

January 7, 2005

Mr. Gregory E. Davidowitch, President  
United Master Executive Council  
Association of Flight Attendants-CWA, AFL-CIO  
6250 N. River Road, Suite 4020  
Rosemont, IL 60018

**Re: Early Out Option**

Dear Greg:

This Letter confirms our understanding that within thirty (30) days after ratification of the 2005 – 2010 Flight Attendant Agreement, AFA-CWA and United agree to meet to determine whether there are cost-neutral options for an early out program. If the parties agree that a cost neutral option is feasible, then the Company will implement such program as soon as practicable but not more than ninety (90) days after agreement on a cost neutral option.

Sincerely,

/s/Frank Colosi  
Frank Colosi  
Director Labor Relations  
Onboard Service

**LETTER OF AGREEMENT  
BETWEEN  
UNITED AIR LINES, INC.  
AND  
THE FLIGHT ATTENDANTS  
IN THE SERVICE OF  
UNITED AIR LINES, INC.  
AS REPRESENTED BY  
THE AIR LINE PILOTS ASSOCIATION,  
INTERNATIONAL**

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ECONOMIC STABILIZATION GUIDELINES

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIR LINES, INC. (hereinafter referred to as the “Company”) and the FLIGHT ATTENDANTS in the service of UNITED AIR LINES, INC. as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the “Union”).

W I T N E S S E T H:

WHEREAS, the Company and the Union have entered into this collective bargaining in good faith; therefore:

1. Should the Federal Government institute any form of wage review or controls with reporting requirements, the parties to this Agreement shall meet and consult on the procedure for the preparation of any and all reports to be filed with the government.
2. Should any portion of this collective bargaining agreement be deferred or cutback by action of the Federal Government, the parties shall meet within ten (10) working days and attempt to allocate the monetary equivalent of the disallowed wages and benefits in a manner that would result in government approval. If agreement on reallocation is not reached within

fifteen (15) working days, the parties agree to submit the unresolved matters of reallocation to final and binding arbitration.

- 3. If the monetary equivalent of the deferred or cutback portion of the collective bargaining agreement cannot be reallocated in any manner that would result in governmental approval, the Company will pay the total amount directly attributable to the deferment or cutback to the Flight Attendants if and as soon as legally permissible and the rates deferred or cutback shall be implemented as soon as legally permissible.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 25th day of February, 1976.

WITNESS: FOR UNITED AIR LINES, INC.

/s/ Charles W. Thomson

/s/ Herbert W. Jackson, Sr. /s/ Duane M. Buckmaster  
 Duane M. Buckmaster  
 Senior Vice President  
 Personnel & Industrial Relations

/s/ Patricia A. Roszel

/s/ Gail L. Goodrich

/s/ R. S. Humbert

WITNESS: FOR THE FLIGHT ATTENDANTS  
 AND FLIGHT STEWARDS IN THE  
 SERVICE OF UNITED AIR LINES, INC.

/s/ Susan J. Rohde

/s/ Nancy A. Williams

/s/ Susan J. Bianchi /s/ J. J. O'Donnell  
 J. J. O'Donnell

/s/ V. Diane Robertson /s/ Patricia D. Robertson  
 Patricia D. Robertson