

September 24, 1991

Ms. V. Diane Robertson, President
 UAL/AFA Master Executive Council
 Association of Flight Attendants
 6400 Shafer Court, Suite 740
 Rosemont, IL 60018

Dear Ms. Robertson:

This is to confirm that during discussion leading to the 1987 - 1996 Agreement, the parties agreed that Flight Attendant paychecks will be mailed in accordance with the following procedures:

1. The paychecks will be mailed the day before their due date.
2. The paychecks will be mailed to the Flight Attendant's UG-100 address.
3. Each Flight Attendant may opt once a year, during a designated time period, to have her/his paycheck sent to her/his UG-100 address or to the domicile office for pick-up.
4. The Company will establish a fee amounting to first class postage plus fifteen percent (15)% to cover mailing costs for participating Flight Attendants.

It is understood that this procedure will be implemented on a trial basis. In the event the Company incurs additional administrative costs due to increased requests for stop payments, incorrect addresses, etc., the Company may terminate the procedure, after discussion with the Association.

Sincerely,

/s/ John R. Samolis
 John R. Samolis
 Vice President
 Employee Relations

**LETTER OF AGREEMENT
 BETWEEN
 UNITED AIR LINES, INC.
 AND
 THE FLIGHT ATTENDANTS
 IN THE SERVICE OF
 UNITED AIR LINES, INC.
 AS REPRESENTED BY
 ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

THIS LETTER OF AGREEMENT is made and entered into in accordance with the Railway Labor Act by and between UNITED AIR LINES, INC. (hereinafter referred to as the "Company") and the ASSOCIATION OF FLIGHT ATTENDANTS (hereinafter referred to as "AFA" or the "Association").

WHEREAS during the negotiations between the Company and Association (collectively, the "parties") leading to the Restructuring Agreement, dated May 1, 2003, the parties agreed to implement a Preferential Bidding System (hereinafter referred to as "PBS"),

THEREFORE the parties to this Letter of Agreement hereby agree that the PBS will include the following conditions:

A. Ad Opt or Similar

The Company will use the AD OPT or a similar mutually agreed upon product. The Company may require that any outside vendor be the same for Onboard and Flight Operations PBS systems. The Company will not make any changes to this system unless mutually agreed upon.

B. Contract Modifications

Prior to implementation, the parties will meet and agree on changes to the provisions of the Agreement consistent with the bidding process necessary to implement the PBS system.