to the A320F Agreement;

(d) Amended and Restated Letter Agreement No. 3 dated as of June 30, 2023 to the A320F Agreement;

(e) Amendment No. 4 dated as of June 30, 2023 to the A350 Agreement;

(f) Amended and Restated Letter Agreement No. 3 dated as of June 30, 2023 to the A350 Agreement; and

(g) Amended and Restated Letter Agreement No. 14 dated as of June 30, 2023 to the A350 Agreement.

Pursuant to Clause 0(x) of each Agreement, the Seller hereby gives notice to the Buyer that the ***.

With best regards,

/s/ Joan Valderrama

Joan VALDERRAMA
Sales Contracts Manager

UNITED

September 29, 2023

From:
United Airlines, Inc.
233 South Wacker Drive
Chicago, IL 60606
United States of America

To:
Airbus S.A.S.

Attention: Executive Vice President, Contracts
2, rond-point Emile Dewoitine
31700 Blagnac France
***

Copy To:
Joan Valderrama
Shelli Newton
Ulrike Englert
Guillaume Mille
Tim Harenberg

By email and commercial courier

Re: Notice ***

Dear Ladies and Gentlemen,

Reference is made herein to:

(i) the A320 Family Purchase Agreement referenced CT1903666 dated as of December 3, 2019 between Airbus S.A.S. and United Airlines, Inc., as amended and supplemented from time to time (**A320F Agreement**) covering the sale by the Seller and the purchase by the Buyer of Airbus aircraft; and

(ii) the Amended and Restated A350-900 Purchase Agreement referenced CT1706024 dated as of September 1, 2017 between Airbus S.A.S. and United Airlines, Inc., as amended and supplemented from time to time (**A350 Agreement**) covering the sale by the Seller and the purchase by the Buyer of Airbus aircraft.

For the purposes of this notice, Airbus S.A.S. shall be referred to as the **Seller** and United Airlines, Inc. shall be referred to as the **Buyer**.

The Seller and the Buyer entered into the agreements set forth in paragraphs (a) through (g) below (**Agreements**), all of which are conditional upon, and shall only enter into full force and effect, upon satisfaction by the Seller and the Buyer of certain obligations as set forth in each Agreement:

(a) Amendment No. 5 dated as of June 30, 2023 to the A320F Agreement;
(b) Amended and Restated Letter Agreement No. 1 dated as of June 30, 2023 to the A320F Agreement;
(c) Amended and Restated Letter Agreement No. 2 dated as of June 30, 2023 to the A320F Agreement;
(d) Amended and Restated Letter Agreement No. 3 dated as of June 30, 2023 to the A320F Agreement;
(e) Amendment No. 4 dated as of June 30, 2023 to the A350 Agreement;
(f) Amended and Restated Letter Agreement No. 3 dated as of June 30, 2023 to the A350 Agreement; and
(g) Amended and Restated Letter Agreement No. 14 dated as of June 30, 2023 to the A350 Agreement.

The Buyer confirms receipt of the Seller's notice *** dated 31 July 2023. Pursuant to Clause 0(y) of each Agreement, the Buyer hereby gives notice to the Seller that ***.

Very truly yours,

United Airlines, Inc.

__/s/ Eddie Gordon_____
By: Eddie Gordon
Title: Vice President, Global Procurement

AMENDED AND RESTATED
LETTER AGREEMENT NO. 1

TO THE A320 FAMILY PURCHASE AGREEMENT

As of June 30, 2023

UNITED AIRLINES, INC.
233 South Wacker Drive
Chicago, Illinois 60606
USA

Re: ***

Dear Ladies and Gentlemen,

UNITED AIRLINES, INC. (the "**Buyer**"), and AIRBUS S.A.S. (the "**Seller**"), have entered into an A320 Family Purchase Agreement dated as of December 3, 2019 (the "**Agreement**"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Amended and Restated Letter Agreement No. 1 (this "**Letter Agreement**") certain additional terms and conditions regarding the sale of the Aircraft. Amended and Restated Letter Agreement No. 1 dated as of June 27, 2021 to the Agreement is hereby amended and restated in its entirety to read as set forth herein. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. The terms "herein", "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

0 CONDITION PRECEDENT

This Letter Agreement is conditional upon, and shall only enter into full force and effect, upon satisfaction by the parties of the obligations set forth in clauses (x) and (y):

(x) ***, and

(y) ***.

The date of effectiveness of this Letter Agreement shall be deemed to be the Amendment No. 5 Effective Date. ***.

1 *

1.1 Clause 5.3.3 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

***

5.3.3.1 For each Aircraft ***:

Payment Date		***
***	***	***
***	***	***
	***	
***	***	***
***	***	***
***	***	***
***	***	***
*** DELIVERY		***

***

5.3.3.2 INTENTIONALLY LEFT BLANK

5.3.3.3 For each *** Aircraft

Payment Date		***
***	***	***
	***	
***	***	***
***	***	***
***	***	

***

*** ***

***

*** DELIVERY ***

***

5.3.3.4 For each *** Aircraft:

Payment Date	***
*** ***	***
***	
*** ***	***
*** ***	***
*** ***	
	***
*** ***	
	***

*** DELIVERY ***

***

UNQUOTE

1.2 ***

1.3 Clause 5.3.5 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

***

UNQUOTE

2 ASSIGNMENT

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 21 of the Agreement.

3 CONFIDENTIALITY

This Letter Agreement is subject to the terms and conditions of Clause 22.10 of the Agreement.

4 COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Benoît de Saint-Exupéry

Its: Executive Vice President, Contracts

Accepted and Agreed

UNITED AIRLINES, INC.

By: /s/ Gerald Laderman

Its: EVP and CFO

AMENDED AND RESTATED
LETTER AGREEMENT NO. 2

TO THE A320 FAMILY PURCHASE AGREEMENT

As of June 30, 2023

UNITED AIRLINES, INC.
233 South Wacker Drive
Chicago, Illinois 60606
USA

Re: CREDIT MATTERS

Dear Ladies and Gentlemen,

UNITED AIRLINES, INC. (the "**Buyer**"), and AIRBUS S.A.S. (the "**Seller**"), have entered into an A320 Family Purchase Agreement dated as of December 3, 2019 (the "**Agreement**"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Amended and Restated Letter Agreement No. 2 (this "**Letter Agreement**") certain additional terms and conditions regarding the sale of the Aircraft. Amended and Restated Letter Agreement No. 2 dated as of July 1, 2022 to the Agreement is hereby amended and restated in its entirety to read as set forth herein. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. The terms "herein", "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

0 CONDITION PRECEDENT

This Letter Agreement is conditional upon, and shall only enter into full force and effect, upon satisfaction by the parties of the obligations set forth in clauses (x) and (y):

(x) ***, and

(y) ***.

The date of effectiveness of this Letter Agreement shall be deemed to be the earlier of the date that ***, and 30th September, 2023. ***.

1 A321 XLR AIRCRAFT *

1.1 For the purposes of this Clause 1, the following defined terms shall apply:

***

2 A321 NEO AIRCRAFT ***

***

3 A320 NEO AIRCRAFT ***

***

4 ***

5 ***

6 ASSIGNMENT

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 21 of the Agreement.

7 CONFIDENTIALITY

This Letter Agreement is subject to the terms and conditions of Clause 22.10 of the Agreement.

8 COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

/s/ Benoît de Saint-Exupéry

By: Benoît de Saint-Exupéry

Its: Executive Vice President, Contracts

Accepted and Agreed

UNITED AIRLINES, INC.

/s/ Gerald Laderman

By: Gerald Laderman

Its: EVP and CFO

AMENDED AND RESTATED
LETTER AGREEMENT NO. 3

TO THE A320 FAMILY PURCHASE AGREEMENT

As of June 30, 2023

UNITED AIRLINES, INC.
233 South Wacker Drive
Chicago, Illinois 60606
USA

Re: ***

Dear Ladies and Gentlemen,

UNITED AIRLINES, INC. (the "**Buyer**"), and AIRBUS S.A.S. (the "**Seller**"), have entered into an A320 Family Purchase Agreement dated as of December 3, 2019 (the "**Agreement**"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Amended and Restated Letter Agreement No. 3 (this "**Letter Agreement**") certain additional terms and conditions regarding the sale of the Aircraft. Amended and Restated Letter Agreement No. 3 dated as of June 27, 2021 to the Agreement is hereby amended and restated in its entirety to read as set forth herein. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. The terms "herein", "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

0 CONDITION PRECEDENT

This Letter Agreement is conditional upon, and shall only enter into full force and effect, upon satisfaction by the parties of the obligations set forth in clauses (x) and (y):

(x) ***, and

(y) ***.

The date of effectiveness of this Letter Agreement shall be deemed to be the Amendment No. 5 Effective Date. ***.

1 DEFINITIONS

Clause 0 to the Agreement is amended to add the following defined terms:

"*** A321 NEO Aircraft *** – as defined in Paragraph 2.3.3.1 of Letter Agreement No. 3.

*** A321 NEO Aircraft *** Notice – as defined in Paragraph 2.3.3.1 of Letter Agreement No. 3.

*** A321 NEO Aircraft *** Notice – as defined in Paragraph 2.3.3.2 of Letter Agreement No. 3.

*** A321 NEO *** – as defined in Paragraph 2.3.3.1 Letter Agreement No. 3.

*** A321 NEO *** – as defined in Paragraph 2.1.1 of Letter Agreement No. 3.

*** A321 NEO *** Aircraft – as defined in Paragraph 2.1.2 of Letter Agreement No. 3.

*** A321 NEO *** Fee *** – as defined in Paragraph 2.2 of Letter Agreement No. 3.

*** A321 NEO *** – as defined in Paragraph 2.3.4.1 of Letter Agreement No. 3.

*** A321 NEO *** – as defined in Paragraph 2.1.1 of Letter Agreement No. 3.

*** A321 NEO *** Aircraft – as defined in Paragraph 2.1.2 of Letter Agreement No. 3.

*** A321 NEO *** Fee *** – as defined in Paragraph 2.2 of Letter Agreement No. 3.

A320 Family *** Fee *** – as defined in Paragraph 2.2 of Letter Agreement No. 3.

A320 Family *** – as defined in Paragraph 2.3.2.1 of Letter Agreement No. 3.

A320 Family *** Notice – as defined in Paragraph 2.3.2.1 of Letter Agreement No. 3.

A320 Family *** – as defined in Paragraph 2.1.1 of Letter Agreement No. 3.

A320 Family *** Aircraft – as defined in Paragraph 2.1.2 of Letter Agreement No. 3.

A320 Family *** Fee *** – as defined in Paragraph 2.2 of Letter Agreement No. 3.

A320 Family *** Fee *** – as defined in Paragraph 2.2 of Letter Agreement No. 3.

A320 Family *** Notice – as defined in Paragraph 2.3.2.2 of Letter Agreement No. 3.

*** A320 Family Aircraft – as defined in Paragraph 2.3.2.1 of Letter Agreement No. 3.

*** A321 NEO Aircraft – as defined in Paragraph 2.3.3.1 of Letter Agreement No. 3.

*** Deadlines – as defined in Paragraph 2.3.4.1 of Letter Agreement No. 3.

*** Aircraft – as defined in Paragraph 2.1.2 of Letter Agreement No. 3.

*** – as defined in Paragraph 2.1.1 of Letter Agreement No. 3.

*** – as defined in Paragraph 2.3.2.1 of Letter Agreement No. 3."

2 PURCHASE RIGHT

2.1 Purchase Right Aircraft

2.1.1 The Seller grants the Buyer the right to purchase:

***

(iii) up to forty (40) additional *** A321 NEO Aircraft***

***

3 ASSIGNMENT

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 21 of the Agreement.

4 CONFIDENTIALITY

This Letter Agreement is subject to the terms and conditions of Clause 22.10 of the Agreement.

5 COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

/s/ Benoît de Saint-Exupéry

By: Benoît de Saint-Exupéry

Its: Executive Vice President, Contracts

Accepted and Agreed

UNITED AIRLINES, INC.

/s/ Gerald Laderman

By: Gerald Laderman

Its: EVP and CFO

Kate Gebo
Executive Vice President, Human Resources and Labor Relations

September 20, 2023

Michael D. Leskinen

Dear Mike,

On behalf of United Airlines Holdings, Inc. ("UAH") and United Airlines, Inc. ("United" and, together with UAH, the "Company") and subject to the conditions set forth below, I am pleased to offer you the position of EVP and Chief Financial Officer of UAH and United. This position is subject to your appointment by the Board of Directors (the "Board") of UAH and will be effective as of the date your appointment is approved by the Board ("Effective Date").

In accordance with this promotion, the following total target compensation opportunity will apply to your new role, effective as described below:

- Annual Base Salary: $700,000
- Short-term Incentive: 120% of base salary
- Long-term Incentive: 350% of base salary
- Total Target Compensation: $3,990,000

Your new annual base salary will be effective as of the Effective Date. Your previous 2023 short-term incentive award (based on your prior base salary and percentage opportunity) will be preserved through the Effective Date, and the increase in your 2023 short-term incentive (based on your new base salary and percentage opportunity) will be effective for the period beginning on the Effective Date through year-end. Your new long-term incentive opportunity will be effective for the 2024 annual long-term incentive grants. You also will receive a one-time promotional equity award with a target value of $1,600,000, sized based on the closing price of UAH common stock on September 25, 2023, and with terms as approved by the Compensation Committee of the Board. As an executive of the Company, you will participate in the benefit plans and programs applicable to similarly-situated executive officers, including the Company's Executive Severance Plan. A summary of such benefit plans and programs will be separately provided to you and may be amended from time to time.

The long-term incentive awards previously granted to you under the Company's 2021 Incentive Compensation Plan and your outstanding long-term contingent cash award will continue to vest in accordance with their original terms and your 2022 subsidiary-level incentive award will be paid to you in accordance with its original terms ($500,000 to be paid April 1, 2024, subject to your continued employment through such date). You agree that this represents the entire agreement with respect to your incentive awards and that you have no rights with respect to any other prior incentive compensation awards.

This position is subject to the reporting requirements of Section 16 of the Securities Exchange Act of 1934, as amended. The position also is subject to the stock ownership guidelines as approved by the

Compensation Committee and you will have five years from the Effective Date to become compliant with the guidelines applicable to your new role. In addition, this position is subject to other Company policies applicable to similarly-situated executive officers, including the compensation clawback policy and the securities trading policy. Such policies will be separately provided to you and may be amended from time to time.

This offer and the compensation and benefits related to this position are subject to, conditioned upon and in consideration of your agreement to the terms and conditions set forth in the Confidentiality and Restrictive Covenant Agreement (Covenants Agreement) separately provided to you. Please carefully read and review the Covenants Agreement and return a signed copy.

Employment at the Company is at-will and may be terminated by the Company or you at any time with or without cause. Any termination is subject to the separation benefits plans and programs in place at the Company at the time of separation.

This offer sets forth the entire offer of employment between you and the Company regarding the terms of your employment as EVP and Chief Financial Officer and it supersedes any prior discussions, commitments or understandings. It is also our mutual understanding that you have not relied on any representations other than those contained in this offer in making your decision to accept this new role.

Please sign, date and return a copy of this letter to confirm your understanding, agreement and acceptance of this offer. In the interim, do not hesitate to contact me if you have any questions.

Congratulations - we are very excited about the contributions that you will make to United in this new role.

Sincerely,

/S/ KATE GEBO

Kate Gebo
Executive Vice President, Human Resources and Labor Relations

---

BY SIGNING BELOW, I AGREE THAT I HAVE READ AND UNDERSTAND THE TERMS OF THIS OFFER LETTER.

Signature: /S/ MIKE LESKINEN

Date: 9/21/23

Exhibit 31.1

Certification of the Principal Executive Officer
Pursuant to 15 U.S.C. 78m(a) or 78o(d)
(Section 302 of the Sarbanes-Oxley Act of 2002)

I, J. Scott Kirby, certify that:

(1) I have reviewed this quarterly report on Form 10-Q for the quarterly period ended September 30, 2023 of United Airlines Holdings, Inc. (the "Company");

(2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

(3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;

(4) The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the Company's most recent fiscal quarter (the Company's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and

(5) The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

/s/ J. Scott Kirby
J. Scott Kirby
Chief Executive Officer

Date: October 18, 2023

Exhibit 31.2

Certification of the Principal Financial Officer
Pursuant to 15 U.S.C. 78m(a) or 78o(d)
(Section 302 of the Sarbanes-Oxley Act of 2002)

I, Michael Leskinen, certify that:

(1) I have reviewed this quarterly report on Form 10-Q for the quarterly period ended September 30, 2023 of United Airlines Holdings, Inc. (the "Company");

(2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

(3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;

(4) The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the Company's most recent fiscal quarter (the Company's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and

(5) The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

/s/ Michael Leskinen
Michael Leskinen
Executive Vice President and Chief Financial Officer

Date: October 18, 2023

Exhibit 31.3

Certification of the Principal Executive Officer
Pursuant to 15 U.S.C. 78m(a) or 78o(d)
(Section 302 of the Sarbanes-Oxley Act of 2002)

I, J. Scott Kirby, certify that:

(1) I have reviewed this quarterly report on Form 10-Q for the quarterly period ended September 30, 2023 of United Airlines, Inc. (the "Company");

(2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

(3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;

(4) The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the Company's most recent fiscal quarter (the Company's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and

(5) The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

/s/ J. Scott Kirby
J. Scott Kirby
Chief Executive Officer

Date: October 18, 2023

Exhibit 31.4

Certification of the Principal Financial Officer
Pursuant to 15 U.S.C. 78m(a) or 78o(d)
(Section 302 of the Sarbanes-Oxley Act of 2002)

I, Michael Leskinen, certify that:

(1) I have reviewed this quarterly report on Form 10-Q for the quarterly period ended September 30, 2023 of United Airlines, Inc. (the "Company");

(2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

(3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;

(4) The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the Company's most recent fiscal quarter (the Company's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and

(5) The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

/s/ Michael Leskinen
Michael Leskinen
Executive Vice President and Chief Financial Officer

Date: October 18, 2023

Exhibit 32.1

Certification of United Airlines Holdings, Inc.
Pursuant to 18 U.S.C. 1350
(Section 906 of the Sarbanes-Oxley Act of 2002)

Each undersigned officer certifies that to the best of his knowledge based on a review of the quarterly report on Form 10-Q for the quarterly period ended September 30, 2023 of United Airlines Holdings, Inc. (the "Report"):

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of United Airlines Holdings, Inc.

Date: October 18, 2023

/s/ J. Scott Kirby
J. Scott Kirby
Chief Executive Officer

/s/ Michael Leskinen
Michael Leskinen
Executive Vice President and Chief Financial Officer

Exhibit 32.2

Certification of United Airlines, Inc.
Pursuant to 18 U.S.C. 1350
(Section 906 of the Sarbanes-Oxley Act of 2002)

Each undersigned officer certifies that to the best of his knowledge based on a review of the quarterly report on Form 10-Q for the quarterly period ended September 30, 2023 of United Airlines, Inc. (the "Report"):

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of United Airlines, Inc.

Date: October 18, 2023

/s/ J. Scott Kirby
J. Scott Kirby
Chief Executive Officer

/s/ Michael Leskinen
Michael Leskinen
Executive Vice President and Chief Financial Officer