

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): **April 21, 2017**

**UNITED CONTINENTAL HOLDINGS, INC.
UNITED AIRLINES, INC.**

(Exact name of registrant as specified in its charter)

Delaware

001-06033

36-2675207

Delaware

001-10323

74-2099724

(State or other jurisdiction
of incorporation)

(Commission File Number)

(IRS Employer
Identification Number)

233 S. Wacker Drive, Chicago, IL

60606

233 S. Wacker Drive, Chicago, IL

60606

(Address of principal executive offices)

(Zip Code)

(872) 825-4000

(872) 825-4000

Registrant's telephone number, including area code

(Former name or former address, if changed since last report.)

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) On April 21, 2017, United Continental Holdings, Inc. ("UCH") and United Airlines, Inc. (collectively, the "**Companies**") entered into the Second Amendment to Employment Agreement (the "**Second Amendment**") with Oscar Munoz, the Companies' Chief Executive Officer, amending his Employment Agreement with the Companies dated December 31, 2015, as first amended as of April 19, 2016. The Second Amendment, which was initiated by Mr. Munoz, removes the provisions in the Employment Agreement related to the future appointment of Mr. Munoz as Chairman of the Board of Directors of UCH (the "Board"), leaving future determinations related to the Chairman position to the discretion of the Board. As a result, the Second Amendment also modifies the definition of "Good Reason" such that the appointment of a Chairman of the Board other than Mr. Munoz, Robert A. Milton or Henry L. Meyer III would not constitute "Good Reason."

The foregoing summary description of the Second Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Second Amendment, which is filed as Exhibit 10.1 hereto and incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(a) - (c) Not applicable.

(d) Exhibits:

Exhibit Number	Description of Exhibit
10.1	Second Amendment to Employment Agreement, dated April 21, 2017, by and among United Continental Holdings, Inc., United Airlines, Inc. and Oscar Munoz.

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SIGNATURES

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

UNITED CONTINENTAL HOLDINGS, INC.
UNITED AIRLINES, INC.

By: /s/ Brett J. Hart
Name: Brett J. Hart
Title: Executive Vice President and General Counsel

Date: April 21, 2017

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Exhibit Number	Description of Exhibit
10.1	Second Amendment to Employment Agreement, dated April 21, 2017, by and among United Continental Holdings, Inc., United Airlines, Inc. and Oscar Munoz.

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SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (this "Second Amendment") is made and entered into as of April 21, 2017, by and among United Continental Holdings, Inc., a Delaware corporation (the "Company"), United Airlines, Inc., a Delaware corporation ("United") (the Company and United are hereinafter collectively referred to as the "Employers"), and Oscar Munoz ("Executive").

WHEREAS, the Employers and Executive entered into an Employment Agreement, dated December 31, 2015, as amended by the Amendment to Employment Agreement, dated as of April 19, 2016 (the "Employment Agreement");

WHEREAS, the Employment Agreement provides that it is the expectation of the Company that Executive shall be appointed Chairman of the Company's Board of Directors (the "Board") on the date of the Company's 2018 annual meeting of stockholders; and

WHEREAS, Executive desires to remove the provisions in the Employment Agreement related to the future appointment of Executive as Chairman of the Board, and to leave future determinations related to the Chairman position to the discretion of the Board, and the Board is willing to agree to such change.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendments.
 - (a) The third sentence of Section 2 of the Employment Agreement is hereby deleted in its entirety.
 - (b) Clause (iv) of the definition of "Good Reason" contained in Section 4(e) of the Employment Agreement is hereby deleted in its entirety and clauses (v) and (vi) are renumbered accordingly.
2. Effective Date. This Second Amendment is effective as of the date first set forth above.
3. Governing Law. This Second Amendment shall be governed by the internal laws (as opposed to the conflicts of law provisions) of the State of Illinois.
4. Effect of Amendment. Except as modified hereby, the Employment Agreement is reaffirmed in all respects, and all references therein to "the Agreement" shall mean the Employment Agreement, as modified hereby.
5. Execution in Counterparts. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall

constitute one and the same instrument. Signatures delivered via facsimile or electronic file shall be the same as original signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first set forth above.

UNITED CONTINENTAL HOLDINGS, INC.

/s/ Brett J. Hart
 By: Brett J. Hart
 Its: Executive Vice President and General Counsel

UNITED AIRLINES, INC.

/s/ Brett J. Hart
 By: Brett J. Hart
 Its: Executive Vice President and General Counsel

OSCAR MUNOZ

/s/ Oscar Munoz
 By: Oscar Munoz
