

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

FORM 10-Q/A

Amendment No. 1

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

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

UAL CORPORATION

(Exact name of Registrant as specified in its charter)

Delaware 36-2675207

(State or other jurisdiction of (I.R.S. Employer  
incorporation or organization) Identification No.)

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

(Address of principal executive offices) (Zip Code)

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

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

Yes  No

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

Class	Outstanding at September 30, 1996
Common Stock (\$0.01 par value)	58,560,923

Part II

Other Information

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

- (a) \* Exhibit 10.1 - Fourth Amendment to UAL Corporation Employee Stock Ownership Plan dated as of July 16, 1996.
- \* Exhibit 10.2 - Fourth Amendment to UAL Corporation Supplemental ESOP dated as of July 16, 1996.
- \* Exhibit 10.3 - Agreement, dated as of July 16, 1996, pursuant to Section 1.6(q) of the Amended and Restated Agreement and Plan of Recapitalization among UAL Corporation ("UAL"), the Air Line Pilots Association, International and the International Association of Machinists and Aerospace Workers.

Exhibit 10.4 - Supplemental Agreement No. 8 dated as of May 30, 1996 to the Agreement dated December 18, 1990 between The Boeing Company ("Boeing") and United Air Lines, Inc. ("United") (and United Worldwide Corporation) for acquisition of Boeing 747-400 aircraft (as previously amended and supplemented, the "747-400 Purchase Agreement" (filed as Exhibit 10.8 to UAL's

Form 10-K for the year ended December 31, 1990, and incorporated herein by reference; supplements thereto filed as (i) Exhibits 10.4 and 10.5 to UAL's Form 10-K for the year ended December 31, 1991, (ii) Exhibits 10.3, 10.4, 10.5, 10.6 and 10.22 to UAL's Form 10-Q for the quarter ended June 30, 1993, (iii) Exhibit 10.3 to UAL's Form 10-K for the year ended December 31, 1993, (iv) Exhibit 10.14 to UAL's Form 10-Q for the quarter ended June 30, 1994, (v) Exhibits 10.29 and 10.30 to UAL's Form 10-K for the year ended December 31, 1994, (vi) Exhibits 10.4 through 10.8 to UAL's Form 10-Q for the quarter ended March 31, 1995, (vii) Exhibits 10.7 and 10.8 to UAL's Form 10-Q for the quarter ended June 30, 1995, and (viii) Exhibit 10.41 to UAL's Form 10-K for the year ended December 31, 1995, and incorporated herein by reference)). (Exhibit 10.4 hereto is filed with a request for confidential treatment of certain portions thereof.)

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

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

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

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

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

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

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

Exhibit 10.12 - Letter Agreement No. 6-1162-MDH-131 dated July 12, 1996 to the 777-200 Purchase Agreement. (Exhibit 10.12 hereto is filed with a request for confidential treatment of certain portions thereof.)

Exhibit 10.13 - Supplemental Agreement No. 6 dated as of May 30, 1996 to the Agreement dated October 25, 1988 between Boeing and United for acquisition of 757-200

aircraft (as previously amended and supplemented, the "757-200 Purchase Agreement" (filed as Exhibit 10(K) to UAL's Form 10-K for the year ended December 31, 1989, and incorporated herein by reference; supplements thereto filed as (i) Exhibits 10.14, 10.15, 10.16, 10.17, 10.18, 10.19 and 10.22 to UAL's Form 10-Q for the quarter ended June 30, 1993, (ii) Exhibit 10.14 to UAL's Form 10-Q for the quarter ended June 30, 1994, and (iii) Exhibit 10.9 to UAL's Form 10-Q for the quarter ended March 31, 1995, and incorporated herein by reference)). (Exhibit 10.13 hereto is filed with a request for confidential treatment of certain portions thereof.)

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

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

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

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

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

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

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

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

- \* Exhibit 12.2 - Computation of Ratio of Earnings to Fixed Charges and Preferred Stock Dividend Requirements.
- \* Exhibit 27 - Financial Data Schedule.

\* Previously Filed.

SIGNATURES

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

UAL CORPORATION

By: /s/ Douglas A. Hacker  
 -----  
 Douglas A. Hacker  
 Senior Vice President  
 and Chief Financial Officer  
 (principal financial and  
 accounting officer)

Dated: October 23, 1996

Exhibit Index

Exhibit No.	Description
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* 10.1	Fourth Amendment to UAL Corporation Employee Stock Ownership Plan dated as of July 16, 1996.
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* 10.3	Agreement, dated as of July 16, 1996, pursuant to Section 1.6(q) of the Amended and Restated Agreement and Plan of Recapitalization among UAL Corporation, the Air Line Pilots Association, International and the International Association of Machinists and Aerospace Workers.
10.4	Supplemental Agreement No. 8 dated as of May 30, 1996 to the Agreement dated December 18, 1990 between The Boeing Company ("Boeing") and United Air Lines, Inc. ("United") (and United Worldwide Corporation) for acquisition of Boeing 747-400 aircraft (as previously amended and supplemented, the "747-400 Purchase Agreement" (filed as Exhibit 10.8 to UAL's Form 10-K for the year ended December 31, 1990, and incorporated herein by reference; supplements thereto filed as (i) Exhibits 10.4 and 10.5 to UAL's Form 10-K for the year ended December 31, 1991, (ii) Exhibits 10.3, 10.4, 10.5, 10.6 and 10.22 to UAL's Form 10-Q for the quarter ended June 30, 1993, (iii) Exhibit 10.3 to UAL's Form 10-K for the year ended December 31, 1993, (iv) Exhibit 10.14 to UAL's Form 10-Q for the quarter ended June 30, 1994, (v) Exhibits 10.29 and 10.30 to UAL's Form 10-K for the year ended December 31, 1994, (vi) Exhibits 10.4 through 10.8 to UAL's Form 10-Q for the quarter ended March 31, 1995, (vii) Exhibits 10.7 and 10.8 to UAL's Form 10-Q for the quarter ended June 30, 1995, and (viii) Exhibit 10.41 to UAL's Form 10-K for the year ended December 31, 1995, and incorporated herein by reference)). (Exhibit 10.4 hereto is filed with a request for confidential treatment of certain portions thereof.)

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- \* 11 Calculation of fully diluted net earnings per share.
- \* 12.1 Computation of Ratio of Earnings to Fixed Charges.
- \* 12.2 Computation of Ratio of Earnings to Fixed Charges and Preferred Stock Dividend Requirements.
- \* 27 Financial Data Schedule.

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\* Previously Filed.

Supplemental Agreement No. 8

to

Purchase Agreement No. 1670

between

THE BOEING COMPANY

and

UNITED AIR LINES, INC.

Relating to Boeing Model 747-422 Aircraft

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

W I T N E S S E T H

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

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

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

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

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

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

2. Article 2, entitled Delivery of Aircraft; Title and Risk of Loss, paragraph 2.1 is hereby deleted in its entirety and replaced with a new paragraph 2.1 which reflects [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] Such revised paragraph is attached hereto as Attachment 1 and incorporated into the Purchase Agreement by this reference. Boeing and Buyer acknowledge the [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] Aircraft are offered to Buyer Subject to Available Position (STAP). By no later than [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] Boeing will notify Buyer whether such positions are still

available. In the event these delivery positions are not available then these delivery positions will be rescheduled [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] or earlier STAP and the Purchase Agreement shall be appropriately revised to reflect such rescheduled delivery positions.

3. Article 5, entitled Payment, paragraph 5.1, entitled Advance Payment Base Price, is hereby deleted and replaced with a new paragraph 5.1, which includes the Advance Payment Base Prices for the [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] Such revised paragraph is attached hereto as Attachment 2 and incorporated into the Purchase Agreement by this reference.

P.A. No. 1670 SA 8-2  
K/UAL

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

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

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

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

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

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

P.A. No. 1670 SA 8-3  
K/UAL

Paragraph 4 of Letter Agreement 6-1162-TML-891R3 provides that the advance payments paid by Buyer will be based on the [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] which is given below. The calculations are based on a June 3, 1996 settlement date.

[\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE



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

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

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

THE BOEING COMPANY

UNITED AIR LINES, INC.

By: /s/ M. Monica Fix

By: /s/ Douglas A. Hacker

-----  
Its: Attorney-in-Fact

-----  
Its: Senior Vice President and  
Chief Financial Officer

P.A. No. 1670  
K/UAL

SA 8-4

Attachment 1 to  
Supplemental Agreement No. 8

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

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

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

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

P.A. No. 1670  
K/UAL

1-1

Attachment 1 to  
Supplemental Agreement No. 8

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

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

P.A. No. 1670 1-2  
K/UAL

Attachment 2 to  
Supplemental Agreement No. 8

ARTICLE 5. Payment.

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

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

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

P.A. No. 1670 2-1  
K/UAL

Attachment 2 to  
Supplemental Agreement No. 8

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

P.A. No. 1670 2-2  
K/UAL

Supplemental Agreement No. 8

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

P.A. No. 1670 2-1  
K/UAL



United Air Lines, Inc.  
1670-06 Page 1

1670-06  
July 12, 1996

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

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

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

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

[\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE  
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR  
CONFIDENTIAL TREATMENT] as more fully described in paragraph 2  
below, for any of Buyer's Aircraft which are scheduled to deliver  
[\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE  
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR  
CONFIDENTIAL TREATMENT] For the purpose of this Letter Agreement  
such Aircraft are referred to as "Eligible Aircraft."

All escalation calculations under this Letter Agreement,  
including rounding, will be made in accordance with Exhibit D to  
the Purchase Agreement entitled "Price Adjustment Due to Economic  
Fluctuations - Airframe Price Adjustment" (hereinafter referred  
to as "Exhibit D"), using actual escalation indices published for  
the applicable period.

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

United Air Lines, Inc.  
1670-06 Page 2

Calculation - Eligible Aircraft Delivering in 1997.  
-----

At the time of delivery of each Eligible Aircraft  
delivering in 1997, Boeing will issue to Buyer a credit  
memorandum (the 1997 Credit Memorandum) which shall be applied to  
the Purchase Price of such Aircraft. The 1997 Credit Memorandum  
shall be calculated as follows:

[\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH  
THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST  
FOR CONFIDENTIAL TREATMENT] and the escalation calculated  
for the month of delivery of the 1997 Eligible Aircraft;

provided however,

[\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH  
THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST  
FOR CONFIDENTIAL TREATMENT] pursuant to the following  
calculation:

At the time of the delivery of the 1997 Eligible  
Aircraft, the Base Airframe Price and Special Features  
prices will be escalated to a December 1996 delivery  
month. The December 1996 escalated price will be  
referred to in the following formula as the "December  
1996 Index Amount". The 1997 Credit Memorandum for the

1997 Eligible Aircraft will not exceed an amount equal to:

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

Calculation - Eligible Aircraft Delivering in 1998.  
-----

At the time of delivery of each Eligible Aircraft delivering in 1998, Boeing will issue to Buyer a credit memorandum (the 1998 Credit Memorandum) which shall be applied to the Purchase Price of such Aircraft. The 1998 Credit Memorandum shall be the sum of:

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

United Air Lines, Inc.  
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[\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] and the escalation calculated for the month of delivery of the 1998 Eligible Aircraft:

provided however,

[\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] pursuant to the following calculation:

At the time of the delivery of the 1998 Eligible Aircraft, the Base Airframe Price and Special Features prices will be escalated to a December 1997 delivery month. The December 1997 escalated price will be referred to in the following formula as the "December 1997 Index Amount". The 1998 Credit Memorandum for the 1998 Eligible Aircraft will not exceed an amount equal to:

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

Eligible Aircraft Delivering after 1998.  
-----

For Eligible Aircraft delivering after the calendar year 1998, the amount of the Credit Memorandum will be the amount calculated pursuant to paragraph 2.2 above as if the delivery was [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] This credit memorandum amount will be escalated from December 1998 to the month of delivery.

Advance Payment Base Price.  
-----

It is agreed that the Advance Payment Base Prices for the Eligible Aircraft, set forth in Article 5.1 of the Purchase Agreement [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] pursuant to this Letter Agreement.

United Air Lines, Inc.  
1670-06 Page 4

Incorporation Point.  
-----

The revised Advance Payment Base Prices specified in paragraph 3.1 will be used for all payments due to Boeing after the date of this Letter Agreement. Boeing will review the

advance payments made prior to the date of this Letter Agreement and determine if there is an excess. Any excess will be deducted from the next advance payment due to Boeing.

Escalating Credits (STE).

-----

It is agreed that the credit memoranda specified in Letter Agreement No. 6-1162-TML-DLJ891R1 which escalate in accordance with Exhibit D, is expressed as a percentage of the escalated Purchase Price of the Aircraft, will be calculated using the same factors used to develop the adjusted airframe escalation pursuant to this Letter Agreement.

Very truly yours,

THE BOEING COMPANY

By /s/ M. O. Hurt

-----

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: July 12, 1996

-----

United Air Lines Inc.

By /s/ Douglas A. Hacker

-----

Its Senior Vice President and  
Chief Financial Officer







Boeing may adjust, change or modify performance guarantees set forth in Letter Agreement 6-1162-DLJ-860 without Buyer's consent with respect to the Aircraft referred to in Article 2, as specifically permitted by Letter Agreement 6-1162-DLJ-860 and by Article 7.2 as modified by paragraph 7 of this Letter Agreement; [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

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

P.A. No. 1670 S/A 8  
K/UAL

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

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

P.A. No. 1670 S/A 8  
K/UAL

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

12. Non-Disclosure.  
-----

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

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

Very truly yours,

THE BOEING COMPANY

By /s/ M. Monica Fix  
-----  
Its Attorney in Fact

ACCEPTED AND AGREED TO this  
Date: May 30, 1996

UNITED AIR LINES, INC.

By /s/ Douglas A. Hacker  
-----

Its Senior Vice President and  
Chief Financial Officer

P.A. No. 1670  
K/UAL

S/A 8

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

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

Gentlemen:

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

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

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

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

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

P.A. No. 1670                      SA-9  
K/UAL

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

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

In consideration of Buyer's purchase of thirty-four (34) Model 777 aircraft under Purchase Agreement 1663  
[\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

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

In consideration of Buyer's purchase of thirty-four (34) Model 777 aircraft under Purchase Agreement 1663 [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Escalation of Credit Memoranda.  
-----

The actual amount of the credit memoranda to be provided pursuant to paragraph 1 above shall be determined by escalating the base amount of such credit by application of the airframe escalation provisions described in Exhibit D of the Purchase Agreement and Attachment A to Letter Agreement 1670-5 or such Airframe escalation provisions as are applicable to the Option Aircraft, as such credits are applicable to the Firm Aircraft or Option Aircraft for which such respective credit is issued.

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

P.A. No. 1670 SA-9  
K/UAL

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

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

[\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] is paid in full at a fluctuating rate per annum equal to one percent (1%) plus the rate of interest announced publicly by Citibank, N.A., New York as its base rate, from time to time, as such bank's base rate may change, each change in such fluctuating rate to take place simultaneously with the corresponding change in such base rate, calculated on the basis of a year of 365/366 days for the actual number of days elapsed. If Boeing elects option (ii) above, Buyer shall pay to Boeing [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] and interest due thereon, on the date of delivery of each Aircraft to which [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] Boeing shall issue a credit memorandum to Buyer in the amount equal to the accrued interest on deferred advance payments [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

P.A. No. 1670 SA-9  
K/UAL

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

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

Program Changes.  
-----

Article 7.2 entitled Program Changes of the Purchase Agreement is hereby deleted in its entirety.

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

Changes to Performance Guarantees.  
-----

Boeing may adjust, change or modify performance guarantees set forth in Letter Agreement 6-1162-DLJ-860 without Buyer's consent with respect to the Aircraft referred to in Article 2, as specifically permitted by Letter Agreement 6-1162-DLJ-860 and by Article 7.2 as modified by paragraph 7 of this Letter Agreement; [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

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

P.A. No. 1670 SA-9  
K/UAL

United Air Lines, Inc.  
6-1162-DLJ-891R4 Page 5

11. Non-Disclosure.

-----

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

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

Very truly yours,

THE BOEING COMPANY

By /s/ M. O. Hurt

-----

Its Attorney In Fact

ACCEPTED AND AGREED TO this

Date: July 12, 1996

UNITED AIR LINES, INC.

By /s/ Douglas A. Hacker

-----

Its Senior Vice President and  
Chief Financial Officer

P.A. No. 1670

SA-9

K/UAL

Supplemental Agreement No. 4

to

Purchase Agreement No. 1663

between

The Boeing Company

and

UNITED AIR LINES, INC.

Relating to Boeing Model 777-222 Aircraft

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

W I T N E S S E T H :  
-----

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

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

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

1. Article 1, "Subject Matter of Sale", is hereby deleted in its entirety and replaced with a new Article 1, which is Attachment No. 1 hereto.
2. Article 2, "Delivery of Aircraft; Title and Risk of Loss", is hereby deleted in its entirety and replaced with a new Article 2 which is Attachment No. 2 hereto.
3. Article 5, "Payment", is hereby deleted in its entirety and replaced with a new Article 5 which is Attachment No. 4 hereto.
4. The two "B" Market Aircraft, which are the subject of this Supplemental Agreement, are [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] as such term is defined in Letter Agreement No. 6-1162-TML-1205 to nine (9) 737 Aircraft in Purchase Agreement No. 1595, [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] will be applied to the advance payments owed Boeing for the two "B" Market Aircraft which are the subject of this Supplemental Agreement. An adjustment for the amount owed by Buyer [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] for each of [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] 777 aircraft, is reflected in paragraph 6 below.

6. Paragraph 6 of Letter Agreement No. 6-1162-RCN-859 provides that the advance payments paid by Buyer will be based on the [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE

SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] The calculations are based on a June 3, 1996 settlement date.

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

\*See Paragraph no. 5

The difference will be refunded to Buyer in accordance with paragraph 6.D. of Letter Agreement No. 6-1162-TML-1205.

P.A. No. 1663

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

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

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

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

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

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

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

THE BOEING COMPANY

UNITED AIR LINES, INC.

By: /s/ M.O. Hurt  
-----

By: /s/ Douglas A. Hacker  
-----

Douglas A. Hacker

Its: Attorney-In-Fact

Its: Senior Vice President and  
Chief Financial Officer

P.A. No. 1663

S4-3

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

ARTICLE 1. Subject Matter of Sale.  
-----

1.1.1 "A" Market Aircraft Description".

Boeing shall sell and deliver to Buyer, and Buyer shall purchase from Boeing, sixteen (16) Boeing Model 777-222 "A" Market Aircraft. Such aircraft are referred to individually and

collectively as the "Aircraft" or "AIRCRAFT" or "the "A" Market Aircraft". The Aircraft will be manufactured by Boeing in accordance with Boeing Detail Specification [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] (as modified and described in Exhibit A-1 attached hereto) as it may be modified from time to time in accordance with the terms and conditions of Article 7 herein. Such Detail Specification as so modified is by this reference incorporated in this Agreement and is hereinafter referred to as the "Detail Specification" or "the "A" Market Detail Specification." In connection with the sale and purchase of the Aircraft, Boeing shall also deliver to Buyer other things under this Agreement including data, documents, training and services.

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

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

P.A. No. 1663 S4-1

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

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

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

"Month and Year of Delivery -----	Quantity of Aircraft -----
"A" Market Aircraft -----	
May 1995	Three (3)
June 1995	Two (2)
July 1995	One (1)
September 1995	One (1)
October 1995	One (1)
November 1995	One (1)
December 1995	Two (2)
February 1996	One (1)
April 1996	One (1)
May 1996	One (1)
June 1996	One (1)
July 1996	One (1)

"B" Market Aircraft  
 -----

Block A "B" Market Aircraft  
 -----



P.A. No. 1663

S4-1

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

Block B "B" Market Aircraft  
-----

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

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

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

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

P.A. No. 1663

S4-2

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

ARTICLE 5. Payment.  
-----

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

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

"A" Market Aircraft  
-----

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

"B" Market Aircraft  
-----

Block A "B" Market Aircraft  
-----

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

Block B "B" Market Aircraft  
-----

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

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

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

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

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

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

Upon execution of a definitive purchase agreement

24 months prior to the first day of the scheduled delivery month of the Aircraft

21 months prior to the first day of the scheduled delivery month of the Aircraft

18 months prior to the first day of the scheduled delivery month of the Aircraft

15 months prior to the first day of the scheduled delivery month of the Aircraft

12 months prior to the first

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

day of the scheduled delivery  
month of the Aircraft

9 months prior to the first  
day of the scheduled delivery  
month of the Aircraft

6 months prior to the first  
day of the scheduled delivery  
month of the Aircraft

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

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

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

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

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

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

Supplemental Agreement No. 4  
Purchase Agreement No. 1663

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



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

THE BOEING COMPANY

UNITED AIR LINES, INC.

By: /s/ M. O. Hurt  
-----

By: /s/ Douglas A. Hacker  
-----

Its: Attorney-In-Fact

Its: Senior Vice President and  
Chief Financial Officer

P.A. No. 1663

S5-2

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

Article 3. Price of Aircraft.  
-----

3.1 Basic Price.

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

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

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

3.2 Purchase Price.  
-----

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

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

ARTICLE 5. Payment.

-----

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

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

"A" Market Aircraft  
-----

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

"B" Market Aircraft  
-----

Block A "B" Market Aircraft  
-----

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

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

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

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

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

Upon execution of a definitive purchase agreement

24 months prior to the first day of the scheduled delivery month of the Aircraft

21 months prior to the first day of the scheduled delivery month of the Aircraft

18 months prior to the first day of the scheduled delivery month of the Aircraft

15 months prior to the first day of the scheduled delivery month of the Aircraft

12 months prior to the first day of the scheduled delivery month of the Aircraft

9 months prior to the first day of the scheduled delivery month of the Aircraft

6 months prior to the first day of the scheduled delivery month of the Aircraft

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

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

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

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

Supplemental Agreement No. 5  
Purchase Agreement No. 1663

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

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

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

Subject: Letter Agreement No. 6-1162-MDH-077  
Purchase Agreement No. 1663  
BFE Seat Program

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

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

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

Boeing has proposed to Buyer and Buyer has accepted Change Proposal MC 2525MP7082 "Business Class Seats - Install PTC instead of SICMA - Passenger Cabin" {the Master Change}. The Master Change will install as Buyer Furnished Equipment business class seats manufactured by B/E Aerospace {B/E Aerospace} instead of business class seats manufactured by SICMA Aero Seat {SICMA}. The B/E Aerospace seats will be installed in the following Aircraft:

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

Registration No.  
-----

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

- N782UA
- N783UA
- N787UA
- N786UA
- N784UA
- N785UA
- N788UA
- N789UA
- N790UA
- N791UA
- N792UA
- N793UA
- N794UA
- N795UA
- N796UA
- N797UA
- N798UA
- N799UA

To accomplish the installation of the B/E Aerospace Seats in the Aircraft, Boeing and Buyer, in conjunction with B/E Aerospace, have agreed to the following plan {the Plan}.

1. B/E Aerospace shall be responsible for providing a designated engineering representative {DER}. The DER will be responsible for obtaining from the FAA the Technical Standard Order (TSO) certification for the B/E Aerospace Seats.

2. Buyer shall be responsible to freeze the design of certification critical items of the B/E Aerospace Seats by no later than May 15, 1996. For purposes of the Plan, certification critical items means no further design changes may be made if such design changes might effect Dynamic Testing of the B/E



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

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

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

4. B/E Aerospace will deliver B/E Aerospace Seats to Boeing in accordance with the following on-dock schedule:

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

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

Very truly yours,

THE BOEING COMPANY

By /s/ M. O. Hurt

-----  
Its Attorney in Fact

ACCEPTED AND AGREED TO this

Date: April 6, 1996

UNITED AIR LINES, INC.

By /s/ Frederic Brace

-----  
Its Vice President - Financial  
Planning and Analysis and  
Controller

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

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

Gentlemen:

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

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

All terms used herein and in the Purchase Agreement, and not defined herein, shall have the same meaning as in the Purchase Agreement. For purposes of this letter, the difference between the price adjustment due to economic fluctuations (escalation) charged to Buyer pursuant to Exhibit D [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

In consideration of Buyer's purchase of eighteen "B" Market Aircraft in substitution for the last eighteen 777 "A" Market Aircraft, and notwithstanding [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] All credit memoranda issued pursuant to this Letter Agreement can be used for any Boeing goods and services including purchase of Aircraft.

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

Boeing acknowledges on or about May 15, 1995 and July 12, 1995 Boeing delivered to Buyer certain [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

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

Very truly yours,

THE BOEING COMPANY

By /s/ M. O. Hurt  
-----  
Its Attorney in Fact

ACCEPTED AND AGREED TO this  
Date: July 12, 1996

UNITED AIR LINES, INC

By /s/ Douglas A. Hacker  
-----  
Its Senior Vice President and  
Chief Financial Officer

Supplemental Agreement No. 6

to

Purchase Agreement No. 1485

between

The Boeing Company

and

UNITED AIR LINES, INC.

Relating to Boeing Model 757-222 Aircraft

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

W I T N E S S E T H:

-----

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

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

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

P.A. No. 1485                      S6-1

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

"ARTICLE 1. Subject Matter of Sale, Boeing shall sell and deliver to Buyer, and Buyer shall purchase from Boeing, Ninety-Four (94) Boeing Model 757-222 aircraft. Such aircraft are referred to individually and collectively as the "Block A Aircraft", "Block B Aircraft", "Block C Aircraft", "Block D Aircraft", "Block E Aircraft", "Block F Aircraft", (as such aircraft are allocated variously among the separate groupings defined as Blocks A,B,C,D,E, and F in Article 2 of this Purchase Agreement (or in Letter Agreement 1485-5 hereto), "Aircraft" or "AIRCRAFT". The Block A, B, C, D Aircraft will be manufactured by Boeing in accordance with Boeing Detail Specification [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] the Block E Aircraft will be manufactured by Boeing in accordance with Boeing Detail Specification [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] and the Block F Aircraft will be manufactured by Boeing in accordance with Boeing Detailed Specification [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] (as described in Exhibit A, attached hereto) as they may be modified from time to time in accordance with the terms and conditions of Article 7 herein. Such Detail Specifications as so modified are by this reference incorporated in this Agreement and is hereinafter referred to as the "Detail Specification" or "Detail Specifications" as applicable. In

connection with the sale and purchase of the Aircraft, Boeing shall also deliver to Buyer other things under this Agreement including data, documents, training and services.

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

Block F  
-----

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

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

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

P.A. No. 1485                      S6-2

4. Article 3.2 Purchase Price is revised to read:

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

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

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

"Block F Aircraft  
-----

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

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

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

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

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

P.A. No. 1485                      S6-3



paragraph 6.D. of Letter Agreement No. 6-1162-TML-1205.

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

P.A. No. 1485 S6-5

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

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

THE BOEING COMPANY UNITED AIR LINES, INC.

By: /s/ M.O. Hurt  
-----

By: /s/ Douglas Hacker  
-----

Douglas A. Hacker

Its: Attorney-In-Fact

Its: Senior Vice President and  
Chief Financial Officer

P.A. No. 1485 S6-6

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

EXHIBIT A-3

to

PURCHASE AGREEMENT NO. 1485

between

THE BOEING COMPANY

and

UNITED AIR LINES, INC.

BLOCK F AIRCRAFT CONFIGURATION  
-----

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

P.A. No. 1485 S6-7

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

ENGINE PRICE ADJUSTMENT - PRATT & WHITNEY  
-----

BLOCKS A, B, C, and D AIRCRAFT  
-----

(a) The basic price of each Block A, B, C, and D Aircraft set

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

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

(b) The following definitions shall apply herein:

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

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

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

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

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

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

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

ENGINE PRICE ADJUSTMENT - PRATT & WHITNEY  
 -----  
 (1995 BASE PRICE) BLOCK F AIRCRAFT  
 -----

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

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





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

P.A. No. 1485

S6-10

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

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

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

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

P.A. No. 1485

S6-11

Supplemental Agreement No. 6  
Purchase Agreement No. 1663

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

P.A. No. 1485

S6-12

Supplemental Agreement No. 7

to

Purchase Agreement No. 1485

between

The Boeing Company

and

UNITED AIR LINES, INC.

Relating to Boeing Model 757-222 Aircraft

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

W I T N E S S E T H:

-----

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

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

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

P.A. No. 1485

S7-1

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

"ARTICLE 1. Subject Matter of Sale, Boeing shall sell and deliver to Buyer, and Buyer shall purchase from Boeing, Ninety-Eight (98) Boeing Model 757-222 aircraft. Such aircraft are referred to individually and collectively as the "Block A Aircraft", "Block B Aircraft", "Block C Aircraft", "Block D Aircraft", "Block E Aircraft", "Block F Aircraft", Block G Aircraft", (as such aircraft are allocated variously among the separate groupings defined as Blocks A,B,C,D,E,F, and G in Article 2 of this Purchase Agreement (or in Letter Agreement 1485-5 hereto), "Aircraft" or "AIRCRAFT". The Block A, B, C, D Aircraft will be manufactured by Boeing in accordance with Boeing Detail Specification [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] the Block E Aircraft will be manufactured by Boeing in accordance with Boeing Detail Specification [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] and the Block F and G Aircraft will be manufactured by Boeing in accordance with Boeing Detailed Specification [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] (as described in Exhibit A, Exhibit A-1 and Exhibit A-2 attached hereto) as they may be modified from time to time in accordance with the terms and conditions of Article 7 herein. Such Detail Specifications as so modified are by this reference incorporated in this Agreement and is hereinafter referred to as the "Detail Specification" or "Detail Specifications" as applicable. In connection with the sale and purchase of the Aircraft, Boeing shall also deliver to Buyer other things under this Agreement including data,

documents, training and services.

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

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

P.A. No. 1485 S7-2

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

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

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

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

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

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

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

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

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

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

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

P.A. No. 1485 S7-3

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

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

9. In Exhibit D, the title:

"ENGINE PRICE ADJUSTMENT - PRATT & WHITNEY  
-----  
(1995 BASE PRICE) BLOCK F AIRCRAFT"  
-----

is revised to read:

"ENGINE PRICE ADJUSTMENT - PRATT & WHITNEY

Section (a) thereof is revised to read:

"(a) The basic price of each Block F and G Aircraft set forth in this Agreement includes an aggregate price for PW2037M engines and all accessories, equipment and parts therefor provided by the engine manufacturer (collectively in this Exhibit D called Engines) of [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] The adjustment in Engine price applicable to each Block F and G Aircraft ("Engine Price Adjustment" herein) shall be determined at the time of each Block F and G Aircraft {hereinafter "Aircraft"} delivery in accordance with the following formula:"

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

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

P.A. No. 1485 S7-4

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

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

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

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

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

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

\*See Paragraph no. 11

The difference will be refunded to Buyer in accordance with paragraph 6.D. of Letter Agreement No. 6-1162-TML-1205.

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

P.A. No. 1485 S7-5

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

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

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

THE BOEING COMPANY

UNITED AIR LINES, INC.

By: /s/ M. O. Hurt

By: /s/ Douglas Hacker

-----  
Its: Attorney in Fact

-----  
Its: Senior Vice President and  
Chief Financial Officer

P.A. No. 1485

S7-6

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

EXHIBIT A-3

to

PURCHASE AGREEMENT NO. 1485

between

THE BOEING COMPANY

and

UNITED AIR LINES, INC.

BLOCK F AND G AIRCRAFT CONFIGURATION  
-----

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

P.A. No. 1485

S7-1

Supplemental Agreement No. 7  
Purchase Agreement No. 1485

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

P.A. No. 1485

1

Supplemental Agreement No. 7  
Purchase Agreement No. 1485

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

P.A. No. 1485

2

1485-09  
July 12, 1996

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

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

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

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

[\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] as more fully described in paragraph 2 below, for any of Buyer's Aircraft which are scheduled to deliver after [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] For the purpose of this Letter Agreement such aircraft are referred to as "Eligible Aircraft."

All escalation calculations under this Letter Agreement, including rounding, will be made in accordance with Exhibit D to the Purchase Agreement entitled "Price Adjustment Due to Economic Fluctuations - Airframe Price Adjustment" (hereinafter referred to as "Exhibit D"), using actual escalation indices published for the applicable period.

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

United Air Lines, Inc.  
1485-09 Page 2

Calculation - Eligible Aircraft Delivering in 1997.  
-----

At the time of delivery of each Eligible Aircraft delivering in 1997, Boeing will issue to Buyer a credit memorandum (the 1997 Credit Memorandum) which shall be applied to the Purchase Price of such Aircraft. The 1997 Credit Memorandum shall be calculated as follows:

[\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] and the escalation calculated for the month of delivery of the 1997 Eligible Aircraft;

provided however,

[\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] pursuant to the following calculation:

At the time of the delivery of the 1997 Eligible Aircraft, the Base Airframe Price and Special Features prices will be escalated to a December 1996 delivery month. The December 1996 escalated price will be referred to in the following formula as the "December 1996 Index Amount". The 1997 Credit Memorandum for the 1997 Eligible Aircraft will not exceed an amount equal to:

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

Calculation - Eligible Aircraft Delivering in 1998.  
-----

At the time of delivery of each Eligible Aircraft delivering in 1998, Boeing will issue to Buyer a credit memorandum (the 1998 Credit Memorandum) which shall be applied to the Purchase Price of such Aircraft. The 1998 Credit Memorandum shall be the sum of:

P.A. No. 1485

United Air Lines, Inc.  
1485-09 Page 3

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

[\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] and the escalation calculated for the month of delivery of the 1998 Eligible Aircraft:

provided however,

[\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] pursuant to the following calculation:

At the time of the delivery of the 1998 Eligible Aircraft, the Base Airframe Price and Special Features prices will be escalated to a December 1997 delivery month. The December 1997 escalated price will be referred to in the following formula as the "December 1997 Index Amount". The 1998 Credit Memorandum for the 1998 Eligible Aircraft will not exceed an amount equal to:

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

Eligible Aircraft Delivering after 1998.  
-----

For Eligible Aircraft delivering after the calendar year 1998, the amount of the Credit Memorandum will be the amount calculated pursuant to paragraph 2.2 above as if the delivery was [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] This credit memorandum amount will be escalated from December 1998 to the month of delivery.

Advance Payment Base Price.  
-----

It is agreed that the Advance Payment Base Prices for the Block F Aircraft and the Block G Aircraft, herein the Eligible Aircraft set forth in Article 5.1 of the Purchase Agreement

P.A. No. 1485

United Air Lines, Inc.  
1485-09 Page 4

[\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] pursuant to this Letter Agreement.

Incorporation Point.

-----  
The revised Advance Payment Base Prices specified in paragraph 3.1 will be used for all payments due to Boeing after the date of this Letter Agreement. Boeing will review the advance payments made prior to the date of this Letter Agreement and determine if there is an excess. Any excess will be deducted from the next advance payment due to Boeing.

Escalating Credits (STE).  
-----

It is agreed that the credit memoranda specified in Letter Agreement No. 6-1162-TML-388 which escalate in accordance with Exhibit D, is expressed as a percentage of the escalated Purchase Price of the Aircraft, will be calculated using the same factors used to develop the adjusted airframe escalation pursuant to this Letter Agreement.

Very truly yours,

THE BOEING COMPANY

By /s/ M. O. Hurt  
-----

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this  
Date: July 12, 1996

United Air Lines Inc.

By /s/ Douglas A. Hacker  
-----

Its Senior Vice President and  
Chief Financial Officer



6-1162-MDH-150  
July 12, 1996

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

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

Gentlemen:

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

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

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

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

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

This letter Agreement sets forth certain business concessions extended by Boeing to Buyer as part of the following Supplemental Agreements to the Purchase Agreements {the Supplemental Agreements}:

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

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

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

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

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

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

Each such Supplemental Agreement identified certain Aircraft to be purchased by Buyer to satisfy certain commitments of Buyer as set forth in Letter Agreement No. [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] Such Aircraft and their respective months and years of scheduled delivery are set forth in Attachment No. 1 to this Letter Agreement [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] Aircraft and their respective months and

years of scheduled delivery are set forth in such Attachment No. 1 to this Letter Agreement [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

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

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

[\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] Such interest will be calculated using the 90 day AA Federal Reserve Commercial Paper Composite rate as posted on page 120 in Telerate (the Agreed Interest Rate), as on the close of business on the first day of each quarter. The accrued interest will be paid by wire transfer to Buyer on the first business day of the following quarter. [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

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

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

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

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

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

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

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

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

Notwithstanding the cancellation of Letter Agreement No. 1485-8, Boeing and Buyer agree the provisions of paragraph 11 [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR

CONFIDENTIAL TREATMENT] of Letter Agreement No. 6-1162-TML-388 shall be applicable to the [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

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

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

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

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

United Air Lines, Inc.  
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[\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

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6-1162-MDH-150 Page 8

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

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

Such interest under both advance payment schedules is to be calculated at an annual rate of 9% on a 365/366 day year (simple interest) up to and including the date of delivery of the applicable Aircraft.

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

2. Widebody Customer Support Matters.  
-----

2.1 737-300/500 Thrust Reverser Warning Light.  
-----

Following Boeing's receipt of Buyer's [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] Boeing shall ship to Buyer the following:

Part No. -----	Qty. ---	Description -----
65-73606-170	12	Engine Accessory Unit

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

2.2 Boeing Pilot Training Programs - Model 747/757/777.  
-----

For the Model 747, 757, 767 and 777 aircraft, following Boeing's receipt of Buyer's [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] Boeing shall provide to Buyer the following quantity of sets of Boeing Pilot Training Programs:

Description -----	Qty per Model -----
Flight Training CBT Courseware (including Flight Crew Training and Cabin Attendant)	[*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]
Flight Crew Video Briefings	
Full sized colored instrument panel configuration illustration	
Electrically Plotted or Computer Graphics Metafile Format	

2.3 Model 777 Simulator Data Package.  
-----

Following Boeing's receipt of [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] Boeing will deliver to Buyer Model 777 Simulator Data Packages to allow Buyer to:

2.3.1 Add 777 "B" Market capability to its "A" Market Simulator; and

2.3.2 Add 777 "A" Market capability to its "B" Market simulator.

2.4 Model 757 Simulator Data Package - 1997 Price.  
-----

For Subsequent Sets of Model 757 Simulator Data Packages and Concurrent Sets of Model 757 Simulator Data Packages purchased under Letter Agreement No. 6-1162-GKW-263 to Purchase Agreement No. 1485, Boeing shall extend to Buyer Boeing's 1997 price of [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] per Subsequent Set [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] per Concurrent Set.

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

2.5 Flight Simulator Hardware Support.  
-----

2.5.1 For the Model 747 and 757, Boeing will work with Buyer to pre-implement a set of either long lead, or a complete set of, hardware for a new simulator in the required simulator tail number. Buyer will submit to Boeing a "coverage" P/O which will not be executed until selection of a simulator manufacturer to be used in this pre-implementation. Boeing also pre-implements generic simulator long-lead hardware that may be allocated to Buyer with appropriate notification. Kits are allocated based on notification, lead times, training needs, airplane delivery, etc. Notification must occur in a timely fashion or kits may not be available as required by Buyer. Once the kit is allocated, Buyer will then have first right of refusal on it. Only hardware requirement dates of greater than six months on receipt of order will be accepted by Boeing for hardware required in addition to allocated pre-implemented kit.

2.5.2 Required Boeing proprietary hardware may be purchased at the then-current Boeing Spares Catalog prices. In the event that Buyer elects to submit Purchase Orders to Boeing for selected vendor hardware, such Purchase Orders shall be processed by Boeing in the same manner as sustaining spares for the Aircraft, in accordance with the applicable terms and conditions of Spare Parts General Terms Agreement No. 22, dated October 25, 1967 as amended and supplemented.

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

[\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] This service will apply to Buyer's Fleet indicated above and will be provided [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] to Buyer for a period of ten (10) years commencing with the delivery of [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

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

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

All Manuals specified in this paragraph 2.7 will be produced in accordance with Air Transport Association (ATA) Specification 100, and to the revision level specified in the applicable Purchase Agreement. [\*CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] If Boeing introduces and offers new technical documentation formats not currently offered, Buyer may elect to substitute the formats, in lieu of the existing formats, at Boeing's then current price and applicable terms and conditions.

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

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

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

4. Confidentiality.  
-----

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

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

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

Very truly yours,  
  
THE BOEING COMPANY

By /s/ M. O. Hurt

-----

Its Attorney in Fact

ACCEPTED AND AGREED TO this

Date: July 12, 1996

UNITED AIR LINES, INC.

By /s/ Douglas A. Hacker

-----

Its Senior Vice President and  
Chief Financial Officer

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

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

Attachment No. 2 to  
6-1162-MDH-150 Page 1

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

Attachment No. 2 to  
6-1162-MDH-150 Page 2

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

Attachment No. 2 to  
6-1162-MDH-150 Page 3

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

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

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

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

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

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

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