UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2017

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from to

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

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

	Title of Each Class	Name of Each Exchange on Which Registered
United Continental Holdings, Inc.	Common Stock, $0.01 par value	New York Stock Exchange
United Airlines, Inc.	None	None

Securities registered pursuant to Section 12(g) of the Act:

United Continental Holdings, Inc.	None
United Airlines, Inc.	None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

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

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act

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

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

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

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

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

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

United Continental Holdings, Inc.	☒
United Airlines, Inc.	☒

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

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

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

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

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

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

The aggregate market value of common stock held by non-affiliates of United Continental Holdings, Inc. was $21,673,390,018 as of June 30, 2017, based on the closing price of $75.25 on the New York Stock Exchange reported for that date. There is no market for United Airlines, Inc. common stock.

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of February 14, 2018.

United Continental Holdings, Inc.	284,700,547 shares of common stock ($0.01 par value)
United Airlines, Inc.	1,000 shares of common stock ($0.01 par value) (100% owned by United Continental Holdings, Inc.)

This combined Form 10-K is separately filed by United Continental Holdings, Inc. and United Airlines, Inc.

OMISSION OF CERTAIN INFORMATION

United Airlines, Inc. meets the conditions set forth in General Instruction I(1)(a) and (b) of Form 10-K and is therefore filing this form with the reduced disclosure format allowed under that General Instruction.

DOCUMENTS INCORPORATED BY REFERENCE

Information required by Items 10, 11, 12 and 13 of Part III of this Form 10-K is incorporated by reference for United Continental Holdings, Inc. from its definitive proxy statement for its 2018 Annual Meeting of Stockholders.

United Continental Holdings, Inc. and Subsidiary Companies
United Airlines, Inc. and Subsidiary Companies

Annual Report on Form 10-K
For the Year Ended December 31, 2017

This Form 10-K contains various "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Forward-looking statements represent our expectations and beliefs concerning future events, based on information available to us on the date of the filing of this Form 10-K, and are subject to various risks and uncertainties. Factors that could cause actual results to differ materially from those referenced in the forward-looking statements are listed in Part I, Item 1A, Risk Factors and in Part II, Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations. We disclaim any intent or obligation to update or revise any of the forward-looking statements, whether in response to new information, unforeseen events, changed circumstances or otherwise, except as required by applicable law.

PART I

ITEM 1. BUSINESS.

Overview

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

UAL was incorporated under the laws of the State of Delaware on December 30, 1968. Our principal executive office is located at 233 South Wacker Drive, Chicago, Illinois 60606 (telephone number (872) 825-4000).

The Company's website is www.united.com. The information contained on or connected to the Company's website is not incorporated by reference into this annual report on Form 10-K and should not be considered part of this or any other report filed with the U.S. Securities and Exchange Commission ("SEC"). Through this website, the Company's filings with the SEC, including annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and all amendments to those reports, as well as our proxy statement for our annual meeting of stockholders, are accessible without charge, as soon as reasonably practicable, after such material is electronically filed with or furnished to the SEC. Such filings are also available on the SEC's website at www.sec.gov.

Operations

The Company transports people and cargo through its mainline and regional operations. With key global aviation rights in North America, Asia-Pacific, Europe, Middle East and Latin America, UAL has the world's most comprehensive global route network. UAL, through United and its regional carriers, operates more than 4,500 flights a day to 338 airports across five continents, with hubs at Newark Liberty International Airport ("Newark"), Chicago O'Hare International Airport ("Chicago O'Hare"), Denver International Airport ("Denver"), George Bush Intercontinental Airport ("Houston Bush"), Los Angeles International Airport ("LAX"), A.B. Won Pat International Airport ("Guam"), San Francisco International Airport ("SFO") and Washington Dulles International Airport ("Washington Dulles").

All of the Company's domestic hubs are located in large business and population centers, contributing to a large amount of "origin and destination" traffic. The hub and spoke system allows us to transport passengers between a large number of destinations with substantially more frequent service than if each route were served directly. The hub system also allows us to add service to a new destination from a large number of cities using only one or a limited number of aircraft. As discussed under *Alliances* below, United is a member of Star Alliance, the world's largest alliance network.

Financial information on the Company's operating revenues by geographic region, as reported to the U.S. Department of Transportation (the "DOT"), can be found in Note 15 to the financial statements included in Part II, Item 8 of this report.

Regional. The Company has contractual relationships with various regional carriers to provide regional aircraft service branded as United Express. These regional operations are an extension of the Company's mainline network. This regional service complements our operations by carrying traffic that connects to our mainline service and allows flights to smaller cities that cannot be provided economically with mainline aircraft. Republic Airlines ("Republic"), Champlain Enterprises, LLC d/b/a CommutAir ("CommutAir"), ExpressJet Airlines ("ExpressJet"), GoJet Airlines ("GoJet"), Mesa Airlines ("Mesa"), SkyWest Airlines ("SkyWest"), Air Wisconsin Airlines ("Air Wisconsin"), and Trans States Airlines ("Trans States") are all regional carriers that operate with capacity contracted to United under capacity purchase agreements ("CPAs"). Under these CPAs, the Company pays the regional carriers contractually agreed fees (carrier costs) for operating these flights plus a variable reimbursement (incentive payment for operational performance) based on agreed performance metrics, subject to annual inflation adjustments. The fees for carrier costs are based on specific rates for various operating expenses of the regional carriers, such as crew expenses, maintenance and aircraft ownership, some of which are multiplied by specific operating statistics (e.g., block hours, departures), while others are fixed monthly amounts. Under these CPAs, the Company is responsible for all fuel costs incurred, as well as landing fees and other costs, which are either passed through by the regional carrier to the Company without any markup or directly incurred by the Company. In return, the regional carriers operate this capacity exclusively for United, on schedules determined by the Company. The Company also determines pricing and revenue management, assumes the inventory and distribution risk for the available seats and permits mileage accrual and redemption for regional flights through its MileagePlus ® loyalty program.

Alliances. United is a member of Star Alliance, a global integrated airline network and the largest and most comprehensive airline alliance in the world. As of January 1, 2018, Star Alliance carriers served 1,300 airports in 191 countries with 18,400 daily departures. Star Alliance members, in addition to United, are Adria Airways, Aegean Airlines, Air Canada, Air China, Air India, Air New Zealand, All Nippon Airways ("ANA"), Asiana Airlines, Austrian Airlines, Avianca, Avianca Brasil, Brussels Airlines, Copa Airlines, Croatia Airlines, EGYPTAIR, Ethiopian Airlines, EVA Air, LOT Polish Airlines, Lufthansa, SAS Scandinavian Airlines, Shenzhen Airlines, Singapore Airlines, South African Airways, SWISS, TAP Air Portugal, THAI Airways International and Turkish Airlines. In May 2017, Star Alliance added Shanghai-based Juneyao Airlines as an additional connecting partner.

United has a variety of bilateral commercial alliance agreements and obligations with Star Alliance members, addressing, among other things, reciprocal earning and redemption of frequent flyer miles, access to airport lounges and, with certain Star Alliance members, codesharing of flight operations (whereby one carrier's selected flights can be marketed under the brand name of another carrier). In addition to the alliance agreements with Star Alliance members, United currently maintains independent marketing alliance agreements with other air carriers, including Aeromar, Aer Lingus, Air Dolomiti, Azul, Cape Air, Eurowings, Great Lakes Airlines, Hawaiian Airlines, and Silver Airways. In addition to the marketing alliance agreements with air partners, United also offers a train-to-plane codeshare and frequent flyer alliance with Amtrak from Newark on select city pairs in the northeastern United States.

United also participates in three passenger joint ventures, one with Air Canada and the Lufthansa Group (which includes Lufthansa and its affiliates Austrian Airlines, Brussels Airlines, Eurowings and SWISS) covering transatlantic routes, one with ANA covering certain transpacific routes and one with Air New Zealand covering certain routes between the United States and New Zealand. These passenger joint ventures enable the participating carriers to integrate the services they provide in the respective regions, capturing revenue synergies and delivering highly competitive flight schedules, fares and services. United has also implemented cargo joint ventures with ANA for transpacific cargo services and continues to implement a cargo joint venture with Lufthansa for transatlantic cargo services. These cargo joint ventures offer expanded and more seamless access to cargo space across the carriers' respective combined networks.

Loyalty Program. United's MileagePlus program builds customer loyalty by offering awards, benefits and services to program participants. Members in this program earn miles for flights on United, United Express, Star Alliance members and certain other airlines that participate in the program. Members can also earn miles by purchasing the goods and services of our network of non-airline partners, such as domestic and international credit card issuers, retail merchants, hotels and car rental companies. Members can redeem miles for free (other than taxes and government imposed fees), discounted or upgraded travel and non-travel awards.

United has an agreement with Chase Bank USA, N.A. ("Chase"), pursuant to which members of United's MileagePlus loyalty program who are residents of the United States can earn miles for making purchases using a MileagePlus credit card issued by Chase. The agreement also provides for joint marketing and other support for the MileagePlus credit card and provides Chase with other benefits such as permission to market to the Company's customer database.

Approximately 5.4 million and 5.2 million MileagePlus flight awards were used on United in 2017 and 2016, respectively. These awards represented 7.5% and 7.7% of United's total revenue passenger miles in 2017 and 2016, respectively. Total miles redeemed for flights on United in 2017, including class-of-service upgrades, represented approximately 85% of the total miles redeemed. In addition, excluding miles redeemed for flights on United, MileagePlus members redeemed miles for approximately 2.3 million other awards in 2017 as compared to 2.0 million in 2016. These awards include United Club memberships, car and hotel awards, merchandise and flights on other air carriers.

Aircraft Fuel. The table below summarizes UAL's aircraft fuel consumption and expense during the last three years.

Year	Gallons Consumed (in millions)	Fuel Expense (in millions)	Average Price Per Gallon	Percentage of Total Operating Expense
2017	3,978	$ 6,913	$ 1.74	20%
2016	3,904	$ 5,813	$ 1.49	18%
2015	3,886	$ 7,522	$ 1.94	23%

Our operational and financial results can be significantly impacted by changes in the price and availability of aircraft fuel. To provide adequate supplies of fuel, the Company routinely enters into purchase contracts that are customarily indexed to market prices for aircraft fuel, and the Company generally has some ability to cover short-term fuel supply and infrastructure disruptions at some major demand locations. The price of aircraft fuel has fluctuated substantially in the past several years. As of December 31, 2017, the Company did not have any outstanding fuel hedging contracts. The Company's current strategy is to not enter into transactions to hedge its fuel consumption, although the Company regularly reviews its strategy based on market conditions and other factors.

Third-Party Business. United generates third-party business revenue that includes frequent flyer award non-air redemptions, maintenance services, catering and ground handling. Third-party business revenue is recorded in Other operating revenue. Expenses associated with third-party business are recorded in Other operating expenses.

Distribution Channels. The Company's airline seat inventory and fares are distributed through the Company's direct channels, traditional travel agencies and on-line travel agencies. The use of the Company's direct sales website, www.united.com, the Company's mobile applications and alternative distribution systems provides the Company with an opportunity to de-commoditize its services, better present its content, make more targeted offerings, better retain its customers, enhance its brand and lower its ticket distribution costs. Agency sales are primarily sold using global distribution systems ("GDS"). United has developed capabilities to sell certain ancillary products through the GDS channel to provide an enhanced buying experience for customers who purchase in that channel. To increase the Company's opportunities to sell its full range of products and services and lower distribution costs, the Company will continue to develop new selling capabilities in third-party channels and expand the capabilities of its website and mobile applications.

Industry Conditions

Domestic Competition. The domestic airline industry is highly competitive and dynamic. The Company's competitors consist primarily of other airlines and, to a certain extent, other forms of transportation. Currently, any U.S. carrier deemed fit by the DOT is largely free to operate scheduled passenger service between any two points within the United States. Competition can be direct, in the form of another carrier flying the exact non-stop route, or indirect, where a carrier serves the same two cities non-stop from an alternative airport in that city or via an itinerary requiring a connection at another airport. Air carriers' cost structures are not uniform and there are numerous factors influencing cost structure. Carriers with lower costs may offer lower fares to passengers, which could have a potential negative impact on the Company's revenues. Decisions on domestic pricing are based on intense competitive pressure exerted on the Company by other U.S. airlines. In order to remain competitive and maintain passenger traffic levels, we often find it necessary to match competitors' discounted fares. Since we compete in a dynamic marketplace, attempts to generate additional revenue through increased fares oftentimes fail.

International Competition. Internationally, the Company competes not only with U.S. airlines, but also with foreign carriers. International competition has increased and may continue to increase in the future as a result of airline mergers and acquisitions, joint ventures, alliances, restructurings, liberalization of aviation bilateral agreements and new or increased service by competitors, including government subsidized competitors from certain Middle East countries. Competition on international routes is subject to varying degrees of governmental regulation. The Company's ability to compete successfully with non-U.S. carriers on international routes depends in part on its ability to generate traffic to and from the entire United States via its integrated domestic route network and its ability to overcome business and operational challenges across its network worldwide. Foreign carriers currently are prohibited by U.S. law from carrying local passengers between two points in the United States and the Company generally experiences comparable restrictions in foreign countries. Separately, "fifth freedom rights" allow the Company to operate between points in two different foreign countries and foreign carriers may also have fifth freedom rights between the U.S. and another foreign country. In the absence of fifth freedom rights, or some other extra-bilateral right to conduct operations between two foreign countries, U.S. carriers are constrained from carrying passengers to points beyond designated international gateway cities. To compensate partially for these structural limitations, U.S. and foreign carriers have entered into alliances, joint ventures and marketing arrangements that enable these carriers to exchange traffic between each other's flights and route networks. See *Alliances,* above, for additional information.

Seasonality. The air travel business is subject to seasonal fluctuations. Historically, demand for air travel is higher in the second and third quarters, driving higher revenues, than in the first and fourth quarters, which are periods of lower travel demand.

Industry Regulation

Domestic Regulation

All carriers engaged in air transportation in the United States are subject to regulation by the DOT. Absent an exemption, no air carrier may provide air transportation of passengers or property without first being issued a DOT certificate of public convenience and necessity. The DOT also grants international route authority, approves international codeshare arrangements and regulates methods of competition. The DOT regulates consumer protection and maintains jurisdiction over advertising, denied boarding compensation, tarmac delays, baggage liability and other areas and may add additional expensive regulatory burdens in the future. The DOT has launched investigations or claimed rulemaking authority to regulate commercial agreements among carriers or between carriers and third parties in a wide variety of contexts.

Airlines are also regulated by the Federal Aviation Administration (the “FAA”), an agency within the DOT, primarily in the areas of flight safety, air carrier operations and aircraft maintenance and airworthiness. The FAA issues air carrier operating certificates and aircraft airworthiness certificates, prescribes maintenance procedures, oversees airport operations, and regulates pilot and other employee training. From time to time, the FAA issues directives that require air carriers to inspect or modify aircraft and other equipment, potentially causing the Company to incur substantial, unplanned expenses. The airline industry is also subject to numerous other federal laws and regulations. The U.S. Department of Homeland Security (“DHS”) has jurisdiction over virtually every aspect of civil aviation security. The Antitrust Division of the U.S. Department of Justice (“DOJ”) has jurisdiction over certain airline competition matters. The U.S. Postal Service has authority over certain aspects of the transportation of mail by airlines. Labor relations in the airline industry are generally governed by the Railway Labor Act (“RLA”), a federal statute. The Company is also subject to investigation inquiries by the DOT, FAA, DOJ, DHS, the U.S. Food and Drug Administration (“FDA”), the U.S. Department of Agriculture (“USDA”) and other U.S. and international regulatory bodies.

Airport Access. Access to landing and take-off rights, or “slots,” at several major U.S. airports served by the Company are, or recently have been, subject to government regulation. Federally-mandated domestic slot restrictions that limit operations and regulate capacity currently apply at three airports: Reagan National Airport in Washington, D.C. (“Reagan National”), John F. Kennedy International Airport and LaGuardia Airport in the New York City metropolitan region (“LaGuardia”). Of these three airports, United currently operates at two: Reagan National and LaGuardia. Additional restrictions on takeoff and landing slots at these and other airports may be implemented in the future and could affect the Company’s rights of ownership and transfer as well as its operations.

Legislation . The airline industry is subject to legislative activity that may have an impact on operations and costs. In 2018, the U.S. Congress will continue to consider legislation to reauthorize the FAA, which encompasses all significant aviation tax and policy-related issues. As with previous reauthorization legislation, the U.S. Congress may consider a range of policy changes that could impact operations and costs. Finally, aviation security continues to be the subject of legislative and regulatory action, requiring changes to the Company’s security processes, potentially increasing the cost of its security procedures and affecting its operations.

Catering Operations . The Company owns and operates catering kitchens at airports in Denver, Cleveland, Newark, Houston, and Honolulu, which prepare ready-to-eat food for United flights, as well as other domestic and international airlines. In addition, the Cleveland flight kitchen produces a small volume of food products for retail sale. These operations are subject to regulation by the FDA and the USDA, as well as other regulatory agencies. The FDA recently began implementing the Federal Food Safety Modernization Act which requires all food manufacturers to implement more stringent preventive controls. As a result, airline catering operations have recently become the focus of enhanced scrutiny by the FDA with inspections and greater enforcement.

International Regulation

International air transportation is subject to extensive government regulation. In connection with the Company’s international services, the Company is regulated by both the U.S. government and the governments of the foreign countries the Company serves. In addition, the availability of international routes to U.S. carriers is regulated by aviation agreements between the U.S. and foreign governments, and in some cases, fares and schedules require the approval of the DOT and/or the relevant foreign governments.

Legislation. Foreign countries are increasingly enacting passenger protection laws, rules and regulations that meet or exceed U.S. requirements. In cases where this activity exceeds U.S. requirements, additional burden and liability may be placed on the Company. Certain countries have regulations requiring passenger compensation and/or enforcement penalties from the Company in addition to changes in operating procedures due to canceled and delayed flights.

Airport Access. Historically, access to foreign markets has been tightly controlled through bilateral agreements between the U.S. and each foreign country involved. These agreements regulate the markets served, the number of carriers allowed to serve each market and the frequency of carriers' flights. Since the early 1990s, the U.S. has pursued a policy of "Open Skies" (meaning all U.S.-flag carriers have access to the destination), under which the U.S. government has negotiated a number of bilateral agreements allowing unrestricted access between U.S. and foreign markets. Currently, there are more than 100 Open Skies agreements in effect. However, even with Open Skies, many of the airports that the Company serves in Europe, Asia and Latin America maintain slot controls. A large number of these slot controls exist due to congestion, environmental and noise protection and reduced capacity due to runway and air traffic control ("ATC") construction work, among other reasons. London Heathrow International Airport, Frankfurt Rhein-Main Airport, Shanghai Pudong International Airport, Beijing Capital International Airport, Sao Paulo Guarulhos International Airport and Tokyo Haneda International Airport are among the most restrictive foreign airports due to slot and capacity limitations.

The Company's ability to serve some foreign markets and expand into certain others is limited by the absence of aviation agreements between the U.S. government and the relevant foreign governments. Shifts in U.S. or foreign government aviation policies may lead to the alteration or termination of air service agreements. Depending on the nature of any such change, the value of the Company's international route authorities and slot rights may be materially enhanced or diminished. Similarly, foreign governments control their airspace and can restrict our ability to overfly their territory, enhancing or diminishing the value of the Company's existing international route authorities and slot rights.

Environmental Regulation

The airline industry is subject to increasingly stringent federal, state, local and international environmental requirements, including those regulating emissions to air, water discharges, safe drinking water and the use and management of hazardous substances and wastes.

Climate Change . There is an increasing global regulatory focus on greenhouse gas ("GHG") emissions and their potential impacts relating to climate change. Initiatives to regulate GHG emissions from aviation had previously been adopted by the European Union ("EU") in 2009, but applicability to flights arriving or departing from airports outside the EU have been postponed several times. In December 2017, the European Parliament voted to extend exemptions for extra-EU flights until December 2023 in order to align the extension date with the completion of the pilot phase of the International Civil Aviation Organization's ("ICAO") Carbon Offsetting and Reduction Scheme for International Aviation ("CORSIA"). CORSIA, which was adopted in October 2016, is intended to create a single global market-based measure to achieve carbon-neutral growth for international aviation after 2020, which will be achieved through airline purchases of carbon offset credits. Certain CORSIA program details remain to be developed and could potentially be affected by political developments in participating countries or the results of the pilot phase of the program, and thus the impact of CORSIA cannot be fully predicted. However, CORSIA is expected to increase operating costs for airlines that operate internationally. In 2016, ICAO also adopted a carbon dioxide ("CO2") emission standard for aircraft. The U.S. Environmental Protection Agency has commenced the procedural steps necessary to adopt its own standard, in consultation with the ICAO. While the precise timing and final form of these various programs and requirements continue to evolve, the Company is taking various actions that are expected to help to reduce its CO2 emissions over time such as fleet renewal, aircraft retrofits and the commercialization of aviation alternative fuels.

Other Regulations . Our operations are subject to a variety of other environmental laws and regulations both in the United States and internationally. These include noise-related restrictions on aircraft types and operating times and state and local air quality initiatives which have, or could in the future, result in curtailments in services, increased operating costs, limits on expansion, or further emission reduction requirements. Certain airports and/or governments, both domestically and internationally, either have or are seeking to establish environmental fees and other requirements applicable to carbon emissions, local air quality pollutants and/or noise. The implementation of state plans to achieve national standards for ozone is expected to result in restrictions on mobile sources such as cars, trucks and airport ground support equipment in some locations.

Certain states may also elect to impose restrictions apart from the revised national standards. Finally, environmental cleanup laws could require the Company to undertake or subject the Company to liability for investigation and remediation costs at certain owned or leased locations or third party disposal locations.

Until applicability of new regulations to our specific operations is better defined and/or until pending regulations are finalized, future costs to comply with such regulations will remain uncertain but are likely to increase our operating costs over time. While we continue to monitor these developments, the precise nature of future requirements and their applicability to the Company are difficult to predict, but the financial impact to the Company and the aviation industry could be significant.

Employees

As of December 31, 2017, UAL, including its subsidiaries, had approximately 89,800 employees. Approximately 80% of the Company's employees were represented by various U.S. labor organizations.

Collective bargaining agreements between the Company and its represented employee groups are negotiated under the RLA. Such agreements typically do not contain an expiration date and instead specify an amendable date, upon which the agreement is considered "open for amendment."

The following table reflects the Company's represented employee groups, the number of employees per represented group, union representation for each of United's employee groups, and the amendable date for each employee group's collective bargaining agreement as of December 31, 2017:

Employee Group	Number of Employees	Union	Agreement Open for Amendment
Flight Attendants	22,676	Association of Flight Attendants (the "AFA")	August 2021
Passenger Service	13,299	International Association of Machinists and Aerospace Workers (the "IAM")	December 2021
Fleet Service	13,187	IAM	December 2021
Pilots	11,492	Air Line Pilots Association, International	January 2019
Technicians and Related & Flight Simulator Technicians	9,535	International Brotherhood of Teamsters (the "IBT")	December 2022
Storekeeper Employees	1,000	IAM	December 2021
Dispatchers	402	Professional Airline Flight Control Association	December 2021
Fleet Tech Instructors	111	IAM	December 2021
Load Planners	71	IAM	December 2021
Security Officers	51	IAM	December 2021
Maintenance Instructors	40	IAM	December 2021

UNITE HERE is attempting to organize United's Catering Operations employees, who are currently unrepresented, and filed an application to do so with the National Mediation Board on January 24, 2018.

ITEM 1A. RISK FACTORS.

The following risk factors should be read carefully when evaluating the Company's business and the forward-looking statements contained in this report and other statements the Company or its representatives make from time to time. Any of the following risks could materially and adversely affect the Company's business, operating results, financial condition and the actual outcome of matters as to which forward-looking statements are made in this report.

Global economic, political and industry conditions constantly change and unfavorable conditions may have a material adverse effect on the Company's business and results of operations.

The Company's business and results of operations are significantly impacted by global economic and industry conditions. The airline industry is highly cyclical, and the level of demand for air travel is correlated to the strength of the U.S. and global economies. The Company is a global business with operations outside of the United States from which it derives significant operating revenues. The Company's international operations are a vital part of its worldwide airline network. Volatile economic, political and market conditions in these international regions may have a negative impact on the Company's operating results and its ability to achieve its business objectives.

Robust demand for the Company's air transportation services depends largely on favorable economic conditions, including the strength of the domestic and foreign economies, low unemployment levels, strong consumer confidence levels and the availability of consumer and business credit. Air transportation is often a discretionary purchase that leisure travelers may limit or eliminate during difficult economic times. In addition, during periods of unfavorable economic conditions, business travelers usually reduce the volume of their travel, either due to cost-saving initiatives or as a result of decreased business activity requiring travel. During such periods, the Company's business and results of operations may be adversely affected due to significant declines in industry passenger demand, particularly with respect to the Company's business and premium cabin travelers, and a reduction in fare levels.

Stagnant or weakening global economic conditions either in the United States or in other geographic regions, and any future volatility in U.S. and global financial and credit markets may have a material adverse effect on the Company's revenues, results of operations and liquidity. If such economic conditions were to disrupt capital markets in the future, the Company may be unable to obtain financing on acceptable terms (or at all) to refinance certain maturing debt and to satisfy future capital commitments.

In June 2016, United Kingdom ("UK") voters voted for the UK to exit the EU. The UK parliament voted in favor of allowing the government to commence negotiations to determine the future terms of the UK's relationship with the EU, including the terms of trade between the UK and the EU and other nations. A process of negotiation is now taking place to determine the future terms of the UK's relationship with the EU. Depending on the outcome of these negotiations, we could face new challenges in our operations, such as instability in global financial and foreign exchange markets, including volatility in the value of the British pound and European euro, additional travel restrictions on passengers traveling between the UK and other EU countries and legal uncertainty and potentially divergent national laws and regulations. These adverse effects in European market conditions could negatively impact the Company's business, results of operations and financial condition.

In addition, significant or volatile changes in exchange rates between the U.S. dollar and other currencies may have a material adverse impact upon the Company's liquidity, revenues, costs and operating results.

The airline industry is highly competitive and susceptible to price discounting and changes in capacity, which could have a material adverse effect on the Company.

The U.S. airline industry is characterized by substantial price competition including from low-cost carriers. The significant market presence of low-cost carriers, which engage in substantial price discounting, may diminish our ability to achieve sustained profitability on domestic and international routes.

Airlines also compete for market share by increasing or decreasing their capacity, including route systems and the number of markets served. Several of the Company's domestic and international competitors have increased their international capacity by including service to some destinations that the Company currently serves, causing overlap in destinations served and therefore increasing competition for those destinations. This increased competition in both domestic and international markets may have a material adverse effect on the Company's results of operations, financial condition or liquidity.

Terrorist attacks or international hostilities, or the fear of terrorist attacks or hostilities, even if not made directly on the airline industry, could negatively affect the Company and the airline industry.

The terrorist attacks on September 11, 2001 involving commercial aircraft severely and adversely impacted the Company's financial condition and results of operations, as well as the prospects for the airline industry. Among the effects experienced from the September 11, 2001 terrorist attacks were substantial flight disruption costs caused by the FAA-imposed temporary grounding of the U.S. airline industry's fleet, significantly increased security costs and associated passenger inconvenience, increased insurance costs, substantially higher ticket refunds and significantly decreased traffic and passenger revenue.

Additional terrorist attacks, even if not made directly on the airline industry, or the fear of or the precautions taken in anticipation of such attacks (including elevated national threat warnings, travel restrictions or selective cancellation or redirection of flights) could materially and adversely affect the Company and the airline industry. Wars and other international hostilities could also have a material adverse impact on the Company's financial condition, liquidity and results of operations. The Company's financial resources may not be sufficient to absorb the adverse effects of any future terrorist attacks or other international hostilities.

Increasing privacy and data security obligations or a significant data breach may adversely affect the Company's business.

The Company is subject to increasing legislative, regulatory and customer focus on privacy issues and data security. Also, a number of the Company's commercial partners, including credit card companies, have imposed data security standards that the Company must meet and these standards continue to evolve. The Company will continue its efforts to meet its privacy and data security obligations; however, it is possible that certain new obligations may be difficult to meet and could increase the Company's costs. Additionally, the Company must manage evolving cybersecurity risks. The loss, disclosure, misappropriation of or access to customers', employees' or business partners' information or the Company's failure to meet its obligations could result in legal claims or proceedings, liability or regulatory penalties. A significant data breach or the Company's failure to meet its obligations may adversely affect the Company's reputation, business, results of operations and financial condition.

The Company relies heavily on technology and automated systems to operate its business and any significant failure or disruption of the technology or these systems could materially harm its business.

The Company depends on automated systems and technology to operate its business, including computerized airline reservation systems, flight operations systems, revenue management systems, accounting systems, telecommunication systems and commercial websites, including www.united.com. United's website and other automated systems must be able to accommodate a high volume of traffic, maintain secure information and deliver important flight and schedule information, as well as process critical financial transactions. These systems could suffer substantial or repeated disruptions due to various events, some of which are beyond the Company's control, including natural disasters, power failures, terrorist attacks, equipment or software failures, computer viruses or cyber security attacks. Substantial or repeated systems failures or disruptions, including failures or disruptions related to the Company's complex integration of systems, could reduce the attractiveness of the Company's services versus those of its competitors, materially impair its ability to market its services and operate its flights, result in the unauthorized release of confidential or otherwise protected information, result in increased costs, lost revenue and the loss or compromise of important data, and may adversely affect the Company's business, results of operations and financial condition.

Current or future litigation and regulatory actions, or failure to comply with the terms of any settlement, order or arrangement relating to these actions, could have a material adverse impact on the Company.

From time to time, we are subject to litigation and other legal and regulatory proceedings relating to our business or investigations or other actions by governmental agencies, including as described in Part I, Item 3, Legal Proceedings, of this report. No assurances can be given that the results of these or new matters will be favorable to us. An adverse resolution of lawsuits, arbitrations, investigations or other proceedings or actions could have a material adverse effect on our financial condition and results of operations, including as a result of non-monetary remedies, and could also result in adverse publicity. Defending ourselves in these matters may be time-consuming, expensive and disruptive to normal business operations and may result in significant expense and a diversion of management's time and attention from the operation of our business, which could impede our ability to achieve our business objectives. Additionally, any amount that we may be required to pay to satisfy a judgment, settlement, fine or penalty may not be covered by insurance. If we fail to comply with the terms contained in any settlement, order or agreement with a governmental authority relating to these matters, we could be subject to criminal or civil penalties, which could have a material adverse impact on the Company. Under our charter and certain indemnification agreements that we have entered into (and may in the future enter into) with our officers, directors and certain third parties, we could be required to indemnify and advance expenses to them in connection with their involvement in certain actions, suits, investigations and other proceedings. There can be no assurance that any of these payments will not be material.

Disruptions to the Company's regional network and United Express flights provided by third-party regional carriers could adversely affect the Company's operations and financial condition.

The Company has contractual relationships with various regional carriers to provide regional aircraft service branded as United Express. These regional operations are an extension of the Company's mainline network and complement the Company's operations by carrying traffic that connects to mainline service and allows flights to smaller cities that cannot be provided economically with mainline aircraft. The Company's business and operations are dependent on its regional flight network, with regional capacity accounting for approximately 11% of the Company's total capacity for the year ended December 31, 2017.

Although the Company has agreements with its regional carriers that include contractually agreed performance metrics, the Company does not control the operations of these carriers. A number of factors may impact the Company's regional network, including weather-related effects and seasonality. In addition, the decrease in qualified pilots driven by federal regulations has adversely impacted and could continue to affect the Company's regional flying. For example, the FAA's expansion of minimum pilot qualification standards, including a requirement that a pilot have at least 1,500 total flight hours, as well as the FAA's revised pilot flight and duty time rules, effective January 2014, have contributed to a smaller supply of pilots available to regional carriers. The decrease in qualified pilots resulting from the regulations as well as factors including a decreased student pilot population and a shrinking U.S. military from which to hire qualified pilots, could adversely impact the Company's operations and financial condition, and also require the Company to reduce regional carrier flying.

If a significant disruption occurs to the Company's regional network or flights or if one or more of the regional carriers with which the Company has relationships is unable to perform their obligations over an extended period of time, there could be a material adverse effect on the Company's business, financial condition and operations.

The Company's business relies extensively on third-party service providers. Failure of these parties to perform as expected, or interruptions in the Company's relationships with these providers or their provision of services to the Company, could have an adverse effect on the Company's financial position and results of operations.

The Company has engaged third-party service providers to perform a large number of functions that are integral to its business, including regional operations, operation of customer service call centers, distribution and sale of airline seat inventory, provision of information technology infrastructure and services, transmitting or uploading of data, provision of aircraft maintenance and repairs, provision of various utilities and performance of aircraft fueling operations, and catering services, among other vital functions and services. The Company does not directly control these third-party service providers, although it does enter into agreements with most of them that define expected service performance. Any of these third-party service providers, however, may materially fail to meet their service performance commitments to the Company, may suffer disruptions to their systems that could impact their services, or the agreements with such providers may be terminated. For example, flight reservations booked by customers and travel agencies via third-party GDSs may be adversely affected by disruptions in the business relationships between the Company and GDS operators. Such disruptions, including a failure to agree upon acceptable contract terms when contracts expire or otherwise become subject to renegotiation, may cause the Company's flight information to be limited or unavailable for display, significantly increase fees for both the Company and GDS users and impair the Company's relationships with its customers and travel agencies. The failure of any of the Company's third-party service providers to perform their service obligations adequately, or other interruptions of services, may reduce the Company's revenues and increase its expenses, prevent the Company from operating its flights and providing other services to its customers or result in adverse publicity or harm to its brand. In addition, the Company's business and financial performance could be materially harmed if its customers believe that its services are unreliable or unsatisfactory.

Orders for new aircraft typically must be placed years in advance of scheduled deliveries, and changes in the Company's route network over time may make aircraft on order less economic for the Company, but any modification or termination of such orders could result in material liability for the Company.

The Company's orders for new aircraft are typically made years in advance of actual delivery of such aircraft, and the financial commitment required for purchases of new aircraft is substantial. At December 31, 2017, the Company had firm commitments to purchase 228 new aircraft from The Boeing Company ("Boeing") and Airbus S.A.S ("Airbus"), as well as related agreements with engine manufacturers, maintenance providers and others. At December 31, 2017, the Company's commitments relating to the acquisition of aircraft and related spare engines, aircraft improvements and other related obligations aggregated to a total of $22.2 billion.

Subsequent to the Company placing an order for new aircraft, the Company's route network may change, such that the aircraft on order become less economic to operate flights in the Company's network. As a result, the Company's preference for a particular aircraft that it has ordered, often years in advance, may be decreased or eliminated. If the Company were to seek to modify or terminate its existing aircraft order commitments, it may be responsible for material obligations to its counterparties arising from any such change. However, the Company expects that any such change that it makes would be in the long-term best economic interest of the Company.

The Company could experience adverse publicity, harm to its brand, reduced travel demand and potential tort liability as a result of an accident, catastrophe, or incident involving its aircraft or its operations, the aircraft or operations of its regional carriers or the aircraft or operations of its codeshare partners, which may result in a material adverse effect on the Company's results of operations or financial position.

An accident, catastrophe, or incident involving an aircraft that the Company operates, or an aircraft that is operated by a codeshare partner or one of the Company's regional carriers, or an incident involving the Company's operations, could have a material adverse effect on the Company if such accident, catastrophe, or incident created a public perception that the Company's operations, or the operations of its codeshare partners or regional carriers, are not safe or reliable, or are less safe or reliable than other airlines. Such public perception could, in turn, result in adverse publicity for the Company, cause harm to the Company's brand and reduce travel demand on the Company's flights, or the flights of its codeshare partners or regional carriers.

In addition, any such accident, catastrophe, or incident could expose the Company to significant tort liability. Although the Company currently maintains liability insurance in amounts and of the type the Company believes to be consistent with industry practice to cover damages arising from any such accident or catastrophe, and the Company's codeshare partners and regional carriers carry similar insurance and generally indemnify the Company for their operations, if the Company's liability exceeds the applicable policy limits or the ability of another carrier to indemnify it, the Company could incur substantial losses from an accident, catastrophe or incident which may result in a material adverse effect on the Company's results of operations or financial position.

If we experience changes in, or are unable to retain, our senior management team or other key employees, our operating results could be adversely affected.

Much of our future success depends on the continued availability of skilled personnel with industry experience and knowledge, including our senior management team and other key employees. If we are unable to attract and retain talented, highly qualified senior management and other key employees, or if we are unable to effectively provide for the succession of senior management, our business may be adversely affected.

High and/or volatile fuel prices or significant disruptions in the supply of aircraft fuel could have a material adverse impact on the Company's strategic plans, operating results, financial position and liquidity.

Aircraft fuel is critical to the Company's operations and is one of its single largest operating expenses. The timely and adequate supply of fuel to meet operational demand depends on the continued availability of reliable fuel supply sources, as well as related service and delivery infrastructure. Although the Company has some ability to cover short-term fuel supply and infrastructure disruptions at some major demand locations, it can neither predict nor guarantee the continued timely availability of aircraft fuel throughout the Company's system. The Company generally sources fuel at prevailing market prices.

Aircraft fuel has historically been the Company's most volatile operating expense due to the highly unpredictable nature of market prices for fuel. Market prices for aircraft fuel have historically fluctuated substantially in short periods of time and continue to be highly volatile due to a dependence on a multitude of unpredictable factors beyond the Company's control. These factors include changes in global crude oil prices, the balance between aircraft fuel supply and demand, natural disasters, prevailing inventory levels and fuel production and transportation infrastructure. Prices of fuel are also impacted by indirect factors that may potentially impact fuel supply or demand balance, such as geopolitical events, economic growth indicators, fiscal/monetary policies, fuel tax policies, environmental concerns and financial investments in energy markets. Both actual changes in these factors, as well as changes in market expectations of these factors can potentially drive rapid changes in fuel price levels in short periods of time.

Given the highly competitive nature of the airline industry, the Company may not be able to increase its fares and fees sufficiently to offset the full impact of increases in fuel prices, especially if these increases are significant, rapid and sustained. Further, any such fare and fee increases may not be sustainable, may reduce the general demand for air travel and may also eventually impact the Company's strategic growth and investment plans for the future. In addition, decreases in fuel prices for an extended period of time may result in increased industry capacity, increased competitive actions for market share and lower fares or surcharges in general. If fuel prices were to then subsequently rise quickly, there may be a lag between the rise in fuel prices and any improvement of the revenue environment.

To protect against increases in the market prices of fuel, the Company may hedge a portion of its future fuel requirements. However, the Company's hedging program may not be successful in mitigating higher fuel costs, and any price protection provided may be limited due to choice of hedging instruments and market conditions, including breakdown of correlation between hedging instrument and market price of aircraft fuel and failure of hedge counterparties. To the extent that the Company decides to hedge a portion of its future fuel requirements and uses hedge contracts that have the potential to create an obligation to pay upon settlement if fuel prices decline significantly, such hedge contracts may limit the Company's ability to benefit fully from lower fuel costs in the future. If fuel prices decline significantly from the levels existing at the time the Company enters into a hedge contract, the Company may be required to post collateral (margin) beyond certain thresholds. There can be no assurance that the Company's hedging arrangements will provide any particular level of protection against rises in fuel prices or that its counterparties will be able to perform under the Company's hedging arrangements.

Additionally, deterioration in the Company’s financial condition could negatively affect its ability to enter into new hedge contracts in the future.

Union disputes, employee strikes or slowdowns, and other labor-related disruptions could adversely affect the Company’s operations and could result in increased costs that impair its financial performance.

United is a highly unionized company. As of December 31, 2017, the Company and its subsidiaries had approximately 89,800 active employees, of whom approximately 80% were represented by various U.S. labor organizations.

There is a risk that unions or individual employees might pursue judicial or arbitral claims arising out of changes implemented as a result of the Company entering into collective bargaining agreements with its represented employee groups. There is also a possibility that employees or unions could engage in job actions such as slowdowns, work-to-rule campaigns, sick-outs or other actions designed to disrupt the Company’s normal operations, in an attempt to pressure the Company in collective bargaining negotiations. Although the RLA makes such actions unlawful until the parties have been lawfully released to self-help, and the Company can seek injunctive relief against premature self-help, such actions can cause significant harm even if ultimately enjoined. In addition, collective bargaining agreements with the Company’s represented employee groups increase the Company’s labor costs, which increase could be material for any applicable reporting period.

An outbreak of a disease or similar public health threat could have a material adverse impact on the Company’s business, financial position and results of operations.

An outbreak of a disease or similar public health threat that affects travel demand, travel behavior, or travel restrictions could have a material adverse impact on the Company’s business, financial condition and results of operations.

Extensive government regulation could increase the Company’s operating costs and restrict its ability to conduct its business.

Airlines are subject to extensive regulatory and legal oversight. Compliance with U.S. and international regulations imposes significant costs and may have adverse effects on the Company. Laws, regulations, taxes and airport rates and charges, both domestically and internationally, have been proposed from time to time that could significantly increase the cost of airline operations or reduce airline revenue.

United provides air transportation under certificates of public convenience and necessity issued by the DOT. If the DOT altered, amended, modified, suspended or revoked these certificates, it could have a material adverse effect on the Company’s business. The FAA regulates the safety of United’s operations. United operates pursuant to an air carrier operating certificate issued by the FAA. In 2014, the FAA’s more stringent pilot flight and duty time requirements under Part 117 of the Federal Aviation Regulations took effect, which has increased costs for all carriers. Additionally, minimum qualifications took effect for air carrier first officers. These regulations will continue to impact the industry and the Company for years to come, as they have caused mainline airlines to hire regional pilots, while simultaneously significantly reducing the pool of new pilots from which regional carriers themselves can hire. Although this is an industry issue, it directly affects the Company and requires it to reduce regional partner flying, as several regional partners have experienced difficulty flying their schedules due to reduced pilot availability. From time to time, the FAA also issues orders, airworthiness directives and other regulations relating to the maintenance and operation of aircraft that require material expenditures or operational restrictions by the Company. These FAA orders and directives could include the temporary grounding of an entire aircraft type if the FAA identifies design, manufacturing, maintenance or other issues requiring immediate corrective action. These FAA directives or requirements could have a material adverse effect on the Company.

In 2018, the U.S. Congress will continue to consider legislation to reauthorize the FAA, which encompasses all significant aviation tax and policy related issues. As with previous reauthorization legislation, the U.S. Congress may consider a range of policy changes that could impact the Company’s operations and costs.

In addition, the Company's operations may be adversely impacted due to the existing antiquated ATC system utilized by the U.S. government. During peak travel periods in certain markets, the current ATC system's inability to handle ATC demand has led to short-term capacity constraints imposed by government agencies and resulted in delays and disruptions of air traffic. In addition, the current system will not be able to effectively handle projected future air traffic growth. Imposition of these ATC constraints on a long-term basis may have a material adverse effect on the Company's operations. Failure to update the ATC system in a timely manner, and the substantial funding requirements of a modernized ATC system that may be imposed on air carriers may have an adverse impact on the Company's financial condition or results of operations.

Access to landing and take-off rights, or "slots," at several major U.S. airports and many foreign airports served by the Company are, or recently have been, subject to government regulation. Certain of the Company's major hubs are among the most congested airports in the United States and have been or could be the subject of regulatory action that might limit the number of flights and/or increase costs of operations at certain times or throughout the day. The FAA may limit the Company's airport access by limiting the number of departure and arrival slots at high density traffic airports, which could affect the Company's ownership and transfer rights, and local airport authorities may have the ability to control access to certain facilities or the cost of access to their facilities, which could have an adverse effect on the Company's business. The FAA historically has taken actions with respect to airlines' slot holdings that airlines have challenged; if the FAA were to take actions that adversely affect the Company's slot holdings, the Company could incur substantial costs to preserve its slots or may lose slots. If slots are eliminated at an airport, or if the number of hours of operation governed by slots is reduced at an airport, the lack of controls on takeoffs and landings could result in greater congestion both at the affected airport or in the regional airspace (e.g., the New York City metropolitan region airspace) and could significantly impact the Company's operations. Further, the Company's operating costs at airports, including the Company's major hubs, may increase significantly because of capital improvements at such airports that the Company may be required to fund, directly or indirectly. Such costs could be imposed by the relevant airport authority without the Company's approval and may have a material adverse effect on the Company's financial condition.

Many aspects of the Company's operations are also subject to increasingly stringent federal, state, local and international laws protecting the environment. Future environmental regulatory developments, such as climate change regulations in the United States and abroad could adversely affect operations and increase operating costs in the airline industry. In addition, there is the potential for additional regulatory actions in regard to the emission of GHGs by the aviation industry. The precise nature of future requirements and their applicability to the Company are difficult to predict, but the financial impact to the Company and the aviation industry would likely be adverse and could be significant.

See Part I, Item 1, Business—Industry Regulation, of this report for additional information on government regulation impacting the Company.

Extensive government regulation on international routes could restrict the Company's ability to conduct its business and have a material adverse effect on the Company's financial position and results of operations.

The ability of carriers to operate flights on international routes between the United States and other countries may be subject to change. Applicable arrangements between the United States and foreign governments may be amended from time to time, government policies with respect to airport operations may be revised, and the availability of appropriate slots or facilities may change. The Company currently operates a number of flights on international routes under government arrangements, regulations or policies that designate the number of carriers permitted to operate on such routes, the capacity of the carriers providing services on such routes, the airports at which carriers may operate international flights, or the number of carriers allowed access to particular airports. Any further limitations, additions or modifications to such arrangements, regulations or policies could have a material adverse effect on the Company's financial position and results of operations. Additionally, a change in law, regulation or policy for any of the Company's international routes, such as Open Skies, could have a material adverse impact on the Company's financial position and results of operations and could result in the impairment of material amounts of related tangible and intangible assets. In addition, competition from revenue-sharing joint ventures and other alliance arrangements by and among other airlines could impair the value of the Company's business and assets on the Open Skies routes. The Company's plans to enter into or expand U.S. antitrust immunized alliances and joint ventures on various international routes are subject to receipt of approvals from applicable U.S. federal authorities and obtaining other applicable foreign government clearances or satisfying the necessary applicable regulatory requirements. There can be no assurance that such approvals and clearances will be granted or will continue in effect upon further regulatory review or that changes in regulatory requirements or standards can be satisfied.

See Part I, Item 1, Business—Industry Regulation, of this report for additional information on government regulation impacting the Company.

The airline industry may undergo further change with respect to alliances and joint ventures or due to consolidations, any of which could have a material adverse effect on the Company.

The Company faces and may continue to face strong competition from other carriers due to the modification of alliances and formation of new joint ventures. Carriers may improve their competitive positions through airline alliances, slot swaps and/or joint ventures. Certain types of airline joint ventures further competition by allowing multiple airlines to coordinate routes, pool revenues and costs, and enjoy other mutual benefits, achieving many of the benefits of consolidation. "Open Skies" agreements, including the agreements between the United States and the EU and between the United States and Japan, may also give rise to better integration opportunities among international carriers. Movement of airlines between current global airline alliances could reduce joint network coverage for members of such alliances while also creating opportunities for joint ventures and bilateral alliances that did not exist before such realignment. There is ongoing speculation that further airline and airline alliance consolidations or reorganizations could occur in the future, especially if new "Open Skies" agreements between Brazil and the United States are fully implemented. The Company routinely engages in analysis and discussions regarding its own strategic position, including current and potential alliances, asset acquisitions and divestitures and may have future discussions with other airlines regarding strategic activities. If other airlines participate in such activities, those airlines may significantly improve their cost structures or revenue generation capabilities, thereby potentially making them stronger competitors of the Company and potentially impairing the Company's ability to realize expected benefits from its own strategic relationships.

Insufficient liquidity may have a material adverse effect on the Company's financial position and business.

The Company has a significant amount of financial leverage from fixed obligations, including aircraft lease and debt financings, leases of airport property and other facilities, and other material cash obligations. In addition, the Company has substantial noncancelable commitments for capital expenditures, including for the acquisition of new aircraft and related spare engines.

Although the Company's cash flows from operations and its available capital, including the proceeds from financing transactions, have been sufficient to meet these obligations and commitments to date, the Company's future liquidity could be negatively affected by the risk factors discussed in this report, including, but not limited to, substantial volatility in the price of fuel, adverse economic conditions, disruptions in the global capital markets and catastrophic external events.

If the Company's liquidity is materially diminished due to the various risk factors noted in this report, or otherwise, the Company might not be able to timely pay its leases and debts or comply with certain operating and financial covenants under its financing and credit card processing agreements or with other material provisions of its contractual obligations. Certain of these covenants require the Company or United, as applicable, to maintain minimum liquidity and/or minimum collateral coverage ratios. The Company's or United's ability to comply with these covenants may be affected by events beyond its control, including the overall industry revenue environment, the level of fuel costs and the appraised value of the collateral.

If the Company does not timely pay its leases and debts or comply with such covenants, a variety of adverse consequences could result. These potential adverse consequences include an increase of required reserves under credit card processing agreements, withholding of credit card sale proceeds by its credit card service providers, loss of undrawn lines of credit, the occurrence of one or more events of default under the relevant agreements, the acceleration of the maturity of debt and/or the exercise of other remedies by its creditors and equipment lessors that could result in a material adverse effect on the Company's financial position and results of operations. The Company cannot provide assurance that it would have sufficient liquidity to repay or refinance such debt if it were accelerated. In addition, an event of default or acceleration of debt under certain of its financing agreements could result in one or more events of default under certain of the Company's other financing agreements due to cross default and cross acceleration provisions.

Furthermore, insufficient liquidity may limit the Company's ability to withstand competitive pressures and downturns in the travel business and the economy in general.

The Company's substantial level of indebtedness and non-investment grade credit rating, as well as market conditions and the availability of assets as collateral for loans or other indebtedness, may make it difficult for the Company to raise additional capital if needed to meet its liquidity needs on acceptable terms, or at all.

See Part II, Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations, of this report for additional information regarding the Company's liquidity.

Increases in insurance costs or reductions in insurance coverage may materially and adversely impact the Company's results of operations and financial condition.

The Company could be exposed to significant liability or loss if its property or operations were to be affected by a natural catastrophe or other event, including aircraft accidents. The Company maintains insurance policies, including, but not limited to, terrorism, aviation hull and liability, workers' compensation and property and business interruption insurance, but we are not fully insured against all potential hazards and risks incident to our business. If the Company is unable to obtain sufficient insurance with acceptable terms or if the coverage obtained is insufficient relative to actual liability or losses that the Company experiences, whether due to insurance market conditions, policy limitations and exclusions or otherwise, its results of operations and financial condition could be materially and adversely affected.

The Company's results of operations fluctuate due to seasonality and other factors associated with the airline industry.

Due to greater demand for air travel during the spring and summer months, revenues in the airline industry in the second and third quarters of the year are generally stronger than revenues in the first and fourth quarters of the year, which are periods of lower travel demand. The Company's results of operations generally reflect this seasonality, but have also been impacted by numerous other factors that are not necessarily seasonal, including, among others, the imposition of excise and similar taxes, extreme or severe weather, ATC congestion, geological events, natural disasters, changes in the competitive environment due to industry consolidation, general economic conditions and other factors. As a result, the Company's quarterly operating results are not necessarily indicative of operating results for an entire year and historical operating results in a quarterly or annual period are not necessarily indicative of future operating results.

The Company may never realize the full value of its intangible assets or its long-lived assets causing it to record impairments that may negatively affect its financial position and results of operations.

In accordance with applicable accounting standards, the Company is required to test its indefinite-lived intangible assets for impairment on an annual basis, or more frequently if conditions indicate that an impairment may have occurred. In addition, the Company is required to test certain of its other assets for impairment if conditions indicate that an impairment may have occurred.

The Company may be required to recognize impairments in the future due to, among other factors, extreme fuel price volatility, tight credit markets, a decline in the fair value of certain tangible or intangible assets, unfavorable trends in historical or forecasted results of operations and cash flows and an uncertain economic environment, as well as other uncertainties. The Company can provide no assurance that a material impairment charge of tangible or intangible assets will not occur in a future period. The value of the Company's aircraft could be impacted in future periods by changes in supply and demand for these aircraft. Such changes in supply and demand for certain aircraft types could result from grounding of aircraft by the Company or other carriers. An impairment charge could have a material adverse effect on the Company's financial position and results of operations.

The Company's ability to use its net operating loss carryforwards to offset future taxable income for U.S. federal income tax purposes may be significantly limited due to various circumstances, including certain possible future transactions involving the sale or issuance of UAL common stock, or if taxable income does not reach sufficient levels.

As of December 31, 2017, UAL reported consolidated federal net operating loss ("NOL") carryforwards of approximately $2.4 billion.

The Company's ability to use its NOL carryforwards may be limited if it experiences an "ownership change" as defined in Section 382 ("Section 382") of the Internal Revenue Code of 1986, as amended (the "Code"). An ownership change generally occurs if certain stockholders increase their aggregate percentage ownership of a corporation's stock by more than 50 percentage points over their lowest percentage ownership at any time during the testing period, which is generally the three-year period preceding any potential ownership change.

There is no assurance that the Company will not experience a future ownership change under Section 382 that may significantly limit or possibly eliminate its ability to use its NOL carryforwards. Potential future transactions involving the sale or issuance of UAL common stock, including the exercise of conversion options under the terms of any convertible debt that UAL may issue in the future, the repurchase of such debt with UAL common stock, any issuance of UAL common stock for cash, and the acquisition or disposition of such stock by a stockholder owning 5% or more of UAL common stock, or a combination of such transactions, may increase the possibility that the Company will experience a future ownership change under Section 382.

Under Section 382, a future ownership change would subject the Company to additional annual limitations that apply to the amount of pre-ownership change NOLs that may be used to offset post-ownership change taxable income. This limitation is generally determined by multiplying the value of a corporation's stock immediately before the ownership change by the applicable long-term tax-exempt rate. Any unused annual limitation may, subject to certain limits, be carried over to later years, and the limitation may, under certain circumstances, be increased by built-in gains in the assets held by such corporation at the time of the ownership change. This limitation could cause the Company's U.S. federal income taxes to be greater, or to be paid earlier, than they otherwise would be, and could cause all or a portion of the Company's NOL carryforwards to expire unused. Similar rules and limitations may apply for state income tax purposes. The Company's ability to use its NOL carryforwards will also depend on the amount of taxable income it generates in future periods. The Company's NOL carryforwards may expire before it can generate sufficient taxable income to use them in full.

The final impacts of the Tax Cuts and Jobs Act could be materially different from our current estimates.

On December 22, 2017, the Tax Cuts and Jobs Act was signed into law (the "Tax Act"). The Tax Act introduced significant changes to the Code. We continue to examine the impact the Tax Act may have on our business. Notwithstanding the reduction in the federal corporate income tax rate as a result of Tax Act, the estimated impact of the new law is based on management's current knowledge and assumptions and recognized impacts could be materially different from current estimates based upon our further analysis of the new law.

Our significant investments in airlines in other parts of the world and the commercial relationships that we have with those carriers may not produce the returns or results we expect.

An important part of our strategy to expand our global network includes making significant investments in airlines in other parts of the world and expanding our commercial relationships with these carriers. In 2015, we made a $100 million investment in Azul Linhas Aéreas Brasileiras S.A. ("Azul") and enhanced our commercial arrangements with Azul. We expect to continue exploring similar non-controlling investments in, and entering into joint ventures, commercial agreements, loan transactions and strategic alliances with, other carriers as part of our global business strategy. These transactions and relationships (including our strategic partnership with, and investment in, Azul) involve significant challenges and risks, including that we may not realize a satisfactory return on our investment, that we may not receive repayment of invested funds, that they may distract management from our operations or that they may not generate the expected revenue synergies. These events could have a material adverse effect on our operating results or financial condition.

In addition, we are dependent on these other carriers for significant aspects of our network in the regions in which they operate. While we work closely with these carriers, we do not have control over their operations or business methods. We may be subject to consequences from any improper behavior of joint venture partners, including for failure to comply with anti-corruption laws such as the U.S. Foreign Corrupt Practices Act. Furthermore, our relationships with these carriers may be subject to the laws and regulations of non-U.S. jurisdictions in which these carriers are located or conduct business. Any political or regulatory change in these jurisdictions that negatively impact or prohibit our arrangements with these carriers could have an adverse effect on our results of operations or financial condition. To the extent that the operations of any of these carriers are disrupted over an extended period of time or their actions subject us to the consequences of failure to comply with laws and regulations, our results of operations may be adversely affected.

ITEM 1B. UNRESOLVED STAFF COMMENTS.

None.

Table of Contents

ITEM 2. PROPERTIES.

Fleet

Including aircraft operated by United's regional carriers, United's fleet consisted of 1,262 aircraft as of December 31, 2017, the details of which are presented in the tables below:

Aircraft Type	Total	Owned	Leased	Seats in Standard Configuration	Average Age (In Years)
Mainline:					
777-300ER	14	14	—	366	0.7
777-200ER	55	40	15	267-269	17.8
777-200	19	19	—	364	20.5
787-9	21	21	—	252	2.1
787-8	12	12	—	219	4.5
767-400ER	16	14	2	242	16.3
767-300ER	35	22	13	183-214	22.5
757-300	21	9	12	213	15.3
757-200	56	50	6	142-169	21.7
737-900ER	136	136	—	179	5.0
737-900	12	8	4	179	16.3
737-800	141	77	64	154-166	13.8
737-700	40	20	20	118-126	18.8
A320-200	99	66	33	150	19.3
A319-100	67	50	17	128	16.7
Total mainline	744	558	186		14.3

Aircraft Type	Capacity Purchase Agreement Total	Owned	Leased	Owned or Leased by Regional Carrier	Regional Carrier Operator and Number of Aircraft	Seats in Standard Configuration
Regional:						
Embraer E175	152	54	—	98	SkyWest: 65 Mesa: 59 Republic: 28	76
Embraer 170	38	—	—	38	Republic: 38	70
CRJ700	65	—	—	65	SkyWest: 20 GoJet: 25 Mesa: 20	70
CRJ200	85	—	—	85	SkyWest: 55 Air Wisconsin: 30	50
Embraer ERJ 145 (XR/LR/ER)	168	29	139	—	ExpressJet: 110 Trans States: 36 CommutAir: 22	50
Q200 (a)	7	—	—	7	CommutAir: 7	37
Embraer ERJ 135 (a)	3	—	3	—	ExpressJet: 3	37
Total regional	518	83	142	293		
Total	1,262	641	328	293		

(a) United exited service of both the Q200 and ERJ 135 aircraft types in January 2018.

In addition to the aircraft presented in the tables above, United owns or leases the following aircraft listed below as of December 31, 2017:

- One owned Boeing 767-200, which is being subleased to another airline;
- 12 owned and three leased Boeing 747s, which are permanently grounded; and
- 11 owned Embraer ERJ 145s, which are temporarily grounded.

Firm Order and Option Aircraft

As of December 31, 2017, United had firm commitments and options to purchase aircraft from Boeing and Airbus presented in the table below:

Aircraft Type	Number of Firm Commitments (a)
Airbus A350	45
Boeing 737 MAX	161
Boeing 777-300ER	4
Boeing 787	18

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

The aircraft listed in the table above are scheduled for delivery from 2018 through 2027. In 2018, United expects to take delivery of 10 Boeing 737 MAX aircraft, seven Boeing 787 aircraft and four Boeing 777-300ER aircraft. To the extent the Company and the aircraft manufacturers with whom the Company has existing orders for new aircraft agree to modify the contracts governing those orders, the amount and timing of the Company's future capital commitments could change. Additionally, the Company has entered into a contract to purchase three used Boeing 767-300ER aircraft from Hawaiian Airlines, Inc. with expected delivery dates in the second half of 2018. See Notes 10 and 13 to the financial statements included in Part II, Item 8 of this report for additional information.

Facilities

United's principal facilities relate to leases of airport facilities, gates, hangar sites, terminal buildings and other facilities in the municipalities it serves. United has major terminal facility leases at SFO, Washington Dulles, Chicago O'Hare, LAX, Denver, Newark, Houston Bush, Cleveland Hopkins International Airport and Guam with expiration dates ranging from 2018 through 2054. Substantially all of these facilities are leased on a net-rental basis, resulting in the Company's responsibility for maintenance, insurance and other facility-related expenses and services.

United also maintains administrative offices, catering, cargo, training facilities, maintenance facilities and other facilities to support operations in the cities served. United also has multiple leases, which expire from 2018 through 2029, for its principal executive office and operations center in downtown Chicago and administrative offices in downtown Houston.

ITEM 3. LEGAL PROCEEDINGS.

On June 30, 2015, UAL received a Civil Investigative Demand ("CID") from the Antitrust Division of the DOJ seeking documents and information from the Company in connection with a DOJ investigation related to statements and decisions about airline capacity. The Company is working with the DOJ and has completed its response to the CID. The Company is not able to predict what action, if any, might be taken in the future by the DOJ or other governmental authorities as a result of the investigation. Beginning on July 1, 2015, subsequent to the announcement of the CID, UAL and United were named as defendants in multiple class action lawsuits that asserted claims under the Sherman Antitrust Act, which have been consolidated in the United States District Court for the District of Columbia. The complaints generally allege collusion among U.S. airlines on capacity impacting airfares and seek treble damages. The Company intends to vigorously defend against the class action lawsuits.

On October 13, 2015, United received a CID from the Civil Division of the DOJ. The CID requested documents and oral testimony from United in connection with an industry-wide DOJ investigation related to delivery scan and other data purportedly required for payment for the carriage of mail under United's International Commercial Air Contracts with the U.S. Postal Service. The Company has been responding to the DOJ's request and cooperating in the investigation since that time. On November 8, 2016, the DOJ Criminal Division met with representatives from the Company and advised they are conducting an industry-wide investigation into the same matter. The Company is also cooperating with the government in this aspect of their investigation and, on December 21, 2016, representatives from the Company met with both the Civil and Criminal Divisions to provide additional information. The Company cannot predict what action, if any, might be taken in the future by the DOJ or other governmental authorities as a result of these investigations.

Other Legal Proceedings

The Company is involved in various other claims and legal actions involving passengers, customers, suppliers, employees and government agencies arising in the ordinary course of business. Additionally, from time to time, the Company becomes aware of potential non-compliance with applicable environmental regulations, which have either been identified by the Company (through internal compliance programs such as its environmental compliance audits) or through notice from a governmental entity. In some instances, these matters could potentially become the subject of an administrative or judicial proceeding and could potentially involve monetary sanctions. After considering a number of factors, including (but not limited to) the views of legal counsel, the nature of contingencies to which the Company is subject and prior experience, management believes that the ultimate disposition of these other claims and legal actions will not materially affect its consolidated financial position or results of operations. However, the ultimate resolutions of these matters are inherently unpredictable. As such, the Company's financial condition and results of operations could be adversely affected in any particular period by the unfavorable resolution of one or more of these matters.

ITEM 4. MINE SAFETY DISCLOSURES.

Not applicable.

Table of Contents

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES.

UAL's common stock is listed on the New York Stock Exchange ("NYSE") under the symbol "UAL." The following table sets forth the ranges of high and low sales prices per share of UAL common stock during the last two fiscal years, as reported by the NYSE:

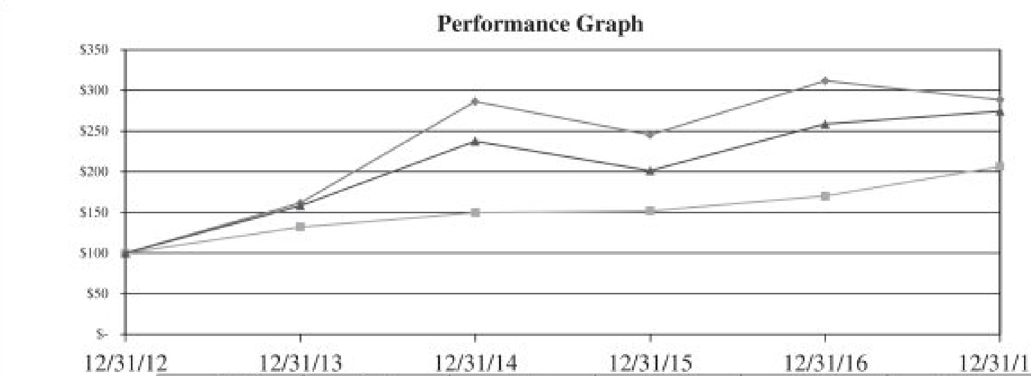
	UAL			
	2017		2016	
	High	Low	High	Low
1st quarter	$ 76.75	$ 64.16	$ 61.41	$ 42.17
2nd quarter	83.04	67.55	58.90	37.41
3rd quarter	81.39	57.34	54.53	37.64
4th quarter	69.62	56.51	76.80	51.34

As of February 14, 2018, there were 7,534 holders of record of UAL common stock.

UAL did not pay any dividends in 2017 or 2016. Under debt agreements and certain indentures, UAL's ability to pay dividends on or repurchase UAL's common stock is subject to limits on the amount of such payments and to certain conditions, including that no default or event of default exists under those instruments and that after giving effect to the making of any such payments, UAL would be in compliance with a minimum fixed charge coverage ratio. Any future determination regarding dividend or distribution payments will be at the discretion of the UAL Board of Directors, subject to the foregoing limits and applicable limitations under Delaware law.

United paid dividends of $1.8 billion and $2.6 billion to UAL in 2017 and 2016, respectively.

The following graph shows the cumulative total stockholder return for UAL's common stock during the period from December 31, 2012 to December 31, 2017. The graph also shows the cumulative returns of the Standard and Poor's 500 Index ("SPX") and the NYSE Arca Airline Index ("XAL") of 15 investor-owned airlines over the same five-year period. The comparison assumes $100 was invested on December 31, 2012 in UAL common stock, the SPX and the XAL.



	12/31/12	12/31/13	12/31/14	12/31/15	12/31/16	12/31/17
UAL Corporation	$100.00	$161.80	$286.10	$245.08	$311.72	$288.28
SPX	100.00	132.06	149.90	151.96	169.83	206.51
XAL	100.00	158.33	237.59	201.52	258.62	274.47

Note: The stock price performance shown in the graph above should not be considered indicative of potential future stock price performance. The foregoing performance graph is being furnished as part of this report solely in accordance with the requirement under Rule 14a-3(b)(9) to furnish our stockholders with such information, and therefore, shall not be deemed to be filed or incorporated by reference into any filings by the Company under the Securities Act or the Exchange Act.

The following table presents repurchases of UAL common stock made in the fourth quarter of 2017:

Period	Total number of shares purchased (a) (b)	Average price paid per share (b) (c)	Total number of shares purchased as part of publicly announced plans or programs (a)	Approximate dollar value of shares that may yet be purchased under the plans or programs (in millions) (a)
October 2017	2,852,917	$ 59.59	2,852,917	$ 383
November 2017	5,342,435	58.93	5,342,435	68
December 2017	1,084,498	63.06	1,084,498	3,000
Total	9,279,850		9,279,850	

(a) In 2017, UAL repurchased approximately 28 million shares of UAL common stock for $1.8 billion, completing its July 2016 repurchase authorization. In December 2017, UAL's Board of Directors authorized a new $3.0 billion share repurchase program to acquire UAL's common stock. As of December 31, 2017, the Company had approximately $3.0 billion remaining to purchase shares under its share repurchase program. UAL may repurchase shares through the open market, privately negotiated transactions, block trades or accelerated share repurchase transactions from time to time in accordance with applicable securities laws.

(b) The table does not include shares withheld from employees to satisfy certain tax obligations due upon the vesting of restricted stock units. The United Continental Holdings, Inc. 2017 Incentive Compensation Plan and the United Continental Holdings, Inc. 2008 Incentive Compensation Plan, provide for the withholding of shares to satisfy tax obligations due upon the vesting of restricted stock units. However, the plans do not specify a maximum number of shares that may be withheld for this purpose. A total of 1,446 shares were withheld under the plans in the fourth quarter of 2017 at an average price of $64.46 per share. These shares of common stock withheld to satisfy tax withholding obligations may be deemed to be "issuer purchases" of shares that are required to be disclosed pursuant to this Item.

(c) Average price paid per share is calculated on a settlement basis and excludes commission.

Table of Contents

ITEM 6. SELECTED FINANCIAL DATA.

UAL's consolidated financial statements and statistical data are provided in the tables below:

	Year Ended December 31,				
	2017	2016	2015	2014	2013
Income Statement Data (in millions, except per share amounts):					
Operating revenue	$ 37,736	$ 36,556	$ 37,864	$ 38,901	$ 38,279
Operating expense	34,238	32,218	32,698	36,528	37,030
Operating income	3,498	4,338	5,166	2,373	1,249
Net income	2,131	2,263	7,340	1,132	571
Basic earnings per share	7.04	6.86	19.52	3.05	1.64
Diluted earnings per share	7.02	6.85	19.47	2.93	1.53
Balance Sheet Data at December 31 (in millions):					
Unrestricted cash, cash equivalents and short-term investments	$ 3,798	$ 4,428	$ 5,196	$ 4,384	$ 5,121
Total assets	42,326	40,140	40,861	36,595	36,021
Debt and capital lease obligations	14,392	11,705	11,759	11,947	12,293

Mainline	Year Ended December 31, 2017	2016	2015	2014	2013
Passengers (thousands) (a)	108,017	101,007	96,327	91,475	91,329
Revenue passenger miles (“RPMs”) (millions) (b)	193,444	186,181	183,642	179,015	178,578
Available seat miles (“ASMs”) (millions) (c)	234,576	224,692	219,989	214,105	213,007
Cargo ton miles (millions)	3,316	2,805	2,614	2,487	2,213
Passenger load factor (d)	82.5%	82.9%	83.5%	83.6%	83.8%
Passenger revenue per available seat mile (“PRASM”) (cents)	11.32	11.31	11.97	12.51	12.20
Total revenue per available seat mile (cents)	13.51	13.50	14.19	14.81	14.51
Average yield per revenue passenger mile (“Yield”) (cents) (e)	13.73	13.65	14.34	14.96	14.56
Cost per available seat mile (“CASM”) (cents)	12.59	12.22	12.42	14.03	14.31
Average price per gallon of fuel, including fuel taxes	$ 1.72	$ 1.49	$ 1.96	$ 2.98	$ 3.12
Fuel gallons consumed (millions)	3,357	3,261	3,216	3,183	3,204
Average stage length (miles) (f)	1,806	1,859	1,922	1,958	1,934
Average daily utilization of each aircraft (hours) (g)	10:27	10:06	10:24	10:26	10:28
Consolidated					
Passengers (thousands) (a)	148,067	143,177	140,369	138,029	139,209
RPMs (millions) (b)	216,261	210,309	208,611	205,559	205,167
ASMs (millions) (c)	262,386	253,590	250,003	246,021	245,354
Passenger load factor (d)	82.4%	82.9%	83.4%	83.6%	83.6%
PRASM (cents)	12.35	12.40	13.11	13.72	13.50
Total revenue per available seat mile (cents)	14.38	14.42	15.15	15.81	15.60
Yield (cents) (e)	14.98	14.96	15.72	16.42	16.14
CASM (cents)	13.05	12.70	13.08	14.85	15.09
Average price per gallon of fuel, including fuel taxes	$ 1.74	$ 1.49	$ 1.94	$ 2.99	$ 3.13
Fuel gallons consumed (millions)	3,978	3,904	3,886	3,905	3,947
Average stage length (miles) (f)	1,460	1,473	1,487	1,480	1,445

(a) The number of revenue passengers measured by each flight segment flown.
(b) The number of scheduled miles flown by revenue passengers.
(c) The number of seats available for passengers multiplied by the number of scheduled miles those seats are flown.
(d) RPM divided by ASM.
(e) The average passenger revenue received for each revenue passenger mile flown.
(f) Average stage length equals the average distance a flight travels weighted for size of aircraft.
(g) The average number of hours per day that an aircraft flown in revenue service is operated (from gate departure to gate arrival).

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

Overview

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

2017 Financial Highlights

- 2017 net income was $2.1 billion, or $7.02 diluted earnings per share.
- United's consolidated PRASM decreased 0.4% in 2017 compared to 2016.
- Aircraft fuel cost increased 18.9% year-over-year due mainly to higher fuel prices.
- In 2017, UAL repurchased approximately 28 million shares of UAL common stock for $1.8 billion, completing the $2.0 billion share repurchase program authorized by UAL's Board of Directors in July 2016. In December 2017, UAL's Board of Directors authorized a new $3.0 billion share repurchase program to acquire UAL's common stock. As of December 31, 2017, the Company had approximately $3.0 billion remaining to purchase shares under its share repurchase program.
- UAL ended the year with $5.8 billion in unrestricted liquidity, which consisted of unrestricted cash, cash equivalents, short-term investments and available capacity under the revolving credit facility.

2017 Operational Highlights

- Consolidated RPMs for 2017 increased 2.8% as compared to 2016, and consolidated ASMs increased 3.5% from the prior year, resulting in a consolidated load factor of 82.4% in 2017 versus 82.9% in 2016.
- For 2017 and 2016, the Company recorded a DOT on-time arrival rate of 81.9% and 81.3%, respectively, and a system completion factor of 99.0% for each year.
- During 2017, the Company took delivery of three new Boeing 787-9s, four new Boeing 737-800s, 12 new Boeing 777-300ERs, 24 new Embraer E175s, two used Airbus A320s and six used Airbus A319s and retired 20 Boeing 747-400s.

Outlook

Set forth below is a discussion of the principal matters that we believe could impact our financial and operating performance and cause our results of operations in future periods to differ materially from our historical operating results and/or from our anticipated results of operations described in the forward-looking statements in this report. See Part I, Item 1A., Risk Factors, of this report and the factors described under "Forward-Looking Information" below for additional discussion of these and other factors that could affect us.

In 2017, the Company had its best operational performance in its post-merger history. Operational reliability, service and experience underpin the Company's long-term strategy. Our priorities for 2018 are continued top-tier operational reliability while strengthening our domestic network through growth, driving efficiency and productivity and continued investment in our employees, product and technology.

Economic Conditions. The aviation industry in 2018 is expected to show continued growth in the demand for air travel. Passenger numbers are expected to increase. Cargo volumes are also expected to grow, with some recovery in yields. Passenger revenue in all regions are expected to demonstrate improved performance in 2018.

Capacity. In 2018, the Company expects its consolidated ASMs to grow between 4% and 6% year-over-year. Most of this growth will be concentrated in our domestic network, especially in our mid-continent hubs. We believe greater scale and connectivity at our hubs reinforces our relevance and value proposition to our customers. Rebanking at our hubs is expected to drive significant additional connection opportunities. We will also expand flights in non-peak times of the year to more efficiently use our aircraft and facilities with the objective of driving an increase in profitability.

Fuel. The Company's average aircraft fuel price per gallon including related taxes was $1.74 in 2017 as compared to $1.49 in 2016. The price of jet fuel has increased since January 2016 and remains volatile. Based on projected fuel consumption in 2018, a one dollar change in the price of a barrel of crude oil would change the Company's annual fuel expense by approximately $96 million.

Results of Operations

In this section, we compare results of operations for the year ended December 31, 2017 with results of operations for the year ended December 31, 2016, and results of operations for the year ended December 31, 2016 with results of operations for the year ended December 31, 2015.

2017 compared to 2016

Operating Revenue

The table below illustrates the year-over-year percentage change in the Company's operating revenues for the years ended December 31 (in millions, except percentage changes):

	2017	2016	Increase (Decrease)	% Change
Passenger—Mainline	$26,552	$25,414	$ 1,138	4.5
Passenger—Regional	5,852	6,043	(191)	(3.2)
Total passenger revenue	32,404	31,457	947	3.0
Cargo	1,035	876	159	18.2
Other operating revenue	4,297	4,223	74	1.8
Total operating revenue	$37,736	$36,556	$ 1,180	3.2

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

	Increase (decrease) from 2016 (a):						
	Domestic	Atlantic	Pacific	Latin	Total Consolidated	Mainline	Regional
Passenger revenue (in millions)	$ 809	$ 103	$ (128)	$ 163	$ 947	$ 1,138	$ (191)
Passenger revenue	4.2 %	1.9%	(3.1)%	5.8%	3.0 %	4.5 %	(3.2)%
Average fare per passenger	0.1 %	1.4%	— %	4.1%	(0.4)%	(2.3)%	2.0 %
Yield	(0.4)%	0.9%	(2.2)%	4.1%	0.1 %	0.6 %	2.4 %
PRASM	(0.6)%	1.5%	(5.8)%	3.3%	(0.4)%	0.1 %	0.6 %
Passengers	4.2 %	0.5%	(3.1)%	1.7%	3.4 %	6.9 %	(5.0)%
RPMs (traffic)	4.7 %	0.9%	(0.9)%	1.6%	2.8 %	3.9 %	(5.4)%
ASMs (capacity)	4.9 %	0.4%	2.9 %	2.4%	3.5 %	4.4 %	(3.8)%
Passenger load factor (points)	(0.2)	0.4	(3.0)	(0.7)	(0.5)	(0.4)	(1.5)

(a) See Part II, Item 6, Selected Financial Data, of this report for the definition of these statistics.

Consolidated passenger revenue increased $0.9 billion, or 3.0%, in 2017 as compared to 2016 primarily due to a 2.8% increase in traffic. Consolidated PRASM decreased 0.4% in 2017 as compared to 2016. The decline in PRASM was driven by factors including more aggressive low-cost carrier pricing in our hub markets, temporary share loss during roll-out of our Basic Economy pricing, and softer demand in China and Guam. Our revenue in 2017 was negatively impacted by severe storms during the third quarter.

Cargo revenue increased $159 million, or 18.2%, in 2017 as compared to 2016 due to higher year-over-year international freight volume and yield.

Operating Expense

The table below includes data related to the Company's operating expense for the years ended December 31 (in millions, except percentage changes):

	2017	2016	Increase (Decrease)	% Change
Salaries and related costs	$ 11,045	$ 10,275	$ 770	7.5
Aircraft fuel	6,913	5,813	1,100	18.9
Landing fees and other rent	2,240	2,165	75	3.5
Regional capacity purchase	2,232	2,197	35	1.6
Depreciation and amortization	2,149	1,977	172	8.7
Aircraft maintenance materials and outside repairs	1,856	1,749	107	6.1
Distribution expenses	1,349	1,303	46	3.5
Aircraft rent	621	680	(59)	(8.7)
Special charges	176	638	(462)	NM
Other operating expenses	5,657	5,421	236	4.4
Total operating expenses	$34,238	$32,218	$ 2,020	6.3

Salaries and related costs increased $770 million, or 7.5%, in 2017 as compared to 2016 primarily due to higher pay rates and benefit expenses driven by collective bargaining agreements finalized in 2016, and a 2.5% increase in average full-time equivalent employees, partially offset by a decrease in profit sharing and other employee incentives.

Aircraft fuel expense increased $1.1 billion, or 18.9%, primarily due to increased fuel prices and a 3.5% increase in capacity. The table below presents the significant changes in aircraft fuel cost per gallon for the years ended December 31 (in millions, except percentage changes):

	(In millions)			Average price per gallon		
	2017	2016	% Change	2017	2016	% Change
Total aircraft fuel purchase cost excluding fuel hedge impacts	$ 6,911	$ 5,596	23.5	$ 1.74	$ 1.43	21.7
Hedge losses reported in fuel expense	2	217	NM	—	0.06	NM
Fuel expense	6,913	5,813	18.9	1.74	1.49	16.8
Total fuel consumption (gallons)	3,978	3,904	1.9			

Landing fees and other rent increased $75 million, or 3.5%, in 2017 as compared to the year-ago period due to higher rental and landing fee rates.

Regional capacity purchase costs increased $35 million, or 1.6%, in 2017 as compared to the year-ago period despite regional capacity being down 3.8% in 2017 as compared to 2016 due to increases in annual rates, maintenance cycle-related costs and lease return costs.

Depreciation and amortization increased $172 million, or 8.7%, in 2017 as compared to 2016 primarily due to additions of new and used aircraft, aircraft improvements and increases in information technology infrastructure and application development projects.

Aircraft maintenance materials and outside repairs increased $107 million, or 6.1%, in 2017 as compared to 2016 primarily due to an increase in airframe and engine maintenance visits and additional repairs to wireless and inflight entertainment equipment.

Aircraft rent decreased $59 million, or 8.7%, in 2017 as compared to 2016 primarily due to the purchase of leased aircraft and lower lease renewal rates.

The table below presents special charges incurred by the Company during the years ended December 31 (in millions):

	2017	2016
Severance and benefit costs	$116	$ 37
Impairment of assets	25	412
Cleveland airport lease restructuring	—	74
Labor agreement costs	—	64
(Gains) losses on sale of assets and other special charges	35	51
Total special charges	$176	$638

See Note 14 to the financial statements included in Part II, Item 8 of this report for additional information.

Other operating expenses increased $236 million, or 4.4%, in 2017 as compared to 2016 primarily due to increased costs in food, marketing and technology associated with the Company’s enhanced customer experience initiatives, and due to volume-driven increases in cargo trucking and handling costs.

Nonoperating Income (Expense)

The following table illustrates the year-over-year dollar and percentage changes in the Company's nonoperating income (expense) for the years ended December 31 (in millions, except percentage changes):

	2017	2016	Increase (Decrease)	% Change
Interest expense	$(643)	$(614)	$ 29	4.7
Interest capitalized	84	72	12	16.7
Interest income	57	42	15	35.7
Miscellaneous, net	3	(19)	(22)	NM
Total nonoperating expense, net	$(499)	$(519)	$ (20)	(3.9)

2016 compared to 2015

Operating Revenue

The table below illustrates the year-over-year percentage change in the Company's operating revenues for the years ended December 31 (in millions, except percentage changes):

	2016	2015	Increase (Decrease)	% Change
Passenger—Mainline	$25,414	$26,333	$ (919)	(3.5)
Passenger—Regional	6,043	6,452	(409)	(6.3)
Total passenger revenue	31,457	32,785	(1,328)	(4.1)
Cargo	876	937	(61)	(6.5)
Other operating revenue	4,223	4,142	81	2.0
Total operating revenue	$36,556	$37,864	$ (1,308)	(3.5)

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

	Increase (decrease) in 2016 from 2015 (a):						
	Domestic	Atlantic	Pacific	Latin	Total Consolidated	Mainline	Regional
Passenger revenue (in millions)	$ (523)	$ (512)	$ (215)	$ (78)	$ (1,328)	$ (919)	$ (409)
Passenger revenue	(2.7)%	(8.6)%	(4.9)%	(2.7)%	(4.1)%	(3.5)%	(6.3)%
Average fare per passenger	(4.7)%	(5.2)%	(5.6)%	(7.9)%	(5.9)%	(8.0)%	(2.2)%
Yield	(3.8)%	(4.6)%	(7.4)%	(7.7)%	(4.8)%	(4.8)%	(3.1)%
PRASM	(4.2)%	(8.4)%	(6.7)%	(5.5)%	(5.4)%	(5.5)%	(2.7)%
Passengers	2.1 %	(3.7)%	0.7 %	5.7 %	2.0 %	4.9 %	(4.3)%
RPMs (traffic)	1.1 %	(4.3)%	2.7 %	5.4 %	0.8 %	1.4 %	(3.4)%
ASMs (capacity)	1.6 %	(0.2)%	2.0 %	2.9 %	1.4 %	2.1 %	(3.7)%
Passenger load factor (points)	(0.3)	(3.3)	0.6	2.0	(0.5)	(0.6)	0.3

(a) See Part II, Item 6, Selected Financial Data, of this report for the definition of these statistics.

Consolidated passenger revenue decreased $1.3 billion, or 4.1%, in 2016 as compared to 2015. Consolidated PRASM decreased 5.4% in 2016 as compared to 2015. The decline in PRASM was driven by factors including a competitive domestic fare environment, lower surcharges, a strong U.S. dollar and reductions from energy-related corporate travel.

Cargo revenue decreased $61 million, or 6.5%, in 2016 as compared to 2015 due to lower freight yields and lower mail volumes year-over-year, partially offset by an increase in freight volumes. Freight yields were negatively impacted as air freighter competitors increased capacity in response to lower fuel prices. Another contributing factor to the year-over-year decrease was a U.S. West Coast port labor dispute that resulted in an increase in air freight results in the first quarter of 2015. The labor dispute was resolved during the first quarter of 2015.

Operating Expense

The table below includes data related to the Company's operating expense for the years ended December 31 (in millions, except percentage changes):

	2016	2015	Increase (Decrease)	% Change
Salaries and related costs	$10,275	$ 9,713	$ 562	5.8
Aircraft fuel	5,813	7,522	(1,709)	(22.7)
Regional capacity purchase	2,197	2,290	(93)	(4.1)
Landing fees and other rent	2,165	2,203	(38)	(1.7)
Depreciation and amortization	1,977	1,819	158	8.7
Aircraft maintenance materials and outside repairs	1,749	1,651	98	5.9
Distribution expenses	1,303	1,342	(39)	(2.9)
Aircraft rent	680	754	(74)	(9.8)
Special charges	638	326	312	NM
Other operating expenses	5,421	5,078	343	6.8
Total operating expenses	$32,218	$32,698	$ (480)	(1.5)

Salaries and related costs increased $562 million, or 5.8%, in 2016 as compared to 2015 primarily due to higher pay rates and benefit expenses driven by new and extended collective bargaining agreements, an increase in employee incentive expenses due to improvements in operational performance and a 2.2% increase in average full-time equivalent employees, partially offset by a reduction in profit sharing expense in 2016 as compared to 2015, a reduction in medical and dental costs and the results of certain costs savings initiatives in 2016.

The decrease in aircraft fuel expense was primarily attributable to decreased fuel prices and a reduction in fuel hedge losses, partially offset by the impact of a 1.4% increase in capacity. 2016 fuel expense includes the benefit of a $20 million fuel tax refund. The table below presents the significant changes in aircraft fuel cost per gallon for the years ended December 31 (in millions, except percentage changes):

	(In millions)			Average price per gallon		
	2016	2015	% Change	2016	2015	% Change
Total aircraft fuel purchase cost excluding fuel hedge impacts	$ 5,596	$ 6,918	(19.1)	$ 1.43	$ 1.78	(19.7)
Hedge losses reported in fuel expense	217	604	NM	0.06	0.16	NM
Fuel expense	5,813	7,522	(22.7)	1.49	1.94	(23.2)
Total fuel consumption (gallons)	3,904	3,886	0.5			

Depreciation and amortization increased $158 million, or 8.7%, in 2016 as compared to 2015 primarily due to additions of new aircraft, conversions of operating leases to capital leases, aircraft improvements, accelerated depreciation of certain assets related to several fleet types and increases in information technology assets.

Aircraft maintenance materials and outside repairs increased $98 million, or 5.9%, in 2016 as compared to 2015 primarily due to a year-over-year increase in airframe maintenance visits as a result of the cyclical timing of these visits and volume-driven increases in component costs, partially offset by a reduction in costs due to the timing of maintenance on certain engines.

Aircraft rent decreased $74 million, or 9.8%, in 2016 as compared to 2015 primarily due to lease expirations, the purchase or capital lease conversion of several operating leased aircraft and lower lease renewal rates for certain aircraft.

The table below presents special charges incurred by the Company during the years ended December 31 (in millions):

	2016	2015
Impairment of assets	$412	$ 79
Cleveland airport lease restructuring	74	—
Labor agreement costs	64	18
Severance and benefit costs	37	107
(Gains) losses on sale of assets and other special charges	51	122
Total special charges	$638	$326

See Note 14 to the financial statements included in Part II, Item 8 of this report for additional information.

Other operating expenses increased $343 million, or 6.8%, in 2016 as compared to 2015 primarily due to increases in ground handling costs, food and technology costs associated with the Company’s enhanced customer experience initiatives, rate-driven increases in hotel expenses for crews, increases in marketing expenses related to the 2016 Summer Olympics and volume-driven increases in cargo costs.

Nonoperating Income (Expense)

The following table illustrates the year-over-year dollar and percentage changes in the Company’s nonoperating income (expense) for the years ended December 31 (in millions, except percentage changes):

	2016	2015	Increase (Decrease)	% Change
Interest expense	$(614)	$(669)	$ (55)	(8.2)
Interest capitalized	72	49	23	46.9
Interest income	42	25	17	68.0
Miscellaneous, net	(19)	(352)	(333)	(94.6)
Total nonoperating expense, net	$(519)	$(947)	$ (428)	(45.2)

The decrease in interest expense of $55 million, or 8.2%, in 2016 as compared to 2015 was primarily due to the prepayment of certain debt issuances in 2015 and declining balances of other debt, partially offset by interest expense on debt issued for the acquisition of new aircraft, the conversion of certain operating leases to capital leases and certain constructed airport assets accounted for as capital leases.

In 2015, Miscellaneous, net included losses of $80 million from fuel derivatives not qualifying for hedge accounting. Foreign currency losses were approximately $43 million and $129 million in 2016 and 2015, respectively. Foreign currency results included $8 million and $61 million of foreign exchange losses for 2016 and 2015, respectively, related to the Company’s cash holdings in Venezuela. Miscellaneous, net for 2015 also includes a $134 million special charge related to the write-off of unamortized non-cash debt discounts for the early redemption of the 6% Notes due 2026 (the “2026 Notes”) and the 6% Notes due 2028 (the “2028 Notes”).

Liquidity and Capital Resources

As of December 31, 2017, the Company had $3.8 billion in unrestricted cash, cash equivalents and short-term investments, a decrease of $0.6 billion from December 31, 2016. The Company had its entire commitment capacity of $2.0 billion under the revolving credit facility of the Company's Amended and Restated Credit and Guaranty Agreement, dated as of March 29, 2017 (as amended by the First Amendment to the Amended and Restated Credit and Guaranty Agreement, dated as of November 15, 2017, the "2017 Credit Agreement") available for borrowings as of December 31, 2017. As of December 31, 2017, the Company had $109 million of restricted cash and cash equivalents, which is primarily collateral for letters of credit and collateral associated with obligations for facility leases and workers' compensation. We may be required to post significant additional cash collateral to provide security for obligations. Restricted cash and cash equivalents at December 31, 2016 totaled $124 million.

We have a significant amount of fixed obligations, including debt, aircraft leases and financings, leases of airport property and other facilities and pension funding obligations. At December 31, 2017, the Company had approximately $14.4 billion of debt and capital lease obligations, including $1.7 billion that are due within the next 12 months. In addition, we have substantial noncancelable commitments for capital expenditures, including the acquisition of new aircraft and related spare engines. As of December 31, 2017, our current liabilities exceeded our current assets by approximately $5.6 billion. However, approximately $6.1 billion of our current liabilities are related to our advance ticket sales and frequent flyer deferred revenue, both of which largely represent revenue to be recognized for travel in the near future and not cash outlays. The deficit in working capital does not have an adverse impact to our cash flows, liquidity or operations.

The Company will continue to evaluate opportunities to prepay its debt, including open market repurchases, to reduce its indebtedness and related interest.

For 2018, the Company expects between $3.6 billion and $3.8 billion of gross capital expenditures. See Note 13 to the financial statements included in Part II, Item 8 of this report for additional information on commitments.

As of December 31, 2017, a substantial portion of the Company's assets, principally aircraft, route authorities, airport slots and loyalty program intangible assets, was pledged under various loan and other agreements. We must sustain our profitability and/or access the capital markets to meet our significant long-term debt and capital lease obligations and future commitments for capital expenditures, including the acquisition of aircraft and related spare engines. See Note 10 to the financial statements included in Part II, Item 8 of this report for additional information on assets provided as collateral by the Company.

The following is a discussion of the Company's sources and uses of cash from 2015 through 2017.

Operating Activities

2017 compared to 2016

Cash flow provided by operations for the year ended December 31, 2017 was $3.4 billion compared to $5.5 billion in the same period in 2016, the decrease resulting from lower operating income and reduced cash flows from certain changes in working capital items. Excluding the non-cash impairment of the Newark slots, operating income for 2017 was approximately $1.2 billion lower than 2016. Working capital changes reduced cash flow from operations by an additional $1.2 billion year-over-year in 2017 as compared to 2016. The following were significant working capital items in 2017:

- $0.9 billion decrease in advanced purchase of miles due to increased utilization of pre-purchased miles.
- $0.4 billion increase in prepayments for maintenance contracts.

2016 compared to 2015

Cash flow provided by operations for the year ended December 31, 2016 was $5.5 billion compared to $6.0 billion in the same period in 2015. Working capital changes reduced cash flow from operations by

$0.5 billion year-over-year in 2016 as compared to 2015. The following were significant working capital items in 2016:

- Frequent flyer and advance purchase of miles decreased $0.6 billion due to increased utilization of pre-purchased miles.
- Other assets, including spare parts, increased by $0.3 billion as part of the Company's efforts to improve fleet reliability.
- Accounts payable increased $0.2 billion, driven by the timing of payments.

Investing Activities

2017 compared to 2016

The Company's capital expenditures were $4.0 billion and $3.2 billion in 2017 and 2016, respectively. The Company's capital expenditures for both years were primarily attributable to the purchase of new aircraft, aircraft improvements, facility and fleet-related costs and the purchase of information technology assets.

2016 compared to 2015

The Company's capital expenditures were $3.2 billion and $2.7 billion in 2016 and 2015, respectively. The Company's capital expenditures for both years were primarily attributable to the purchase of aircraft, facility and fleet-related costs and the purchase of information technology assets.

Financing Activities

Significant financing events in 2017 were as follows:

Share Repurchases

The Company used $1.8 billion of cash to purchase approximately 28 million shares of its common stock during 2017, completing its July 2016 repurchase authorization. In December 2017, UAL's Board of Directors authorized a new $3.0 billion share repurchase program to acquire UAL's common stock. As of December 31, 2017, the Company had approximately $3.0 billion remaining to purchase shares under its share repurchase program.

Debt Issuances

During 2017, United received and recorded $1.8 billion of proceeds as debt related to enhanced equipment trust certificate ("EETC") offerings created in 2016 and 2017 to finance the purchase of aircraft.

In 2017, UAL issued, and United guaranteed, (i) $400 million aggregate principal amount of unsecured 4.25% Senior Notes due October 1, 2022, and (ii) $300 million aggregate principal amount of unsecured 5% Senior Notes due February 1, 2024.

In 2017, United and UAL, as borrower and guarantor, respectively, increased the term loan under the 2017 Credit Agreement by approximately $440 million.

During 2017, United borrowed approximately $497 million aggregate principal amount from various financial institutions to finance the purchase of several aircraft delivered in 2017.

Debt and Capital Lease Principal Payments

During the year ended December 31, 2017, the Company made debt and capital lease principal payments of $1.0 billion.

Significant financing events in 2016 were as follows:

Share Repurchases

The Company used $2.6 billion of cash to purchase 50 million shares of its common stock during 2016 under its share repurchase programs.

Debt Issuances

In 2016, United completed two EETC offerings for a total principal amount of $2.0 billion. Of the $2.0 billion, United received and recorded $708 million of proceeds as debt as of December 31, 2016 to finance the purchase of 17 aircraft.

In 2016, United borrowed approximately $369 million aggregate principal amount from various financial institutions to finance the purchase of several aircraft delivered in 2016.

Debt and Capital Lease Principal Payments

During the year ended December 31, 2016, the Company made debt and capital lease principal payments of $1.4 billion.

Significant financing events in 2015 were as follows:

Share Repurchases

The Company used $1.2 billion of cash to purchase 21 million shares of its common stock during 2015 under its share repurchase programs.

Debt Issuances

During 2015, United issued $1.4 billion of debt related to EETC offerings to finance aircraft.

In 2015, United borrowed approximately $590 million aggregate principal amount from various financial institutions to finance the purchase of several aircraft delivered in 2015.

Debt and Capital Lease Principal Payments

During the year ended December 31, 2015, the Company made debt and capital lease principal payments of $2.3 billion, including the following prepayments:

- UAL used cash to repurchase all $321 million par value 2026 Notes.
- UAL used cash to repurchase all $311 million par value 2028 Notes.
- UAL used cash to prepay, at par, $300 million principal amount of its $500 million term loan due September 2021.

For additional information regarding these Liquidity and Capital Resource matters, see Notes 3, 10, 11 and 12 to the financial statements included in Part II, Item 8 of this report. For information regarding non-cash investing and financing activities, see the Company's statements of consolidated cash flows.

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

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

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

These credit ratings are below investment grade levels. Downgrades from these rating levels, among other things, could restrict the availability, or increase the cost, of future financing for the Company.

Other Liquidity Matters

Below is a summary of additional liquidity matters. See the indicated notes to our consolidated financial statements included in Part II, Item 8 of this report for additional details related to these and other matters affecting our liquidity and commitments.

Pension and other postretirement plans	Note 8
Long-term debt and debt covenants	Note 10
Leases and capacity purchase agreements	Note 11
Commitments and contingencies	Note 13

Contractual Obligations. The Company's business is capital intensive, requiring significant amounts of capital to fund the acquisition of assets, particularly aircraft. In the past, the Company has funded the acquisition of aircraft through outright purchase, by issuing debt, by entering into capital or operating leases, or through vendor financings. The Company also often enters into long-term lease commitments with airports to ensure access to terminal, cargo, maintenance and other required facilities.

The table below provides a summary of the Company's material contractual obligations as of December 31, 2017 (in billions):

	2018	2019	2020	2021	2022	After 2022	Total
Long-term debt (a)	$1.6	$1.2	$1.2	$1.2	$1.5	$ 6.9	$13.4
Capital lease obligations—principal portion	0.1	0.1	0.1	0.1	0.1	0.8	1.1
Total debt and capital lease obligations	1.7	1.3	1.3	1.3	1.6	7.7	14.5
Interest on debt and capital lease obligations (b)	0.6	0.5	0.5	0.4	0.4	1.0	3.4
Aircraft operating lease obligations	1.0	0.9	0.6	0.5	0.4	1.5	4.9
Regional CPAs (c)	2.0	1.8	1.6	1.5	1.4	3.2	11.5
Other operating lease obligations	1.2	1.1	1.2	0.9	0.8	6.1	11.3
Postretirement obligations (d)	0.1	0.1	0.1	0.1	0.1	0.6	1.1
Pension obligations (e)	—	—	—	—	0.1	0.7	0.8
Capital purchase obligations (f)	3.2	2.9	2.1	2.4	1.8	9.8	22.2
Total contractual obligations	$9.8	$8.6	$7.4	$7.1	$6.6	$30.6	$69.7

(a) Long-term debt presented in the Company's financial statements is net of $163 million of debt discount, premiums and debt issuance costs which are being amortized over the debt terms. Contractual payments are not net of the debt discount, premiums and debt issuance costs.

(b) Includes interest portion of capital lease obligations of $72 million in 2018, $63 million in 2019, $59 million in 2020, $56 million in 2021, $52 million in 2022 and $391 million thereafter. Interest payments on variable interest rate debt were calculated using London interbank offered rates ("LIBOR") applicable at December 31, 2017.

(c) Represents our estimates of future minimum noncancelable commitments under our CPAs and does not include the portion of the underlying obligations for aircraft and facility rent that is disclosed as part of aircraft and nonaircraft operating leases. Amounts also exclude a portion of United's capital lease obligation recorded for certain of its CPAs. See Note 11 to the financial statements included in Part II, Item 8 of this report for the significant assumptions used to estimate the payments.

(d) Amounts represent postretirement benefit payments, net of subsidy receipts, through 2026. Benefit payments approximate plan contributions as plans are substantially unfunded.

(e) Represents an estimate of the minimum funding requirements as determined by government regulations for United's U.S. pension plans. Amounts are subject to change based on numerous assumptions, including the performance of assets in the plans and bond rates. See *Critical Accounting Policies* , below, for a discussion of our current year assumptions regarding United's pension plans.

(f) Represents contractual commitments for firm order aircraft, spare engines and other capital purchase commitments. See Note 13 to the financial statements included in Part II, Item 8 of this report for a discussion of our purchase commitments.

Off-Balance Sheet Arrangements. An off-balance sheet arrangement is any transaction, agreement or other contractual arrangement involving an unconsolidated entity under which a company has (1) made guarantees, (2) a retained or a contingent interest in transferred assets, (3) an obligation under derivative instruments classified as equity, or (4) any obligation arising out of a material variable interest in an unconsolidated entity that provides financing, liquidity, market risk or credit risk support, or that engages in leasing, hedging or research and development arrangements. The Company's primary off-balance sheet arrangements include operating leases, which are summarized in the contractual obligations table under *Contractual Obligations,* above, and certain municipal bond obligations, as discussed below.

As of December 31, 2017, United had cash collateralized $75 million of letters of credit. United also had $362 million of surety bonds securing various obligations at December 31, 2017. Most of the letters of credit have evergreen clauses and are expected to be renewed on an annual basis. The surety bonds have expiration dates through 2021.

As of December 31, 2017, United is the guarantor of approximately $1.8 billion in aggregate principal amount of tax-exempt special facilities revenue bonds and interest thereon. These bonds, issued by various airport municipalities, are payable solely from rentals paid under long-term agreements with the respective governing bodies. The leasing arrangements associated with a majority of these obligations are accounted for as operating leases. The leasing arrangements associated with a portion of these obligations are accounted for as capital leases. The annual lease payments for those obligations are included in the contractual obligations table under *Contractual Obligations,* above.

As of December 31, 2017, United is the guarantor of $157 million of aircraft mortgage debt issued by one of United's regional carriers. The aircraft mortgage debt is subject to increased cost provisions and the Company would potentially be responsible for those costs under the guarantees. The increased cost provisions in the $157 million of aircraft mortgage debt are similar to those in certain of the Company's debt agreements. See discussion under *Increased Cost Provisions,* below, for additional information on increased cost provisions related to the Company's debt.

EETCs. As of December 31, 2017, United had $8.6 billion principal amount of equipment notes outstanding issued under EETC financings. Generally, the structure of these EETC financings consists of pass-through trusts created by United to issue pass-through certificates, which represent fractional undivided interests in the respective pass-through trusts and are not obligations of United. The proceeds of the issuance of the pass-through certificates are used to purchase equipment notes which are issued by United and secured by its aircraft. The payment obligations under the equipment notes are those of United. Proceeds received from the sale of pass-through certificates are initially held by a depositary in escrow for the benefit of the certificate holders until United issues equipment notes to the trust, which purchases such notes with a portion of the escrowed funds. These escrowed funds are not guaranteed by United and are not reported as debt on United's consolidated balance sheet because the proceeds held by the depositary are not United's assets.

Increased Cost Provisions. In United's financing transactions that include loans, United typically agrees to reimburse lenders for any reduced returns with respect to the loans due to any change in capital requirements and, in the case of loans in which the interest rate is based on LIBOR, for certain other increased costs that the lenders incur in carrying these loans as a result of any change in law, subject, in most cases, to obligations of the lenders to take certain limited steps to mitigate the requirement for, or the amount of, such increased costs. At December 31, 2017, the Company had $3.4 billion of floating rate debt and $60 million of fixed rate debt, with remaining terms of up to 11 years, that are subject to these increased cost provisions. In several financing transactions involving loans or leases from non-U.S. entities, with remaining terms of up to 11 years and an aggregate balance of $3.3 billion, the Company bears the risk of any change in tax laws that would subject loan or lease payments thereunder to non-U.S. entities to withholding taxes, subject to customary exclusions.

Fuel Consortia. United participates in numerous fuel consortia with other air carriers at major airports to reduce the costs of fuel distribution and storage. Interline agreements govern the rights and responsibilities of the consortia members and provide for the allocation of the overall costs to operate the consortia based on usage. The consortia (and in limited cases, the participating carriers) have entered into long-term agreements to lease certain airport fuel storage and distribution facilities that are typically financed through tax-exempt bonds (either special facilities lease revenue bonds or general airport revenue bonds), issued by various local municipalities. In general, each consortium lease agreement requires the consortium to make lease payments in amounts sufficient to pay the maturing principal and interest payments on the bonds. As of December 31, 2017, approximately $1.5 billion principal amount of such bonds were secured by significant fuel facility leases in which United participates, as to which United and each of the signatory airlines has provided indirect guarantees of the debt. As of December 31, 2017, the Company's contingent exposure was approximately $244 million principal amount of such bonds based on its recent consortia participation. The Company's contingent exposure could increase if the participation of other air carriers decreases. The guarantees will expire when the tax-exempt bonds are paid in full, which ranges from 2022 to 2049. The Company did not record a liability at the time these indirect guarantees were made.

Critical Accounting Policies

Critical accounting policies are defined as those that are affected by significant judgments and uncertainties which potentially could result in materially different accounting under different assumptions and conditions. The Company has prepared the financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP"), which requires management to make estimates and assumptions that affect the reported amounts in the financial statements. Actual results could differ from those estimates under different assumptions or conditions. The Company has identified the following critical accounting policies that impact the preparation of the financial statements.

Revenue Recognition. The Company records passenger ticket sales and tickets sold by other airlines for use on United as passenger revenue when the transportation is provided or upon estimated breakage. The value of unused passenger tickets is included in current liabilities as Advance ticket sales. Tickets sold by other airlines are recorded at the estimated values to be billed to the other airlines. Differences between amounts billed and the actual amounts may be rejected and rebilled or written off if the amount recorded was different from the original estimate. When necessary, the Company records a reserve against its interline billings and payables if historical experience indicates that these amounts are different. Non-refundable tickets generally expire on the date of the intended flight, unless the date is extended by notification from the customer on or before the intended flight date. Basic Economy tickets cannot be extended and refunds are not allowed except for ticket cancellations that are within 24 hours of purchase and one week or more prior to the original scheduled departure flight.

Fees charged in association with changes or extensions to non-refundable tickets are recorded as other revenue at the time the fee is incurred. The fare on the changed ticket, including any additional collection of fare, is deferred and recognized in accordance with our transportation revenue recognition policy at the time the transportation is provided. Change fees related to non-refundable tickets are considered a separate transaction from the air transportation because they represent a charge for the Company's additional service to modify a previous sale. Therefore, the pricing of the change fee and the initial customer order are separately determined and represent distinct earnings processes.

The Company records an estimate of breakage revenue on the flight date for tickets that will expire unused. These estimates are based on the evaluation of actual historical results and forecasted trends. Refundable tickets expire after one year from the date of issuance.

The Financial Accounting Standards Board ("FASB") issued Accounting Standards Update No. 2014-09, *Revenue from Contracts with Customers (Topic 606)* ("Topic 606") . Topic 606 prescribes that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The standard impacts the classification of certain revenue streams and affects the timing of revenue and expense recognition for others. For the Company, the most significant impact of the standard is the reclassification of certain ancillary fees from other operating revenue into passenger revenue on the statement of consolidated operations. For 2016 and 2017, the amount to be reclassified at adoption of the new standard from other operating revenue into passenger revenue under Topic 606 is approximately $2.0 billion and $2.1 billion, respectively. These ancillary fees are directly related to passenger travel, such as ticket change fees and baggage fees, and will no longer be considered distinct performance obligations separate from the passenger travel component. In addition, the ticket change fees, which were previously recognized when received, will be recognized when transportation is provided. On January 1, 2018, we adopted Topic 606 using the full-retrospective approach. See Note 1 to the financial statements included in Part II, Item 8 of this report for additional information on recently issued accounting standards.

Frequent Flyer Accounting. United's MileagePlus program is designed to increase customer loyalty. Program participants earn miles by flying on United and certain other participating airlines. Program participants can also earn miles through purchases from other non-airline partners that participate in United's loyalty program. We sell miles to these partners, which include domestic and international credit card issuers, retail merchants, hotels, car rental companies and our participating airline partners. Miles can be redeemed for free (other than taxes and government imposed fees), discounted or upgraded air travel and non-travel awards. The Company records its obligation for future award redemptions using a deferred revenue model.

When frequent flyers earn miles for flights, the Company recognizes a portion of the ticket sales as revenue when the air transportation occurs and defers a portion of the ticket sale representing the value of the related miles as a multiple-deliverable revenue arrangement. The Company determines the estimated selling price of air transportation and miles as if each element is sold on a separate basis. The total consideration from each ticket sale is then allocated to each of these elements, individually, on a pro rata basis. The miles are recorded in Frequent flyer deferred revenue on the Company's consolidated balance sheet and recognized into revenue when the transportation is provided.

The Company's estimated selling price of miles is based on an equivalent ticket value less fulfillment discount, which incorporates the expected redemption of miles, as the best estimate of selling price for these miles. The equivalent ticket value is based on the prior 12 months' weighted average equivalent ticket value of similar fares as those used to settle award redemptions while taking into consideration such factors as redemption pattern, cabin class, loyalty status and geographic region. The estimated selling price of miles is adjusted by a fulfillment discount that considers a number of factors, including redemption patterns of various customer groups.

United has a significant contract to sell MileagePlus miles to its co-branded credit card partner, Chase. United identified the following significant revenue elements in its Second Amended and Restated Co-Branded Card Marketing Services Agreement (the "Co-Brand Agreement"): the air transportation element represented by the value of the mile (generally resulting from its redemption for future air transportation and whose fair value is described above); use of the United brand and access to MileagePlus member lists; advertising; and other travel related benefits.

The fair value of the elements is determined using management's estimated selling price of each element. The objective of using the estimated selling price based methodology is to determine the price at which we would transact a sale if the product or service were sold on a stand-alone basis. Accordingly, we determine our best estimate of selling price by considering multiple inputs and methods including, but not limited to, discounted cash flows, brand value, volume discounts, published selling prices, number of miles awarded and number of miles redeemed. The Company estimated the selling prices and volumes over the term of the Co-Brand Agreement in order to determine the allocation of proceeds to each of the multiple elements to be delivered. We also evaluate volumes on an annual basis, which may result in a change in the allocation of estimated selling price on a prospective basis.

The Company records passenger revenue related to the air transportation element when the transportation is delivered. The other elements are generally recognized as Other operating revenue when earned.

The Company accounts for miles sold and awarded that will never be redeemed by program members, which we refer to as breakage. The Company reviews its breakage estimates annually based upon the latest available information regarding redemption and expiration patterns. Miles expire after 18 months of member account inactivity. The Company's estimate of the expected expiration of miles requires significant management judgment. Current and future changes to expiration assumptions or to the expiration policy, or to program rules and program redemption opportunities, may result in material changes to the deferred revenue balance as well as recognized revenues from the programs.

The following table summarizes information related to the Company's Frequent flyer deferred revenue liability:

Frequent flyer deferred revenue at December 31, 2017 (in millions)	$ 4,741
Percentage of miles earned expected to expire	18%
Impact of 1% change in outstanding miles or weighted average ticket value on deferred revenue (in millions)	$ 53

Long-Lived Assets. The net book value of operating property and equipment for the Company was $26 billion and $23 billion at December 31, 2017 and 2016, respectively. The assets' recorded value is impacted by a number of accounting policy elections, including the estimation of useful lives and residual values and, when necessary, the recognition of asset impairment charges.

The Company records assets acquired, including aircraft, at acquisition cost. Depreciable life is determined through economic analysis, such as reviewing existing fleet plans, obtaining appraisals and comparing estimated lives to other airlines that operate similar fleets. The Company has generally estimated the lives of those aircraft to be between 25 and 30 years. Residual values are estimated based on historical experience with regard to the sale of both aircraft and spare parts and are established in conjunction with the estimated useful lives of the related fleets. Residual values are based on when the aircraft are acquired and typically reflect asset values that have not reached the end of their physical life. Both depreciable lives and residual values are revised periodically as facts and circumstances arise to recognize changes in the Company's fleet plan and other relevant information. A one-year increase in the average depreciable life of the Company's flight equipment would reduce annual depreciation expense on flight equipment by approximately $76 million.

The Company evaluates the carrying value of long-lived assets and intangible assets subject to amortization whenever events or changes in circumstances indicate that an impairment may exist. For purposes of this testing, the Company has generally identified the aircraft fleet type as the lowest level of identifiable cash flows for purposes of testing aircraft for impairment. An impairment charge is recognized when the asset's carrying value exceeds its net undiscounted future cash flows and its fair market value. The amount of the charge is the difference between the asset's carrying value and fair market value.

See Note 14 to the financial statements included in Part II, Item 8 of this report for additional information.

Indefinite-lived intangible assets. The Company has indefinite-lived intangible assets, including goodwill. Goodwill and indefinite-lived intangible assets are not amortized but are reviewed for impairment on an annual basis as of October 1, or on an interim basis whenever a triggering event occurs. An impairment occurs when the fair value of an intangible asset is less than its carrying value. In 2017, the Hong Kong routes had a fair value cushion that was less than 10% of its carrying value. The value of the routes was negatively impacted by the slowdown of the Hong Kong market coupled with industry oversupply. As a result, this intangible asset is susceptible to impairment risk from adverse changes in this particular market. While management has implemented strategies to address the shifts in supply and demand dynamics, further adverse changes could reduce the underlying cash flows used to estimate fair value and could trigger impairment charges of the Hong Kong routes.

See Note 2 to the financial statements included in Part II, Item 8 of this report for additional information.

Defined Benefit Plan Accounting. We sponsor defined benefit pension plans for eligible employees and retirees. The most critical assumptions impacting our defined benefit pension plan obligations and expenses are the weighted average discount rate and the expected long-term rate of return on the plan assets.

United's pension plans' under-funded status was $1.9 billion at December 31, 2017. Funding requirements for tax-qualified defined benefit pension plans are determined by government regulations. In 2018, we anticipate contributing at least $420 million to our pension plans. The fair value of the plans' assets was $3.9 billion at December 31, 2017.

When calculating pension expense for 2018, the Company assumed that its plans' assets would generate a long-term rate of return of approximately 7.3%. The expected long-term rate of return assumption was developed based on historical experience and input from the trustee managing the plans' assets. The expected long-term rate of return on plan assets is based on a target allocation of assets, which is based on a goal of earning the highest rate of return while maintaining risk at acceptable levels. Our projected long-term rate of return reflects the active management of our plans' assets. The plans strive to have assets sufficiently diversified so that adverse or unexpected results from one security class will not have an unduly detrimental impact on the entire portfolio. Plan fiduciaries regularly review actual asset allocation and the pension plans' investments are periodically rebalanced to the targeted allocation when considered appropriate.

The defined benefit pension plans' assets consist of return generating investments and risk mitigating investments which are held through direct ownership or through interests in common collective trusts. Return generating investments include primarily equity securities, fixed-income securities and alternative investments (e.g. private equity and hedge funds). Risk mitigating investments include primarily U.S. government and investment grade corporate fixed-income securities. The allocation of assets was as follows at December 31, 2017:

	Percent of Total	Expected Long-Term Rate of Return
Equity securities	36 %	9.5 %
Fixed-income securities	37	5.5
Alternatives	16	7.3
Other	11	7.3

Pension expense increases as the expected rate of return on plan assets decreases. Lowering the expected long-term rate of return on plan assets by 50 basis points (from 7.3% to 6.8%) would increase estimated 2018 pension expense by approximately $20 million. Future pension obligations for United's plans were discounted using a weighted average rate of 3.65% at December 31, 2017. The Company selected the discount rate for substantially all of its plans by using a hypothetical portfolio of high quality bonds at December 31, 2017 that would provide the necessary cash flows to match the projected benefit payments. The pension liability and future pension expense both increase as the discount rate is reduced. Lowering the discount rate by 50 basis points (from 3.65% to 3.15%) would increase the pension liability at December 31, 2017 by approximately $651 million and increase the estimated 2018 pension expense by approximately $80 million. Future changes in plan asset returns, plan provisions, assumed discount rates, pension funding law and various other factors related to the participants in our pension plans will impact our future pension expense and liabilities. We cannot predict with certainty what these factors will be in the future.

Actuarial gains or losses are triggered by changes in assumptions or experience that differ from the original assumptions. Under the applicable accounting standards for defined benefit pension plans, those gains and losses are not required to be recognized currently as pension benefit expense, but instead may be deferred as part of accumulated other comprehensive income and amortized into expense over the average remaining service life of the covered active employees. All gains and losses in accumulated other comprehensive income are amortized to expense over the remaining years of service of the covered active employees. At December 31, 2017 and 2016, the Company had unrecognized actuarial losses for pension benefit plans of $1.6 billion and $1.5 billion, respectively, recorded in accumulated other comprehensive income.

Other Postretirement Benefit Plan Accounting. United's postretirement plan provides certain health care benefits, primarily in the United States, to retirees and eligible dependents, as well as certain life insurance benefits to certain retirees reflected as "Other Benefits." United also has retiree medical programs that permit retirees who meet certain age and service requirements to continue medical coverage between retirement and

Medicare eligibility. Eligible employees are required to pay a portion of the costs of their retiree medical benefits, which in some cases may be offset by accumulated unused sick time at the time of their retirement. Plan benefits are subject to co-payments, deductibles and other limits as described in the plans.

The Company accounts for other postretirement benefits by recognizing the difference between plan assets and obligations, or the plan's funded status, in its financial statements. Other postretirement benefit expense is recognized on an accrual basis over employees' approximate service periods and is generally calculated independently of funding decisions or requirements. United has not been required to pre-fund its plan obligations, which has resulted in a significant net obligation, as discussed below. The Company's benefit obligation was $1.7 billion for the other postretirement benefit plans at December 31, 2017 and 2016.

The calculation of other postretirement benefit expense and obligations requires the use of a number of assumptions, including the assumed discount rate for measuring future payment obligations and the health care cost trend rate. The Company determines the appropriate discount rate for each of the plans based on current rates on high quality corporate bonds that would generate the cash flow necessary to pay plan benefits when due. The Company's weighted average discount rate to determine its benefit obligations as of December 31, 2017 was 3.63%, as compared to 4.07% for December 31, 2016. The health care cost trend rate assumed for 2017 was 6.50%, declining to 5.0% in 2023, as compared to assumed trend rate for 2018 of 6.25%, declining to 5.0% in 2023. A 1% increase in assumed health care trend rates would increase the Company's total service and interest cost for the year ended December 31, 2017 by $11 million; whereas, a 1% decrease in assumed health care trend rates would decrease the Company's total service and interest cost for the year ended December 31, 2017 by $8 million. A one percentage point decrease in the weighted average discount rate would increase the Company's postretirement benefit liability by approximately $185 million and increase the estimated 2017 benefits expense by approximately $8 million.

Actuarial gains or losses are triggered by changes in assumptions or experience that differ from the original assumptions and prior service credits result from a retroactive reduction in benefits due under the plans. Under the applicable accounting standards for postretirement welfare benefit plans, actuarial gains and losses and prior service credits are not required to be recognized currently, but instead may be deferred as part of accumulated other comprehensive income and amortized into expense over the average remaining service life of the covered active employees or the average life expectancy of inactive participants. At December 31, 2017 and 2016, the Company had unrecognized actuarial gains for postretirement welfare benefit plans of $301 million and $384 million, respectively, recorded in accumulated other comprehensive income.

Income Taxes. The Tax Act, among other changes, reduces the federal corporate income tax rate to 21% beginning in 2018, requires companies to pay a one-time transition tax on earnings of certain foreign subsidiaries that were previously tax deferred and creates new taxes on certain foreign sourced earnings. As of December 31, 2017, we had not completed our analysis of all aspects of the Tax Act. However, we have made a provisional estimate for its effect on our existing deferred tax balances and the one-time transition tax. We remeasured certain deferred tax assets and liabilities based on the rates at which they are expected to reverse in the future, which is generally 21%. We are still analyzing certain aspects of the Tax Act and refining our calculations, which could potentially affect the measurement of these balances or potentially give rise to new deferred tax amounts.

Forward-Looking Information

Certain statements throughout Part II, Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations, and elsewhere in this report are forward-looking and thus reflect the Company's current expectations and beliefs with respect to certain current and future events and anticipated financial and operating performance. Such forward-looking statements are and will be subject to many risks and uncertainties relating to the Company's operations and business environment that may cause actual results to differ materially from any future results expressed or implied in such forward-looking statements. Words such as "expects," "will," "plans," "anticipates," "indicates," "believes," "estimates," "forecast," "guidance," "outlook," "goals" and similar expressions are intended to identify forward-looking statements.

Additionally, forward-looking statements include statements that do not relate solely to historical facts, such as statements which identify uncertainties or trends, discuss the possible future effects of current known trends or uncertainties, or which indicate that the future effects of known trends or uncertainties cannot be predicted, guaranteed or assured. All forward-looking statements in this report are based upon information available to us on the date of this report. We undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events, changed circumstances or otherwise, except as required by applicable law.

Our actual results could differ materially from these forward-looking statements due to numerous factors including, without limitation, the following: general economic conditions (including interest rates, foreign currency exchange rates, investment or credit market conditions, crude oil prices, costs of aircraft fuel and energy refining capacity in relevant markets); economic and political instability and other risks of doing business globally; demand for travel and the impact that global economic and political conditions have on customer travel patterns; competitive pressures on pricing and on demand; demand for transportation in the markets in which we operate; our capacity decisions and the capacity decisions of our competitors; the effects of any hostilities, act of war or terrorist attack; the effects of any technology failures or cybersecurity breaches; the impact of regulatory, investigative and legal proceedings and legal compliance risks; disruptions to our regional network; the ability of other air carriers with whom we have alliances or partnerships to provide the services contemplated by the respective arrangements with such carriers; costs associated with any modification or termination of our aircraft orders; potential reputational or other impact from adverse events in our operations, the operations of our regional carriers or the operations of our code share partners; our ability to attract and retain customers; our ability to execute our operational plans and revenue-generating initiatives, including optimizing our revenue; our ability to control our costs, including realizing benefits from our resource optimization efforts, cost reduction initiatives and fleet replacement programs; the impact of any management changes; our ability to cost-effectively hedge against increases in the price of aircraft fuel if we decide to do so; any potential realized or unrealized gains or losses related to any fuel or currency hedging programs; labor costs; our ability to maintain satisfactory labor relations and the results of any collective bargaining agreement process with our union groups; any disruptions to operations due to any potential actions by our labor groups; an outbreak of a disease that affects travel demand or travel behavior; U.S. or foreign governmental legislation, regulation and other actions (including Open Skies agreements and environmental regulations); industry consolidation or changes in airline alliances; our ability to comply with the terms of our various financing arrangements; the costs and availability of financing; our ability to maintain adequate liquidity; the costs and availability of aviation and other insurance; weather conditions; our ability to utilize our net operating losses to offset future taxable income; the impact of changes in tax laws; the success of our investments in airlines in other parts of the world; and other risks and uncertainties set forth under Part I, Item 1A., Risk Factors, of this report, as well as other risks and uncertainties set forth from time to time in the reports we file with the SEC.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

Interest Rates. Our net income is affected by fluctuations in interest rates (e.g. interest expense on variable rate debt and interest income earned on short-term investments). The Company’s policy is to manage interest rate risk through a combination of fixed and variable rate debt. The following table summarizes information related to the Company’s interest rate market risk at December 31 (in millions):

	2017	2016
Variable rate debt		
Carrying value of variable rate debt at December 31	$ 3,342	$ 2,582
Impact of 100 basis point increase on projected interest expense for the following year	33	25
Fixed rate debt		
Carrying value of fixed rate debt at December 31	9,926	8,185
Fair value of fixed rate debt at December 31	10,349	8,469
Impact of 100 basis point increase in market rates on fair value	(403)	(340)

A change in market interest rates would also impact interest income earned on our cash, cash equivalents and short-term investments. Assuming our cash, cash equivalents and short-term investments remain at their average 2017 levels, a 100 basis point increase in interest rates would result in a corresponding increase in the Company's interest income of approximately $45 million during 2018.

Commodity Price Risk (Aircraft Fuel). The price level of aircraft fuel can significantly affect the Company's operations, results of operations, financial position and liquidity.

Our operational and financial results can be significantly impacted by changes in the price and availability of aircraft fuel. To provide adequate supplies of fuel, the Company routinely enters into purchase contracts that are customarily indexed to market prices for aircraft fuel, and the Company generally has some ability to cover short-term fuel supply and infrastructure disruptions at some major demand locations. The price of aircraft fuel has fluctuated substantially in the past several years and in order to lower its exposure to unpredictable increases in the market prices of aircraft fuel, the Company has historically hedged a portion of its planned fuel requirements. The Company's current strategy is to not enter into transactions to hedge fuel price volatility, although the Company regularly reviews its policy based on market conditions and other factors. The Company's 2018 forecasted fuel consumption is presently approximately four billion gallons, and based on this forecast, a one dollar change in the price of a barrel of crude oil would change the Company's annual fuel expense by approximately $96 million.

Foreign Currency. The Company generates revenues and incurs expenses in numerous foreign currencies. Changes in foreign currency exchange rates impact the Company's results of operations through changes in the dollar value of foreign currency-denominated operating revenues and expenses. Some of the Company's more significant foreign currency exposures include the Canadian dollar, Chinese renminbi, European euro, British pound and Japanese yen. The Company's current strategy is to not enter into transactions to hedge its foreign currency sales, although the Company regularly reviews its policy based on market conditions and other factors.

The result of a uniform 10 percent strengthening in the value of the U.S. dollar from December 31, 2017 levels relative to each of the currencies in which the Company has foreign currency exposure would result in a decrease in pre-tax income of approximately $245 million for the year ending December 31, 2018. This sensitivity analysis was prepared based upon projected 2018 foreign currency-denominated revenues and expenses as of December 31, 2017.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of
United Continental Holdings, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of United Continental Holdings, Inc. (the "Company") as of December 31, 2017 and 2016, the related consolidated statements of operations, comprehensive income (loss), cash flows, and stockholders' equity for each of the three years in the period ended December 31, 2017, and the related notes and financial statement schedule listed in the Index at Item 15(a) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2017 and 2016, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2017, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2017, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 22, 2018, expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2009.

Chicago, Illinois
February 22, 2018

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholder and the Board of Directors of
United Airlines, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of United Airlines, Inc. (the "Company") as of December 31, 2017 and 2016, and the related consolidated statements of operations, comprehensive income (loss), cash flows, and stockholder's equity, for each of the three years in the period ended December 31, 2017, and the related notes and financial statement schedule listed in the Index at Item 15(a) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2017 and 2016, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2017, in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform an audit of the Company's internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2009.

Chicago, Illinois
February 22, 2018

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

	Year Ended December 31,		
	2017	2016	2015
Operating revenue:			
Passenger—Mainline	$ 26,552	$ 25,414	$ 26,333
Passenger—Regional	5,852	6,043	6,452
Total passenger revenue	32,404	31,457	32,785
Cargo	1,035	876	937
Other operating revenue	4,297	4,223	4,142
Total operating revenue	37,736	36,556	37,864
Operating expense:			
Salaries and related costs	11,045	10,275	9,713
Aircraft fuel	6,913	5,813	7,522
Landing fees and other rent	2,240	2,165	2,203
Regional capacity purchase	2,232	2,197	2,290
Depreciation and amortization	2,149	1,977	1,819
Aircraft maintenance materials and outside repairs	1,856	1,749	1,651
Distribution expenses	1,349	1,303	1,342
Aircraft rent	621	680	754
Special charges (Note 14)	176	638	326
Other operating expenses	5,657	5,421	5,078
Total operating expenses	34,238	32,218	32,698
Operating income	3,498	4,338	5,166
Nonoperating income (expense):			
Interest expense	(643)	(614)	(669)
Interest capitalized	84	72	49
Interest income	57	42	25
Miscellaneous, net (Note 14)	3	(19)	(352)
Total nonoperating expense, net	(499)	(519)	(947)
Income before income taxes	2,999	3,819	4,219
Income tax expense (benefit) (Note 14)	868	1,556	(3,121)
Net income	$ 2,131	$ 2,263	$ 7,340
Earnings per share, basic	$ 7.04	$ 6.86	$ 19.52
Earnings per share, diluted	$ 7.02	$ 6.85	$ 19.47

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

Table of Contents

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

	Year Ended December 31, 2017	2016	2015
Net income	$ 2,131	$ 2,263	$ 7,340
Other comprehensive income (loss), net change related to:			
Employee benefit plans, net of taxes	(195)	(313)	70
Fuel derivative financial instruments, net of taxes	1	316	182
Investments and other, net of taxes	(6)	(1)	(4)
Total other comprehensive income (loss), net	(200)	2	248
Total comprehensive income, net	$ 1,931	$ 2,265	$ 7,588

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

(continued on next page)

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

	At December 31,	
ASSETS	**2017**	**2016**
Current assets:		
Cash and cash equivalents	$ 1,482	$ 2,179
Short-term investments	2,316	2,249
Receivables, less allowance for doubtful accounts (2017—$7; 2016—$10)	1,340	1,176
Aircraft fuel, spare parts and supplies, less obsolescence allowance (2017—$354; 2016—$295)	924	873
Prepaid expenses and other	1,051	832
Total current assets	7,113	7,309
Operating property and equipment:		
Owned—		
Flight equipment	28,692	25,873
Other property and equipment	6,946	5,652
Total owned property and equipment	35,638	31,525
Less—Accumulated depreciation and amortization	(11,159)	(9,975)
Total owned property and equipment, net	24,479	21,550
Purchase deposits for flight equipment	1,344	1,059
Capital leases—		
Flight equipment	1,151	1,319
Other property and equipment	11	331
Total capital leases	1,162	1,650
Less—Accumulated amortization	(777)	(941)
Total capital leases, net	385	709
Total operating property and equipment, net	26,208	23,318
Other assets:		
Goodwill	4,523	4,523
Intangibles, less accumulated amortization (2017—$1,313; 2016—$1,234)	3,539	3,632
Deferred income taxes	—	655
Restricted cash	91	124
Investments in affiliates and other, net	852	579
Total other assets	9,005	9,513
Total assets	$ 42,326	$ 40,140

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

	At December 31,	
LIABILITIES AND STOCKHOLDERS' EQUITY	**2017**	**2016**
Current liabilities:		
Advance ticket sales	$ 3,876	$ 3,730
Frequent flyer deferred revenue	2,176	2,135
Accounts payable	2,196	2,139
Accrued salaries and benefits	2,166	2,307
Current maturities of long-term debt	1,565	849
Current maturities of capital leases	128	116
Other	569	1,010
Total current liabilities	12,676	12,286
Long-term debt	11,703	9,918
Long-term obligations under capital leases	996	822
Other liabilities and deferred credits:		
Frequent flyer deferred revenue	2,565	2,748
Postretirement benefit liability	1,602	1,581
Pension liability	1,921	1,892
Advanced purchase of miles	—	430
Deferred income taxes	225	—
Lease fair value adjustment, net	198	277
Other	1,634	1,527
Total other liabilities and deferred credits	8,145	8,455
Commitments and contingencies		
Stockholders' equity:		
Preferred stock	—	—
Common stock at par, $0.01 par value; authorized 1,000,000,000 shares; outstanding 286,973,195 and 314,612,744 shares at December 31, 2017 and 2016, respectively	3	3
Additional capital invested	6,098	6,569
Retained earnings	4,621	3,427
Stock held in treasury, at cost	(769)	(511)
Accumulated other comprehensive loss	(1,147)	(829)
Total stockholders' equity	8,806	8,659
Total liabilities and stockholders' equity	$42,326	$40,140

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

UNITED CONTINENTAL HOLDINGS, INC.
STATEMENTS OF CONSOLIDATED CASH FLOWS
(In millions)

	Year Ended December 31,		
	2017	2016	2015
Operating Activities:			
Net income	$ 2,131	$ 2,263	$ 7,340
Adjustments to reconcile net income to net cash provided by operating activities -			
Deferred income taxes	945	1,648	(3,177)
Depreciation and amortization	2,149	1,977	1,819
Special charges, non-cash portion	35	391	247
Other operating activities	142	109	115
Changes in operating assets and liabilities -			
Decrease in fuel hedge collateral	—	26	551
Decrease in fuel derivatives	—	(20)	(305)
Decrease in other liabilities	(478)	(446)	(180)
Decrease in advanced purchase of miles	(865)	(249)	(224)
Increase (decrease) in frequent flyer deferred revenue	(142)	(60)	6
Increase in other assets	(533)	(298)	(160)
Increase (decrease) in accounts payable	66	239	(77)
Increase (decrease) in advance ticket sales	146	(22)	52
Increase in receivables	(183)	(16)	(15)
Net cash provided by operating activities	3,413	5,542	5,992
Investing Activities:			
Capital expenditures	(3,998)	(3,223)	(2,747)
Purchases of short-term and other investments	(3,241)	(2,768)	(2,517)
Proceeds from sale of short-term and other investments	3,177	2,712	2,707
Proceeds from sale of property and equipment	12	28	86
Other, net	120	13	(136)
Net cash used in investing activities	(3,930)	(3,238)	(2,607)
Financing Activities:			
Proceeds from issuance of long-term debt and airport construction financing	2,765	808	1,073
Repurchases of common stock	(1,844)	(2,614)	(1,233)
Payments of long-term debt	(901)	(1,215)	(2,178)
Principal payments under capital leases	(124)	(136)	(123)
Capitalized financing costs	(80)	(64)	(37)
Proceeds from the exercise of stock options	2	6	16
Other, net	(13)	2	(13)
Net cash used in financing activities	(195)	(3,213)	(2,495)
Net increase (decrease) in cash, cash equivalents and restricted cash	(712)	(909)	890
Cash, cash equivalents and restricted cash at beginning of year	2,303	3,212	2,322
Cash, cash equivalents and restricted cash at end of year	$ 1,591	$ 2,303	$ 3,212
Investing and Financing Activities Not Affecting Cash:			
Property and equipment acquired through the issuance of debt and capital leases	$ 935	$ 386	$ 866
Equity interest in Republic Airways Holdings, Inc. received in consideration for bankruptcy claims	92	—	—
Airport construction financing	42	91	17
Operating lease conversions to capital lease	—	12	285
Exchange of convertible notes for common stock	—	—	202
Cash Paid During the Period for:			
Interest	$ 571	$ 584	$ 660
Income taxes	20	14	15

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

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

	Common Stock Shares	Common Stock Amount	Additional Capital Invested	Treasury Stock	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Income (Loss)	Total
Balance at December 31, 2014	375	$ 4	$ 7,721	$ (367)	$ (3,883)	$ (1,079)	$ 2,396
Net income	—	—	—	—	7,340	—	7,340
Other comprehensive income	—	—	—	—	—	248	248
Convertible debt redemptions	11	—	202	—	—	—	202
Share-based compensation	—	—	7	—	—	—	7
Proceeds from exercise of stock options	—	—	16	—	—	—	16
Repurchases of common stock	(21)	—	—	(1,232)	—	—	(1,232)
Other	—	—	—	(11)	—	—	(11)
Balance at December 31, 2015	365	4	7,946	(1,610)	3,457	(831)	8,966
Net income	—	—	—	—	2,263	—	2,263
Other comprehensive income	—	—	—	—	—	2	2
Share-based compensation	—	—	32	—	—	—	32
Proceeds from exercise of stock options	—	—	6	—	—	—	6
Repurchases of common stock	(50)	—	—	(2,607)	—	—	(2,607)
Treasury stock retired	—	(1)	(1,415)	3,709	(2,293)	—	—
Other	—	—	—	(3)	—	—	(3)
Balance at December 31, 2016	315	3	6,569	(511)	3,427	(829)	8,659
Net income	—	—	—	—	2,131	—	2,131
Other comprehensive loss	—	—	—	—	—	(200)	(200)
Share-based compensation	—	—	56	—	—	—	56
Proceeds from exercise of stock options	—	—	2	—	—	—	2
Repurchases of common stock	(28)	—	—	(1,844)	—	—	(1,844)
Treasury stock retired	—	—	(508)	1,576	(1,068)	—	—
Net treasury stock issued for share-based awards	—	—	(21)	10	(1)	—	(12)
Excess tax benefits from share-based awards	—	—	—	—	14	—	14
Reclassification of stranded tax effects (Note 1)	—	—	—	—	118	(118)	—
Balance at December 31, 2017	287	$ 3	$ 6,098	$ (769)	$ 4,621	$ (1,147)	$ 8,806

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

Table of Contents

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

	Year Ended December 31,		
	2017	2016	2015
Operating revenue:			
Passenger—Mainline	$ 26,552	$ 25,414	$ 26,333
Passenger—Regional	5,852	6,043	6,452
Total passenger revenue	32,404	31,457	32,785
Cargo	1,035	876	937
Other operating revenue	4,297	4,223	4,142
Total operating revenue	37,736	36,556	37,864
Operating expense:			
Salaries and related costs	11,045	10,275	9,713
Aircraft fuel	6,913	5,813	7,522
Landing fees and other rent	2,240	2,165	2,203
Regional capacity purchase	2,232	2,197	2,290
Depreciation and amortization	2,149	1,977	1,819
Aircraft maintenance materials and outside repairs	1,856	1,749	1,651
Distribution expenses	1,349	1,303	1,342
Aircraft rent	621	680	754
Special charges (Note 14)	176	638	326
Other operating expenses	5,655	5,418	5,076
Total operating expenses	34,236	32,215	32,696
Operating income	3,500	4,341	5,168
Nonoperating income (expense):			
Interest expense	(643)	(614)	(670)
Interest capitalized	84	72	49
Interest income	57	42	25
Miscellaneous, net (Note 14)	3	(19)	(351)
Total nonoperating expense, net	(499)	(519)	(947)
Income before income taxes	3,001	3,822	4,221
Income tax expense (benefit) (Note 14)	852	1,558	(3,080)
Net income	$ 2,149	$ 2,264	$ 7,301

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

Table of Contents

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

	Year Ended December 31,		
	2017	2016	2015
Net income	$ 2,149	$ 2,264	$ 7,301
Other comprehensive income (loss), net change related to:			
Employee benefit plans, net of taxes	(195)	(313)	70
Fuel derivative financial instruments, net of taxes	1	316	182
Investments and other, net of taxes	(6)	(1)	(4)
Total other comprehensive income (loss), net	(200)	2	248
Total comprehensive income, net	$ 1,949	$ 2,266	$ 7,549

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

Table of Contents

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

	At December 31,	
ASSETS	**2017**	**2016**
Current assets:		
Cash and cash equivalents	$ 1,476	$ 2,173
Short-term investments	2,316	2,249
Receivables, less allowance for doubtful accounts (2017—$7; 2016—$10)	1,340	1,176
Aircraft fuel, spare parts and supplies, less obsolescence allowance (2017—$354; 2016—$295)	924	873
Prepaid expenses and other	1,051	832
Total current assets	7,107	7,303
Operating property and equipment:		
Owned—		
Flight equipment	28,692	25,873
Other property and equipment	6,946	5,652
Total owned property and equipment	35,638	31,525
Less—Accumulated depreciation and amortization	(11,159)	(9,975)
Total owned property and equipment, net	24,479	21,550
Purchase deposits for flight equipment	1,344	1,059
Capital leases—		
Flight equipment	1,151	1,319
Other property and equipment	11	331
Total capital leases	1,162	1,650
Less—Accumulated amortization	(777)	(941)
Total capital leases, net	385	709
Total operating property and equipment, net	26,208	23,318
Other assets:		
Goodwill	4,523	4,523
Intangibles, less accumulated amortization (2017—$1,313; 2016—$1,234)	3,539	3,632
Deferred income taxes	—	612
Restricted cash	91	124
Investments in affiliates and other, net	852	579
Total other assets	9,005	9,470
Total assets	$ 42,320	$ 40,091

(continued on next page)

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

	At December 31,	
LIABILITIES AND STOCKHOLDER'S EQUITY	**2017**	**2016**
Current liabilities:		
Advance ticket sales	$ 3,876	$ 3,730
Frequent flyer deferred revenue	2,176	2,135
Accounts payable	2,196	2,144
Accrued salaries and benefits	2,166	2,307
Current maturities of long-term debt	1,565	849
Current maturities of capital leases	128	116
Other	574	1,009
Total current liabilities	12,681	12,290
Long-term debt	11,703	9,918
Long-term obligations under capital leases	996	822
Other liabilities and deferred credits:		
Frequent flyer deferred revenue	2,565	2,748
Postretirement benefit liability	1,602	1,581
Pension liability	1,921	1,892
Advanced purchase of miles	—	430
Deferred income taxes	252	—
Lease fair value adjustment, net	198	277
Other	1,634	1,527
Total other liabilities and deferred credits	8,172	8,455
Commitments and contingencies		
Stockholder's equity:		
Common stock at par, $0.01 par value; authorized 1,000 shares; issued and outstanding 1,000 shares at December 31, 2017 and 2016	—	—
Additional capital invested	1,787	3,573
Retained earnings	8,218	5,937
Accumulated other comprehensive loss	(1,147)	(829)
Receivable from related parties	(90)	(75)
Total stockholder's equity	8,768	8,606
Total liabilities and stockholder's equity	$42,320	$40,091

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

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

	Year Ended December 31, 2017	2016	2015
Operating Activities:			
Net income	$ 2,149	$ 2,264	$ 7,301
Adjustments to reconcile net income to net cash provided by operating activities -			
Deferred income taxes	929	1,650	(3,136)
Depreciation and amortization	2,149	1,977	1,819
Special charges, non-cash portion	35	391	247
Other operating activities	142	108	115
Changes in operating assets and liabilities -			
Decrease in fuel hedge collateral	—	26	551
Decrease in fuel derivatives	—	(20)	(305)
Decrease in other liabilities	(479)	(444)	(181)
Decrease in advanced purchase of miles	(865)	(249)	(224)
Increase (decrease) in frequent flyer deferred revenue	(142)	(60)	6
Increase in other assets	(533)	(251)	(160)
Increase (decrease) in accounts payable	66	239	(77)
Increase (decrease) in advance ticket sales	146	(22)	52
Increase in receivables	(183)	(16)	(15)
Increase in intercompany receivables	(15)	(58)	(12)
Net cash provided by operating activities	3,399	5,535	5,981
Investing Activities:			
Capital expenditures	(3,998)	(3,223)	(2,747)
Purchases of short-term and other investments	(3,241)	(2,768)	(2,517)
Proceeds from sale of short-term and other investments	3,177	2,712	2,707
Proceeds from sale of property and equipment	12	28	86
Other, net	120	13	(136)
Net cash used in investing activities	(3,930)	(3,238)	(2,607)
Financing Activities:			
Dividend to UAL	(1,844)	(2,614)	(1,233)
Payments of long-term debt	(901)	(1,215)	(2,178)
Proceeds from issuance of long-term debt	2,765	808	1,073
Principal payments under capital leases	(124)	(136)	(123)
Capitalized financing costs	(80)	(64)	(37)
UAL contributions related to stock plans	2	6	16
Other, net	1	9	(2)
Net cash used in financing activities	(181)	(3,206)	(2,484)
Net increase (decrease) in cash, cash equivalents and restricted cash	(712)	(909)	890
Cash, cash equivalents and restricted cash at beginning of year	2,297	3,206	2,316
Cash, cash equivalents and restricted cash at end of year	$ 1,585	$ 2,297	$ 3,206
Investing and Financing Activities Not Affecting Cash:			
Property and equipment acquired through the issuance of debt and capital leases	$ 935	$ 386	$ 866
Equity interest in Republic Airways Holdings, Inc. received in consideration for bankruptcy claims	92	—	—
Airport construction financing	42	91	17
Operating lease conversions to capital lease	—	12	285
Cash Paid During the Period for:			
Interest	$ 571	$ 584	$ 660
Income taxes	20	14	15

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

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

	Additional Capital Invested	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Income (Loss)	Receivable from Related Parties, Net	Total
Balance at December 31, 2014	$ 7,347	$ (3,628)	$ (1,079)	$ (5)	$ 2,635
Net income	—	7,301	—	—	7,301
Other comprehensive income	—	—	248	—	248
Dividend to UAL	(1,232)	—	—	—	(1,232)
Share-based compensation	7	—	—	—	7
UAL contribution related to stock plans	16	—	—	—	16
Other	—	—	—	(12)	(12)
Balance at December 31, 2015	6,138	3,673	(831)	(17)	8,963
Net income	—	2,264	—	—	2,264
Other comprehensive income	—	—	2	—	2
Dividend to UAL	(2,603)	—	—	—	(2,603)
Share-based compensation	32	—	—	—	32
UAL contribution related to stock plans	6	—	—	—	6
Other	—	—	—	(58)	(58)
Balance at December 31, 2016	3,573	5,937	(829)	(75)	8,606
Net income	—	2,149	—	—	2,149
Other comprehensive loss	—	—	(200)	—	(200)
Dividend to UAL	(1,844)	—	—	—	(1,844)
Share-based compensation	56	—	—	—	56
UAL contribution related to stock plans	2	—	—	—	2
Excess tax benefits from share-based awards	—	14	—	—	14
Reclassification of stranded tax effects (Note 1)	—	118	(118)	—	—
Other	—	—	—	(15)	(15)
Balance at December 31, 2017	$ 1,787	$ 8,218	$ (1,147)	$ (90)	$ 8,768

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

UNITED CONTINENTAL HOLDINGS, INC.

UNITED AIRLINES, INC.

COMBINED NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Overview

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

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

(a) **Use of Estimates—** The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP") requires management to make estimates and assumptions that affect the amounts reported in these financial statements and accompanying notes. Actual results could differ from those estimates.

(b) **Revenue Recognition—** The Company records passenger ticket sales and tickets sold by other airlines for use on United as passenger revenue when the transportation is provided or upon estimated breakage. The value of unused passenger tickets is included in current liabilities as Advance ticket sales. Tickets sold by other airlines are recorded at the estimated values to be billed to the other airlines. Differences between amounts billed and the actual amounts may be rejected and rebilled or written off if the amount recorded was different from the original estimate. When necessary, the Company records a reserve against its interline billings and payables if historical experience indicates that these amounts are different. Non-refundable tickets generally expire on the date of the intended flight, unless the date is extended by notification from the customer on or before the intended flight date. Basic Economy tickets cannot be extended and refunds are not allowed except for ticket cancellations that are within 24 hours of purchase and one week or more prior to the original scheduled departure flight.

Fees charged in association with changes or extensions to non-refundable tickets are recorded as other revenue at the time the fee is incurred. The fare on the changed ticket, including any additional collection of fare, is deferred and recognized in accordance with our transportation revenue recognition policy at the time the transportation is provided. Change fees related to non-refundable tickets are considered a separate transaction from the air transportation because they represent a charge for the Company's additional service to modify a previous sale. Therefore, the pricing of the change fee and the initial customer order are separately determined and represent distinct earnings processes.

The Company records an estimate of breakage revenue on the flight date for tickets that will expire unused. These estimates are based on the evaluation of actual historical results and forecasted trends. Refundable tickets expire after one year from the date of issuance.

The Company recognizes cargo and other revenue as service is provided.

Under our capacity purchase agreements ("CPAs") with regional carriers, we purchase all of the capacity related to aircraft covered by the contracts and are responsible for selling all of the related seat inventory. We record the passenger revenue and related expenses as separate operating revenue and expense in the consolidated statement of operations.

Accounts receivable primarily consist of amounts due from credit card companies and customers of our aircraft maintenance and cargo transportation services. We provide an allowance for uncollectible accounts equal to the estimated losses expected to be incurred based on historical write-offs and other specific analyses. Bad debt expense and write-offs were not material for the years ended December 31, 2017, 2016 and 2015.

(c) **Frequent Flyer Accounting—** United's MileagePlus program builds customer loyalty by offering awards, benefits and services to program participants. Members in this program earn miles for flights on United, United Express, Star Alliance members and certain other airlines that participate in the program. Members can also earn miles by purchasing the goods and services of our network of non-airline partners. We sell miles to these partners, which include domestic and international credit card issuers, retail merchants, hotels, car rental companies and our participating airline partners. Miles can be redeemed for free (other than taxes and government imposed fees), discounted or upgraded air travel and non-travel awards. The Company records its obligation for future award redemptions using a deferred revenue model.

Miles Earned in Conjunction with Flights

When frequent flyers earn miles for flights, the Company recognizes a portion of the ticket sales as revenue when the air transportation occurs and defers a portion of the ticket sale representing the value of the related miles as a multiple-deliverable revenue arrangement. The Company determines the estimated selling price of air transportation and miles as if each element is sold on a separate basis. The total consideration from each ticket sale is then allocated to each of these elements, individually, on a pro rata basis. The miles are recorded in Frequent flyer deferred revenue on the Company's consolidated balance sheet and recognized into revenue when the transportation is provided.

The Company's estimated selling price of miles is based on an equivalent ticket value less fulfillment discount, which incorporates the expected redemption of miles, as the best estimate of selling price for these miles. The equivalent ticket value is based on the prior 12 months' weighted average equivalent ticket value of similar fares as those used to settle award redemptions while taking into consideration such factors as redemption pattern, cabin class, loyalty status and geographic region. The estimated selling price of miles is adjusted by a fulfillment discount that considers a number of factors, including redemption patterns of various customer groups.

Co-branded Credit Card Partner Mileage Sales

United has a significant contract, the Second Amended and Restated Co-Branded Card Marketing Services Agreement (the "Co-Brand Agreement"), to sell MileagePlus miles to its co-branded credit card partner, Chase Bank USA, N.A. ("Chase"). United identified the following significant revenue elements in the Co-Brand Agreement: the air transportation element represented by the value of the mile (generally resulting from its redemption for future air transportation and whose fair value is described above); use of the United brand and access to MileagePlus member lists; advertising; and other travel related benefits.

The fair value of the elements is determined using management's estimated selling price of each element. The objective of using the estimated selling price based methodology is to determine the price at which we would transact a sale if the product or service were sold on a stand-alone basis. Accordingly, we determine our best estimate of selling price by considering multiple inputs and methods including, but not limited to, discounted cash flows, brand value, volume discounts, published selling prices, number of miles awarded and number of miles redeemed. The Company estimated the selling prices and volumes over the term of the Co-Brand Agreement in order to determine the allocation of proceeds to each of the multiple elements to be delivered. We also evaluate volumes on an annual basis, which may result in a change in the allocation of estimated selling price on a prospective basis.

The Company records passenger revenue related to the air transportation element when the transportation is delivered. The other elements are generally recognized as Other operating revenue when earned.

Expiration of Miles

The Company accounts for miles sold and awarded that will never be redeemed by program members, which we refer to as breakage. The Company reviews its breakage estimates annually based upon the latest available information regarding redemption and expiration patterns. Miles expire after 18 months of member account inactivity.

The Company's estimate of the expected expiration of miles requires significant management judgment. Current and future changes to expiration assumptions or to the expiration policy, or to program rules and program redemption opportunities, may result in material changes to the deferred revenue balance as well as recognized revenues from the programs.

Other Information

The following table provides additional information related to the frequent flyer program (in millions):

Year Ended December 31,	Cash Proceeds from Miles Sold and Earned	Other Revenue Recognized Upon Award of Miles to Third-Party Customers (a)	Increase in Frequent Flyer Deferred Revenue for Miles Awarded (b)	Decrease in Advanced Purchase of Miles (c)
2017	$ 2,343	$ 1,183	$ 2,025	$ (865)
2016	3,022	1,221	2,050	(249)
2015	2,999	1,050	2,173	(224)

(a) This amount represents other revenue recognized during the period from the sale of miles to third parties, representing the marketing-related deliverable services component of the sale.
(b) This amount represents the increase to Frequent flyer deferred revenue during the period.
(c) This amount represents the net decrease in the advance purchase of miles obligation due to cash payments for the sale of miles less than miles awarded to customers.

(d) **Cash and Cash Equivalents and Restricted Cash—** Highly liquid investments with a maturity of three months or less on their acquisition date are classified as cash and cash equivalents.

Restricted cash primarily includes cash collateral for letters of credit and collateral associated with obligations for facility leases and workers' compensation. Restricted cash is classified as short-term or long-term in the consolidated balance sheets based on the expected timing of return of the assets to the Company.

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the consolidated balance sheets that sum to the total of the same such amounts shown in the statements of consolidated cash flows:

	UAL			United		
	At December 31,			At December 31,		
	2017	2016	2015	2017	2016	2015
Current assets:						
Cash and cash equivalents	$1,482	$2,179	$3,006	$1,476	$2,173	$3,000
Restricted cash included in Prepaid expenses and other	18	—	2	18	—	2
Other assets:						
Restricted cash	91	124	204	91	124	204
Total cash, cash equivalents and restricted cash shown in the statement of consolidated cash flows	$1,591	$2,303	$3,212	$1,585	$2,297	$3,206

(e) **Short-term Investments—** Short-term investments are classified as available-for-sale and are stated at fair value. Realized gains and losses on sales of investments are reflected in nonoperating income (expense) in the consolidated statements of operations. Unrealized gains and losses on available-for-sale securities are reflected as a component of accumulated other comprehensive income (loss).

(f) **Aircraft Fuel, Spare Parts and Supplies—** The Company accounts for aircraft fuel, spare parts and supplies at average cost and provides an obsolescence allowance for aircraft spare parts with an assumed residual value of 10% of original cost.

(g) **Property and Equipment—** The Company records additions to owned operating property and equipment at cost when acquired. Property under capital leases and the related obligation for future lease payments are recorded at an amount equal to the initial present value of those lease payments. Modifications that enhance the operating performance or extend the useful lives of airframes or engines are capitalized as property and equipment. It is the Company's policy to record compensation from delays in delivery of aircraft as a reduction of the cost of the related aircraft.

Depreciation and amortization of owned depreciable assets is based on the straight-line method over the assets' estimated useful lives. Leasehold improvements are amortized over the remaining term of the lease, including estimated facility renewal options when renewal is reasonably assured at key airports, or the estimated useful life of the related asset, whichever is less. Properties under capital leases are amortized on the straight-line method over the life of the lease or, in the case of certain aircraft, over their estimated useful lives, whichever is shorter. Amortization of capital lease assets is included in depreciation and amortization expense. The estimated useful lives of property and equipment are as follows:

	Estimated Useful Life (in years)
Aircraft and related rotable parts	25 to 30
Buildings	25 to 45
Other property and equipment	3 to 15
Computer software	5 to 15
Building improvements	1 to 40

As of December 31, 2017 and 2016, the Company had a carrying value of computer software of $345 million and $356 million, respectively. For the years ended December 31, 2017, 2016 and 2015, the Company's depreciation expense related to computer software was $117 million, $108 million and

$93 million, respectively. Aircraft and aircraft spare parts were assumed to have residual values of approximately 10% of original cost, and other categories of property and equipment were assumed to have no residual value.

(h) **Maintenance and Repairs—** The cost of maintenance and repairs, including the cost of minor replacements, is charged to expense as incurred, except for costs incurred under our power-by-the-hour ("PBTH") engine maintenance agreements. PBTH contracts transfer certain risk to third-party service providers and fix the amount we pay per flight hour or per cycle to the service provider in exchange for maintenance and repairs under a predefined maintenance program. Under PBTH agreements, the Company recognizes expense at a level rate per engine hour, unless the level of service effort and the related payments during the period are substantially consistent, in which case the Company recognizes expense based on the amounts paid.

(i) **Lease Fair Value Adjustments—** Lease fair value adjustments, which arose from recording operating leases at fair value under fresh start or business combination accounting, are amortized on a straight-line basis over the related lease term.

(j) **Regional Capacity Purchase—** Payments made to regional carriers under CPAs are reported in Regional capacity purchase in our consolidated statements of operations.

(k) **Advertising—** Advertising costs, which are included in Other operating expenses, are expensed as incurred. Advertising expenses were $217 million, $220 million and $201 million for the years ended December 31, 2017, 2016 and 2015, respectively.

(l) **Intangibles—** The Company has finite-lived and indefinite-lived intangible assets, including goodwill. Finite-lived intangible assets are amortized over their estimated useful lives. Goodwill and indefinite-lived intangible assets are not amortized but are reviewed for impairment annually or more frequently if events or circumstances indicate that the asset may be impaired. Goodwill and indefinite-lived assets are reviewed for impairment on an annual basis as of October 1, or on an interim basis whenever a triggering event occurs. See Note 2 of this report for additional information related to intangibles.

(m) **Long-Lived Asset Impairments—** The Company evaluates the carrying value of long-lived assets subject to amortization whenever events or changes in circumstances indicate that an impairment may exist. For purposes of this testing, the Company has generally identified the aircraft fleet type as the lowest level of identifiable cash flows. An impairment charge is recognized when the asset's carrying value exceeds its net undiscounted future cash flows and its fair market value. The amount of the charge is the difference between the asset's carrying value and fair market value. See Note 14 of this report for additional information related to asset impairments.

(n) **Share-Based Compensation—** The Company measures the cost of employee services received in exchange for an award of equity instruments based on the grant date fair value of the award. The resulting cost is recognized over the period during which an employee is required to provide service in exchange for the award, usually the vesting period. Obligations for cash-settled restricted stock units ("RSUs") are remeasured at fair value throughout the requisite service period on the last day of each reporting period based upon UAL's stock price. In addition to the service requirement, certain RSUs have performance metrics that must be achieved prior to vesting. These awards are accrued based on the expected level of achievement at each reporting period. A cumulative adjustment is recorded on the last day of each reporting period to adjust compensation expense based on both UAL's stock price and the then current level of expected performance achievement for the performance-based awards. See Note 5 of this report for additional information on UAL's share-based compensation plans.

(o) **Ticket Taxes—** Certain governmental taxes are imposed on the Company's ticket sales through a fee included in ticket prices. The Company collects these fees and remits them to the appropriate government agency. These fees are recorded on a net basis (excluded from operating revenue).

(p) **Retirement of Leased Aircraft—** The Company accrues for estimated lease costs over the remaining term of the lease at the present value of future minimum lease payments, net of estimated sublease rentals (if any), in the period that aircraft are permanently removed from service. When reasonably estimable and probable, the Company estimates maintenance lease return condition obligations for items such as minimum aircraft and engine conditions specified in leases and accrues these amounts over the lease term while the aircraft are operating, and any remaining unrecognized estimated obligations are accrued in the period that an aircraft is removed from service.

(q) **Uncertain Income Tax Positions—** The Company has recorded reserves for income taxes and associated interest that may become payable in future years. Although management believes that its positions taken on income tax matters are reasonable, the Company nevertheless has established tax and interest reserves in recognition that various taxing authorities may challenge certain of the positions taken by the Company, potentially resulting in additional liabilities for taxes and interest. The Company's uncertain tax position reserves are reviewed periodically and are adjusted as events occur that affect its estimates, such as the availability of new information, the lapsing of applicable statutes of limitation, the conclusion of tax audits, the measurement of additional estimated liability, the identification of new tax matters, the release of administrative tax guidance affecting its estimates of tax liabilities, or the rendering of relevant court decisions. The Company records penalties and interest relating to uncertain tax positions as part of income tax expense in its consolidated statements of operations. The Company has not recorded any material expense or liabilities related to interest or penalties in its consolidated financial statements.

(r) **Labor Costs—** The Company records expenses associated with amendable labor agreements when the amounts are probable and estimable. These include costs associated with lump sum cash payments that would be made in conjunction with the ratification of labor agreements. To the extent these upfront costs are in lieu of future pay increases, they would be capitalized and amortized over the term of the labor agreements. If not, these amounts would be expensed.

(s) **Third-Party Business—** The Company has third-party business revenue that includes fuel sales, catering, ground handling, maintenance services and frequent flyer award non-air redemptions. Third-party business revenue is recorded in Other operating revenue. The Company also incurs third-party business expenses, such as maintenance, ground handling and catering services for third parties, fuel sales and non-air mileage redemptions. The third-party business expenses are recorded in Other operating expenses.

(t) **Recently Issued Accounting Standards—** In 2014, the Financial Accounting Standards Board ("FASB") amended the FASB Accounting Standards Codification and created a new Topic 606, *Revenue from Contracts with Customers* ("Topic 606") . This amendment prescribes that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The amendment supersedes the revenue recognition requirements in Topic 605, *Revenue Recognition* , and most industry-specific guidance throughout the Industry Topics of the Accounting Standards Codification. The Company used the full-retrospective approach in adopting this standard on January 1, 2018. The standard impacts the classification of certain revenue streams and affects the timing of revenue and expense recognition for others. For the Company, the most significant impact of this standard is the reclassification of certain ancillary fees from other operating revenue into passenger revenue on the statement of consolidated operations. These ancillary fees are directly related to passenger travel, such as ticket change fees and baggage fees, and will no longer be considered distinct performance obligations separate from the passenger travel component. In addition, the ticket change fees, which were previously recognized when received, will be recognized when transportation is provided. While the classification of certain transactions within operating revenue and between operating revenue and operating expenses will change, the adoption of the standard will not have a material impact on our earnings. Further, adoption of the standard will have no impact on cash provided by or used in operating, financing, or investing activities in our consolidated cash flows statements. Adoption of Topic 606 is expected to impact our reported results as shown in the table below:

Statements of Consolidated Operations for the Years Ended December 31,

	As Reported		Adjustment		As Adjusted for Adoption of Topic 606	
	2017	2016	2017	2016	2017	2016
Operating revenue:						
Passenger—Mainline	$ 26,552	$ 25,414	$ 1,707	$ 1,615	$ 28,259	$ 27,029
Passenger—Regional	5,852	6,043	349	357	6,201	6,400
Total passenger revenue	32,404	31,457	2,056	1,972	34,460	33,429
Cargo	1,035	876	79	58	1,114	934
Other operating revenue	4,297	4,223	(2,087)	(2,028)	2,210	2,195
Total operating revenue	37,736	36,556	48	2	37,784	36,558
Operating expenses	34,238	32,218	(21)	(12)	34,217	32,206
Operating income	3,498	4,338	69	14	3,567	4,352
Nonoperating expense, net	(499)	(519)	(28)	(60)	(527)	(579)
Income before income taxes	2,999	3,819	41	(46)	3,040	3,773
Income tax expense (benefit)	868	1,556	28	(17)	896	1,539
Net income	$ 2,131	$ 2,263	$ 13	$ (29)	$ 2,144	$ 2,234
Earnings per share, basic	$ 7.04	$ 6.86	$ 0.04	$ (0.09)	$ 7.08	$ 6.77
Earnings per share, diluted	$ 7.02	$ 6.85	$ 0.04	$ (0.09)	$ 7.06	$ 6.76

Consolidated Balance Sheets as of December 31,

	As Reported		Adjustment		As Adjusted for Adoption of Topic 606	
	2017	2016	2017	2016	2017	2016
Current assets:						
Prepaid expenses and other	$1,051	$ 832	$ 20	$ 20	$1,071	$ 852
Other assets:						
Deferred income taxes	—	655	—	48	—	703
Current liabilities:						
Advance ticket sales	3,876	3,730	64	65	3,940	3,795
Frequent flyer deferred revenue	2,176	2,135	16	14	2,192	2,149
Other	569	1,010	7	79	576	1,089
Other liabilities and deferred credits:						
Frequent flyer deferred revenue	2,565	2,748	26	(8)	2,591	2,740
Advanced purchase of miles	—	430	—	3	—	433
Deferred income taxes	225	—	(21)	—	204	—
Stockholders' equity:						
Retained earnings	4,621	3,427	(72)	(85)	4,549	3,342

In 2016, the FASB amended the FASB Accounting Standards Codification and created a new Topic 842, *Leases* (“Topic 842”). The guidance requires lessees to recognize a right-of-use asset and a lease liability for all leases (with the exception of short-term leases) at the commencement date and recognize expenses on their income statements similar to the current Topic 840, *Leases* . It is effective for fiscal years and interim periods beginning after December 15, 2018, and early adoption is permitted. Lessees and lessors are required to adopt Topic 842 using a modified retrospective approach for all leases existing at or commencing after the date of initial application with an option to use certain practical expedients. We have not completed our evaluation of the impact of the new standard, but believe that it will have a significant impact on our consolidated balance sheets. The new standard is not expected to have a material impact on the Company’s results of operations or cash flows. The primary effect of adopting the new standard will be to record assets and obligations for its operating leases.

In 2016, the FASB issued Accounting Standards Update No. 2016-01, *Financial Instruments—Overall* (Subtopic 825-10) (“ASU 2016-01”). This standard makes several changes, including the elimination of the available-for-sale classification of equity investments, and requires equity investments with readily determinable fair values to be measured at fair value with changes in fair value recognized in net income. It is effective for interim and annual periods beginning after December 15, 2017. Based on its portfolio of investments as of December 31, 2017, the Company does not expect the adoption of ASU 2016-01 to have a material impact on its consolidated financial statements.

In 2017, the FASB issued Accounting Standards Update No. 2017-07, *Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost* (“ASU 2017-07”). The update requires employers to present the service cost component of the net periodic benefit cost in the same income statement line item as other employee compensation costs arising from services rendered during the period. The other components of net benefit cost, including interest cost, expected return on plan assets, amortization of prior service cost/credit and actuarial gain/loss, and settlement and curtailment effects, are to be presented outside of any subtotal of operating income. Employers will have to disclose the line(s) used to present the other components of net periodic benefit cost, if the components are not presented separately in the income statement . ASU 2017-07 is effective for fiscal years and interim periods beginning after December 15, 2017, and early adoption is permitted. The Company does not expect the adoption of ASU 2017-07 to have a material impact on its consolidated financial statements. Early adoption of ASU 2017-07 would have impacted the statement of consolidated operations as shown in the table below:

Statements of Consolidated Operations for the Years Ended December 31,

	As Reported		Adjustment		As Adjusted for Adoption of ASU 2017-07	
	2017	2016	2017	2016	2017	2016
Operating expense:						
Salaries and related costs	$ 11,045	$ 10,275	$ (104)	$ (99)	$ 10,941	$ 10,176
Special charges	176	638	—	107	176	745
Nonoperating income (expense):						
Miscellaneous, net	3	(19)	(104)	8	(101)	(11)

In February 2018, the FASB issued Accounting Standards Update No. 2018-02, *Income Statement—Reporting Comprehensive Income (Topic 220): Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income* (“ASU 2018-02”). This standard focuses on a targeted improvement to reclassify stranded tax effects resulting from the Tax Cuts and Jobs Act (the “Tax Act”) enacted on December 22, 2017 from accumulated other comprehensive income (“AOCI”) to retained earnings (“RE”). The amount of the reclassification would be the difference between the amount initially charged or credited directly to other comprehensive income at the previously enacted U.S. federal corporate income tax rate that remains in AOCI and the amount that would have been charged or credited directly to other comprehensive income using the newly enacted U.S. federal corporate income tax rate, excluding the effect of any valuation allowance previously charged to income from continuing operations. ASU 2018-02 is effective for interim and annual periods beginning after December 15, 2018, and early adoption is permitted. We have elected to early adopt this standard for the year ended December 31, 2017. We have reclassified $118 million from AOCI to RE as a result of this adoption. See Note 6 of this report for additional information.

NOTE 2 - GOODWILL AND OTHER INTANGIBLE ASSETS

The following table presents information about the Company's goodwill and other intangible assets at December 31 (in millions):

		2017		2016	
Item	**Asset life (a)**	**Gross Carrying Amount**	**Accumulated Amortization**	**Gross Carrying Amount**	**Accumulated Amortization**
Goodwill		$ 4,523		$ 4,523	
Finite-lived intangible assets					
Frequent flyer database (b)	22	$ 1,177	$ 832	$ 1,177	$ 771
Hubs	20	145	89	145	82
Contracts	13	121	103	135	95
Patents and tradenames	3	108	108	108	108
Airport slots and gates	8	97	97	97	97
Other	25	109	84	109	81
Total		$ 1,757	$ 1,313	$ 1,771	$ 1,234
Indefinite-lived intangible assets					
Route authorities		$ 1,562		$ 1,562	
Airport slots and gates		536		536	
Tradenames and logos		593		593	
Alliances		404		404	
Total		$ 3,095		$ 3,095	

(a) Weighted average life expressed in years.
(b) The frequent flyer database is amortized based on an accelerated amortization schedule to reflect utilization of the assets. Estimated cash flows correlating to the expected attrition rate of customers in the frequent flyer database is considered in the determination of the amortization schedules.

Amortization expense in 2017, 2016 and 2015 was $79 million, $90 million and $105 million, respectively. Projected amortization expense in 2018, 2019, 2020, 2021 and 2022 is $67 million, $61 million, $55 million, $50 million and $40 million, respectively.

See Note 14 of this report for additional information related to impairment of intangible assets.

NOTE 3 – COMMON STOCKHOLDERS' EQUITY AND PREFERRED SECURITIES

In 2017, UAL repurchased approximately 28 million shares of UAL common stock for $1.8 billion, completing its July 2016 repurchase authorization. In December 2017, UAL's Board of Directors authorized a new $3.0 billion share repurchase program to acquire UAL's common stock. As of December 31, 2017, the Company had approximately $3.0 billion remaining to purchase shares under its existing share repurchase authority. UAL may repurchase shares through the open market, privately negotiated transactions, block trades or accelerated share repurchase transactions from time to time in accordance with applicable securities laws. UAL may repurchase shares of UAL common stock subject to prevailing market conditions, and may discontinue such repurchases at any time. See Part II, Item 5, Market for registrant's common equity, related stockholder matters and issuer purchases of equity securities, of this report for additional information.

In 2017, the Company retired 25 million treasury shares that were originally acquired at an average cost of approximately $63 per share.

At December 31, 2017, approximately 10 million shares of UAL's common stock were reserved for future issuance related to the issuance of equity-based awards under the Company's incentive compensation plans.

As of December 31, 2017, UAL had two shares of junior preferred stock (par value $0.01 per share) outstanding. In addition, UAL is authorized to issue 250 million shares of preferred stock (without par value) under UAL's amended and restated certificate of incorporation.

NOTE 4 - EARNINGS PER SHARE

The computations of UAL's basic and diluted earnings per share are set forth below for the years ended December 31 (in millions, except per share amounts):

	2017	2016	2015
Earnings available to common stockholders	$ 2,131	$ 2,263	$ 7,340
Basic weighted-average shares outstanding	302.7	329.9	376.1
Effect of convertible notes	—	—	0.3
Effect of employee stock awards	0.9	0.4	0.5
Diluted weighted-average shares outstanding	303.6	330.3	376.9
Earnings per share, basic	$ 7.04	$ 6.86	$ 19.52
Earnings per share, diluted	$ 7.02	$ 6.85	$ 19.47

The number of antidilutive securities excluded from the computation of diluted earnings per share amounts was not material.

NOTE 5 - SHARE-BASED COMPENSATION PLANS

UAL maintains several share-based compensation plans. In May 2017, UAL's Board of Directors and stockholders approved the United Continental Holdings, Inc. 2017 Incentive Compensation Plan (the "2017 Plan"). The 2017 Plan is an incentive compensation plan that allows the Company to use different forms of long-term equity incentives to attract, retain, and reward officers and employees (including prospective officers and employees). The 2017 Plan replaced the United Continental Holdings, Inc. 2008 Incentive Compensation Plan (the "2008 Plan"). Any awards granted under the 2008 Plan prior to the approval of the 2017 Plan remain in effect pursuant to their terms. Awards may not be granted under the 2017 Plan after May 24, 2027. Under the 2017 Plan, the Company may grant: non-qualified stock options, incentive stock options (within the meaning of Section 422 of the Internal Revenue Code of 1986), stock appreciation rights, restricted shares, RSUs, performance compensation awards, performance units, cash incentive awards, other equity-based and equity-related awards, and dividends and dividend equivalents.

All awards are recorded as either equity or a liability in the Company's consolidated balance sheets. The share-based compensation expense is recorded in salaries and related costs.

During 2017, UAL granted share-based compensation awards pursuant to both the 2008 Plan and the 2017 Plan. These share-based compensation awards include approximately 1.6 million RSUs, consisting of 1.0 million time-vested RSUs and 0.6 million performance-based RSUs, and approximately 36,000 stock options. The time-vested RSUs vest pro-rata, a majority of which vest on February 28th of each year over a three year period from the date of grant. These RSUs are generally equity awards settled in stock for domestic employees and liability awards settled in cash for international employees. The cash payments are based on the 20-day average closing price of UAL common stock immediately prior to the vesting date. The performance-based RSUs vest based on the Company's relative improvement in pre-tax margin compared to a group of airline industry peers for the three years ending December 31, 2019. If the performance condition is achieved, cash payments will be made after the end of the performance period based on the 20-day average closing price of UAL common stock immediately prior to the vesting date and based on the level, if any, of the performance goal achieved. The Company accounts for the performance-based RSUs as liability awards. The stock options have a ten-year term and vest pro-rata over the third, fourth and fifth anniversaries of the date of grant.

The following table provides information related to UAL's share-based compensation plan cost for the years ended December 31 (in millions):

	2017	2016	2015
Compensation cost:			
RSUs	$ 63	$ 58	$ 52
Restricted stock	8	11	6
Stock options	2	1	—
Total	$ 73	$ 70	$ 58

The table below summarizes UAL's unearned compensation and weighted-average remaining period to recognize costs for all outstanding share-based awards that are probable of being achieved as of December 31, 2017 (in millions, except as noted):

	Unearned Compensation	Weighted-Average Remaining Period (in years)
RSUs	$ 46	1.9
Stock options	4	3.9
Restricted stock	3	1.2
Total	$ 53	

RSUs and Restricted Stock . All performance-based RSUs, as well as a portion of the outstanding time-vested RSUs, will be settled in cash. As of December 31, 2017, UAL had recorded a liability of $38 million related to its RSUs. UAL paid $50 million, $69 million and $85 million related to its RSUs during 2017, 2016 and 2015, respectively.

The table below summarizes UAL's RSUs and restricted stock activity for the years ended December 31 (shares in millions):

	RSUs	Restricted Stock	Weighted-Average Grant Price
Outstanding at December 31, 2014	3.8	0.7	$ 32.55
Granted	1.0	0.2	66.53
Vested	(1.6)	(0.4)	31.14
Forfeited	(0.6)	(0.2)	46.23
Outstanding at December 31, 2015	2.6	0.3	48.68
Granted	1.9	0.4	50.63
Vested	(1.4)	(0.1)	41.47
Forfeited	(0.2)	(0.1)	53.42
Outstanding at December 31, 2016	2.9	0.5	52.00
Granted	1.6	—	—
Vested	(1.0)	(0.2)	51.60
Forfeited	(0.3)	—	51.88
Outstanding at December 31, 2017	3.2	0.3	52.30

The fair value of RSUs and restricted stock that vested in 2017, 2016 and 2015 was $76 million, $80 million and $92 million, respectively. The fair value of the restricted stock and the stock-settled RSUs was based upon the UAL common stock price on the date of grant. These awards are accounted for as equity awards. The fair value of the cash-settled RSUs was based on the UAL common stock price as of the last day preceding the settlement date. These awards are accounted for as liability awards. Restricted stock vesting and the recognition of the expense is similar to the stock option vesting described below.

Stock Options . During 2017, UAL granted approximately 36,000 stock options with exercise prices equal to the fair market value of UAL's common stock on the date of grant with a weighted-average exercise price of $77.56 and a weighted-average grant date fair value of approximately $0.7 million. In 2016, UAL granted approximately 0.1 million stock options with exercise prices equal to the fair market value of UAL's common stock on the date of grant and an additional approximately 0.3 million stock options with exercise prices at a 25% premium of the grant date fair market value resulting in a weighted-average exercise price of $56.19 and a weighted-average grant date fair value of approximately $2.3 million. UAL did not grant any stock options in 2015. Expense related to each portion of an option grant is recognized on a straight-line basis over the specific vesting period for those options.

The Company determined the grant date fair value of stock options using a Black Scholes option pricing model, which requires the use of several assumptions. The risk-free interest rate is based on the U.S. treasury yield curve in effect for the expected term of the option at the time of grant. The dividend yield on UAL's common stock was assumed to be zero since UAL did not have any plans to pay dividends at the time of the option grants. The volatility assumptions were based upon historical volatilities of UAL using daily stock price returns equivalent to the expected term of the option. The expected term of the options was determined based upon a simplified assumption that the option will be exercised evenly from vesting to expiration due to the Company's lack of relevant historical data related to stock options.

As of December 31, 2017, there were approximately 0.5 million outstanding stock option awards, 0.1 million of which were exercisable, with weighted-average exercise prices of $51.67 and $34.74, respectively, intrinsic values of $8 million and $5 million, respectively, and weighted-average remaining contractual lives (in years) of 6.3 and 3.7, respectively.

NOTE 6 - ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

The tables below present the components of the Company's AOCI, net of tax (in millions):

	Pension and Other Postretirement Liabilities	Fuel Derivatives Contracts	Investments and Other	Deferred Taxes	Total
Balance at December 31, 2014	$ (472)	$ (499)	$ 8	$ (116)	$(1,079)
Other comprehensive income (loss) before reclassifications	78 (a)	(320)	(5)	88	(159)
Amounts reclassified from accumulated other comprehensive income	31	604	—	(228)	407
Net other comprehensive income (loss)	109	284	(5)	(140)	248
Balance at December 31, 2015	$ (363)	$ (215)	$ 3	$ (256)	$ (831)
Other comprehensive income (loss) before reclassifications	(517)(a)	(4)	—	187	(334)
Amounts reclassified from accumulated other comprehensive income	26	217	(2)	95	336
Net other comprehensive income (loss)	(491)	213	(2)	282	2
Balance at December 31, 2016	$ (854)	$ (2)	$ 1	$ 26	$ (829)
Other comprehensive income (loss) before reclassifications	(306)(a)	—	(7)	74	(239)
Amounts reclassified from accumulated other comprehensive income	58	2	—	(21)	39
Reclassification of stranded tax effects	—	—	—	(118)(b)	(118)
Net other comprehensive income (loss)	(248)	2	(7)	(65)	(318)
Balance at December 31, 2017	$ (1,102)	$ —	$ (6)	$ (39)(c)	$(1,147)

Details about AOCI Components	Amount Reclassified from AOCI to Income			Affected Line Item in the Statement Where Net Income is Presented
	Year Ended December 31,			
	2017	2016	2015	
Fuel derivative contracts				
Fuel contracts-reclassifications of losses into earnings (d)	$ 2	$ 217	$ 604	Aircraft fuel
Pension and Postretirement liabilities				
Amortization of unrecognized (gains) losses and prior service cost (e)	58	26	31	Salaries and related costs
Investments and other				
Available-for-sale securities—reclassifications of gains into earnings	—	(2)	—	Miscellaneous, net

(a) Prior service credits increased by $0 million, $30 million and $0 million and actuarial losses increased by approximately $306 million, $560 million and $78 million for 2017, 2016 and 2015, respectively.
(b) This amount represents the reclassification from AOCI to RE of the stranded tax effects resulting from the enactment of the Tax Act.
(c) Deferred tax balance relates mainly to Pension and Other Postretirement Liabilities.
(d) The last of the Company's fuel hedge derivatives designated for cash flow hedge accounting expired in December 2016. The 2017 amount reclassified from AOCI into fuel expense represents hedge losses on December 2016 settled trades, but for which the associated fuel purchased in December 2016 was not consumed until January 2017. The Company's current strategy is to not enter into transactions to hedge its fuel consumption, although the Company regularly reviews its strategy based on market conditions and other factors.
(e) This AOCI component is included in the computation of net periodic pension and other postretirement costs (see Note 8 of this report for additional information).

Prior to the release of the deferred income tax valuation allowance in the third quarter of 2015, the Company recorded approximately $465 million of valuation allowance adjustments in AOCI. Subsequent to the release of the deferred income tax valuation allowance in 2015, the $465 million debit remained within AOCI, of which $180 million related to losses on fuel hedges designated for hedge accounting and $285 million related to pension and other postretirement liabilities. Accounting rules required the adjustments to remain in AOCI as long as the Company had fuel derivatives designated for cash flow hedge accounting and the Company continues to provide pension and postretirement benefits. In 2016, the Company settled all of its fuel hedges and has not entered into any new fuel derivative contracts for hedge accounting. Accordingly, the Company reclassified the $180 million to income tax expense in 2016.

NOTE 7 - INCOME TAXES

The income tax provision (benefit) differed from amounts computed at the statutory federal income tax rate and consisted of the following significant components, as follows (in millions):

UAL	2017	2016	2015
Income tax provision at statutory rate	$1,050	$1,337	$ 1,477
State income taxes, net of federal income tax benefit	29	38	38
Foreign tax rate differential	(43)	—	—
Foreign income taxes	3	3	4
Nondeductible employee meals	17	16	15
Impact of Tax Act	(192)	—	—
Income tax adjustment from AOCI	—	180	—
State rate change	12	(12)	—
Valuation allowance	(16)	20	(4,662)
Other, net	8	(26)	7
	$ 868	$1,556	$(3,121)
Current	$ (77)	$ (92)	$ 56
Deferred	945	1,648	(3,177)
	$ 868	$1,556	$(3,121)

United	2017	2016	2015
Income tax provision at statutory rate	$1,051	$1,338	$ 1,477
State income taxes, net of federal income tax	29	38	38
Foreign tax rate differential	(43)	—	—
Foreign income taxes	3	3	4
Nondeductible employee meals	17	16	15
Impact of Tax Act	(209)	—	—
Income tax adjustment from AOCI	—	180	—
State rate change	12	(12)	—
Valuation allowance	(16)	20	(4,621)
Other, net	8	(25)	7
	$ 852	$1,558	$(3,080)
Current	$ (77)	$ (92)	$ 56
Deferred	929	1,650	(3,136)
	$ 852	$1,558	$(3,080)

The Company's effective tax rate for the year ended December 31, 2017 differed from the federal statutory rate of 35% primarily because of the provisional one-time income tax benefit of $192 million as a result of the enactment of the Tax Act. This provisional benefit is the result of the remeasurement of deferred tax assets and liabilities, partially offset by a write-down of the employee benefit deferred tax asset for future non-deductible compensation, and a one-time transition tax on foreign earnings and profits. The Company's effective tax rate for the year ended December 31, 2016 differed from the federal statutory rate of

35% primarily because of the non-cash income tax expense of $180 million that was related to losses on fuel derivatives designated for hedge accounting. Subsequent to the release of the valuation allowance in 2015, this deferred income tax expense of $180 million remained in AOCI until all fuel derivatives were settled in December 2016.

Total income tax expense in 2017 includes the provisional one-time transition tax of $19 million on previously deferred foreign earnings. The undistributed cumulative earnings of foreign subsidiaries contributing to the one-time transition tax were $122 million. The Company expects to repatriate these earnings in 2018.

As of December 31, 2017, we had not completed our analysis of all aspects of the Tax Act. However, we have made a provisional estimate for its effect on our existing deferred tax balances and the one-time transition tax. We remeasured certain deferred tax assets and liabilities based on the rates at which they are expected to reverse in the future, which is generally 21%. We are still analyzing certain aspects of the Tax Act and refining our calculations, which could potentially affect the measurement of these balances or potentially give rise to new deferred tax amounts.

Temporary differences and carryforwards that give rise to deferred tax assets and liabilities at December 31, 2017 and 2016 were as follows (in millions):

	UAL		United	
	2017	2016	2017	2016
Deferred income tax asset (liability):				
Federal and state net operating loss ("NOL") carryforwards	$ 601	$ 1,613	$ 574	$ 1,571
Deferred revenue	1,069	2,096	1,069	2,096
Employee benefits, including pension, postretirement and medical	1,051	1,662	1,051	1,662
Alternative minimum tax credit carryforwards	—	116	—	116
Other	351	523	351	522
Less: Valuation allowance	(63)	(68)	(63)	(68)
Total deferred tax assets	$ 3,009	$ 5,942	$ 2,982	$ 5,899
Depreciation	$ (2,431)	$(3,961)	$(2,431)	$(3,961)
Intangibles	(803)	(1,326)	(803)	(1,326)
Total deferred tax liabilities	$ (3,234)	$(5,287)	$(3,234)	$(5,287)
Net deferred tax asset (liability)	$ (225)	$ 655	$ (252)	$ 612

United and its domestic consolidated subsidiaries file a consolidated federal income tax return with UAL. Under an intercompany tax allocation policy, United and its subsidiaries compute, record and pay UAL for their own tax liability as if they were separate companies filing separate returns. In determining their own tax liabilities, United and each of its subsidiaries take into account all tax credits or benefits generated and utilized as separate companies and they are each compensated for the aforementioned tax benefits only if they would be able to use those benefits on a separate company basis.

The Company's federal and state NOL carryforwards relate to prior years' NOLs, which may be used to reduce tax liabilities in future years. These tax benefits are mostly attributable to federal pre-tax NOL carryforwards of $2.4 billion for UAL. If not utilized these federal pre-tax NOLs will expire as follows (in billions): $0.2 in 2026, $0.5 in 2028 and $1.7 thereafter. In addition, for UAL the majority of tax benefits of the state NOLs of $49 million, net of a valuation allowance of $52 million, will expire over a five to 20-year period.

The Company periodically assesses whether it is more likely than not that it will generate sufficient taxable income to realize its deferred income tax assets. The Company establishes valuation allowances if it is not more likely than not that it will realize its deferred income tax assets. In making this determination, the Company considers all available positive and negative evidence and makes certain assumptions. The Company considers, among other things, projected future taxable income, scheduled reversals of deferred tax liabilities, the overall business environment, the Company's historical financial results and tax planning strategies. In evaluating the likelihood of utilizing the Company's net deferred income tax assets, the significant factors that the Company considers include (1) the Company's recent history and forecasted profitability; (2) growth in the U.S. and global economies; and (3) the future impact of taxable temporary differences. In 2015, the Company concluded that its deferred income tax assets were more likely than not to be realized and released almost all of its valuation allowance in 2015, resulting in a $3.1 billion benefit in its provision for income taxes.

The Company has a valuation allowance of $63 million for certain state and local NOLs and credit carryforwards. The Company expects these NOLs and credits will expire unused due to limited carryforward periods. The ability to utilize these state NOLs and credits will be evaluated on a quarterly basis to determine if there are any significant events or any prudent and feasible tax planning strategies that would affect the Company's ability to realize these deferred tax assets.

The Company's unrecognized tax benefits related to uncertain tax positions were $21 million, $74 million and $24 million at December 31, 2017, 2016 and 2015, respectively. Included in the ending balance at December 31, 2017 is $21 million that would affect the Company's effective tax rate if recognized. The changes in unrecognized tax benefits relating to settlements with taxing authorities, unrecognized tax benefits as a result of tax positions taken during a prior period and unrecognized tax benefits relating from a lapse of the statute of limitations were immaterial during 2017, 2016 and 2015. The Company does not expect significant increases or decreases in their unrecognized tax benefits within the next 12 months.

There are no material amounts included in the balance at December 31, 2017 for tax positions for which the ultimate deductibility is highly certain but for which there is uncertainty about the timing of such deductibility.

The Company's federal income tax returns for tax years after 2001 remain subject to examination by the Internal Revenue Service ("IRS") and state taxing jurisdictions. Currently, there are no ongoing examinations of the Company's prior year tax returns being conducted by the IRS.

NOTE 8 - PENSION AND OTHER POSTRETIREMENT PLANS

The following summarizes the significant pension and other postretirement plans of United:

Pension Plans

United maintains two primary defined benefit pension plans, one covering certain pilot employees and another covering certain U.S. non-pilot employees. Each of these plans provide benefits based on a combination of years of benefit accruals service and an employee's final average compensation. Additional benefit accruals are frozen under the plan covering certain pilot employees and management and administrative employees. Benefit accruals for certain non-pilot employees continue. United maintains additional defined benefit pension plans, which cover certain international employees.

Other Postretirement Plans

United maintains postretirement medical programs which provide medical benefits to certain retirees and eligible dependents, as well as life insurance benefits to certain retirees participating in the plan. Benefits provided are subject to applicable contributions, co-payments, deductibles and other limits as described in the specific plan documentation.

Actuarial assumption changes are reflected as a component of the net actuarial gains/(losses) during 2017 and 2016. These amounts will be amortized over the average remaining service life of the covered active employees or the average life expectancy of inactive participants and will impact 2017 and 2016 pension and retiree medical expense as described below.

The following table sets forth the reconciliation of the beginning and ending balances of the benefit obligation and plan assets, the funded status and the amounts recognized in these financial statements for the defined benefit and other postretirement plans (in millions):

	Pension Benefits	
	Year Ended December 31, 2017	Year Ended December 31, 2016
Accumulated benefit obligation:	$ 4,739	$ 4,158
Change in projected benefit obligation:		
Projected benefit obligation at beginning of year	$ 5,253	$ 4,473
Service cost	195	112
Interest cost	220	200
Actuarial loss	525	738
Gross benefits paid and settlements	(366)	(243)
Other	25	(27)
Projected benefit obligation at end of year	$ 5,852	$ 5,253
Change in plan assets:		
Fair value of plan assets at beginning of year	$ 3,355	$ 2,975
Actual return on plan assets	510	230
Employer contributions	419	421
Gross benefits paid and settlements	(366)	(243)
Other	14	(28)
Fair value of plan assets at end of year	$ 3,932	$ 3,355
Funded status—Net amount recognized	$ (1,920)	$ (1,898)

	Pension Benefits	
	December 31, 2017	December 31, 2016
Amounts recognized in the consolidated balance sheets consist of:		
Noncurrent asset	$ 9	$ 2
Current liability	(8)	(8)
Noncurrent liability	(1,921)	(1,892)
Total liability	$ (1,920)	$ (1,898)
Amounts recognized in accumulated other comprehensive loss consist of:		
Net actuarial loss	$ (1,610)	$ (1,482)
Prior service cost	(1)	(1)
Total accumulated other comprehensive loss	$ (1,611)	$ (1,483)

	Other Postretirement Benefits	
	Year Ended December 31, 2017	Year Ended December 31, 2016
Change in benefit obligation:		
Benefit obligation at beginning of year	$ 1,687	$ 2,002
Service cost	13	19
Interest cost	66	86
Plan participants' contributions	68	69
Benefits paid	(178)	(191)
Actuarial loss (gain)	40	(165)
Plan amendments	—	(138)
Other	14	5
Benefit obligation at end of year	$ 1,710	$ 1,687
Change in plan assets:		
Fair value of plan assets at beginning of year	$ 55	$ 56
Actual return on plan assets	1	2
Employer contributions	108	119
Plan participants' contributions	68	69
Benefits paid	(178)	(191)
Fair value of plan assets at end of year	54	55
Funded status—Net amount recognized	$ (1,656)	$ (1,632)

	Other Postretirement Benefits	
	December 31, 2017	December 31, 2016
Amounts recognized in the consolidated balance sheets consist of:		
Current liability	$ (54)	$ (51)
Noncurrent liability	(1,602)	(1,581)
Total liability	$ (1,656)	$ (1,632)
Amounts recognized in accumulated other comprehensive income consist of:		
Net actuarial gain	$ 301	$ 384
Prior service credit	208	245
Total accumulated other comprehensive income	$ 509	$ 629

The following information relates to all pension plans with an accumulated benefit obligation and a projected benefit obligation in excess of plan assets at December 31 (in millions):

	2017	2016
Projected benefit obligation	$ 5,637	$ 5,025
Accumulated benefit obligation	4,567	3,985
Fair value of plan assets	3,709	3,164

Table of Contents

Net periodic benefit cost for the years ended December 31 included the following components (in millions):

	2017		2016		2015	
	Pension Benefits	Other Postretirement Benefits	Pension Benefits	Other Postretirement Benefits	Pension Benefits	Other Postretirement Benefits
Service cost	$ 195	$ 13	$ 112	$ 19	$ 124	$ 21
Interest cost	220	66	200	86	200	82
Expected return on plan assets	(243)	(2)	(216)	(2)	(194)	(2)
Curtailment gain	—	—	—	(107)	—	—
Amortization of unrecognized actuarial (gain) loss	128	(33)	76	(19)	85	(22)
Amortization of prior service credits	—	(37)	—	(31)	—	(32)
Other	5	—	5	—	4	—
Net periodic benefit cost (credit)	$ 305	$ 7	$ 177	$ (54)	$ 219	$ 47

See Note 14 of this report for additional information related to the curtailment gain recorded in 2016.

The estimated amounts that will be amortized in 2018 out of accumulated other comprehensive income (loss) into net periodic benefit cost are as follows (in millions):

	Pension Benefits	Other Postretirement Benefits
Actuarial (gain) loss	$ 132	$ (32)
Prior service (credit) cost	—	(37)

The assumptions used for the benefit plans were as follows:

	Pension Benefits	
Assumptions used to determine benefit obligations	**2017**	**2016**
Discount rate	3.65%	4.18%
Rate of compensation increase	3.89%	3.54%
Assumptions used to determine net expense		
Discount rate	4.19%	4.58%
Expected return on plan assets	7.02%	7.04%
Rate of compensation increase	3.54%	3.53%

	Other Postretirement Benefits	
Assumptions used to determine benefit obligations	**2017**	**2016**
Discount rate	3.63%	4.07%
Assumptions used to determine net expense		
Discount rate	4.07%	4.49%
Expected return on plan assets	3.00%	3.00%
Health care cost trend rate assumed for next year	6.25%	6.50%
Rate to which the cost trend rate is assumed to decline (ultimate trend rate in 2023)	5.00%	5.00%

The Company used the Society of Actuaries' 2014 mortality tables, modified to reflect the Social Security Administration Trustee's Report on current projections regarding expected longevity improvements.

The Company selected the 2017 discount rate for substantially all of its plans by using a hypothetical portfolio of high quality bonds at December 31, 2017, that would provide the necessary cash flows to match projected benefit payments.

We develop our expected long-term rate of return assumption for our defined benefit plans based on historical experience and by evaluating input from the trustee managing the plans' assets. Our expected long-term rate of return on plan assets for these plans is based on a target allocation of assets, which is based on our goal of earning the highest rate of return while maintaining risk at acceptable levels. The plans strive to have assets sufficiently diversified so that adverse or unexpected results from one security class will not have an unduly detrimental impact on the entire portfolio. Plan fiduciaries regularly review our actual asset allocation and the pension plans' investments are periodically rebalanced to our targeted allocation when considered appropriate. United's plan assets are allocated within the following guidelines:

	Percent of Total	Expected Long-Term Rate of Return
Equity securities	27-42 %	9.5 %
Fixed-income securities	30-40	5.5
Alternatives	10-25	7.3
Other	0-10	7.3

One-hundred percent of other postretirement plan assets are invested in a deposit administration fund.

Assumed health care cost trend rates have a significant effect on the amounts reported for the other postretirement plans. A 1% change in the assumed health care trend rate for the Company would have the following additional effects (in millions):

	1% Increase	1% Decrease
Effect on total service and interest cost for the year ended December 31, 2017	$ 11	$ (8)
Effect on postretirement benefit obligation at December 31, 2017	170	(149)

A one percentage point decrease in the weighted average discount rate would increase the Company's postretirement benefit liability by approximately $185 million and increase the estimated 2017 benefits expense by approximately $8 million.

Fair Value Information. Accounting standards require us to use valuation techniques to measure fair value that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized as follows:

Level 1	Unadjusted quoted prices in active markets for assets or liabilities identical to those to be reported at fair value
Level 2	Other inputs that are observable directly or indirectly, such as quoted prices for similar assets or liabilities or market-corroborated inputs
Level 3	Unobservable inputs for which there is little or no market data and which require us to develop our own assumptions about how market participants would price the assets or liabilities

Assets and liabilities measured at fair value are based on the valuation techniques identified in the tables below. The valuation techniques are as follows:

(a) *Market approach.* Prices and other relevant information generated by market transactions involving identical or comparable assets and liabilities; and

(b) *Income approach.* Techniques to convert future amounts to a single current value based on market expectations (including present value techniques, option-pricing and excess earnings models).

The following tables present information about United's pension and other postretirement plan assets at December 31 (in millions):

	2017					2016				
Pension Plan Assets:	Total	Level 1	Level 2	Level 3	Assets Measured at NAV(a)	Total	Level 1	Level 2	Level 3	Assets Measured at NAV(a)
Equity securities funds	$1,406	$ 269	$ 133	$ —	$ 1,004	$1,173	$ 230	$ 111	$ —	$ 832
Fixed-income securities	1,470	—	834	18	618	1,298	—	824	11	463
Alternatives	637	—	—	139	498	586	—	—	134	452
Other investments	419	32	124	172	91	298	47	68	87	96
Total	$3,932	$ 301	$ 1,091	$ 329	$ 2,211	$3,355	$ 277	$ 1,003	$ 232	$ 1,843
Other Postretirement Benefit Plan Assets:										
Deposit administration fund	$ 54	$ —	$ —	$ 54	$ —	$ 55	$ —	$ —	$ 55	$ —

(a) In accordance with the relevant accounting standards, certain investments that are measured at fair value using the net asset value ("NAV") per share (or its equivalent) have not been classified in the fair value hierarchy. These investments are commingled funds that invest in fixed-income instruments including bonds, debt securities, and other similar instruments issued by various U.S. and non-U.S. public- or private-sector entities. Redemption periods for these investments range from daily to annually.

Equity and Fixed-Income. Equities include investments in both developed market and emerging market equity securities. Fixed-income includes primarily U.S. and non-U.S. government fixed-income securities and U.S. and non-U.S corporate fixed-income securities.

Deposit Administration Fund. This investment is a stable value investment product structured to provide investment income.

Alternatives. Alternative investments consist primarily of investments in hedge funds, real estate and private equity interests.

Other investments. Other investments consist of cash, insurance contracts and other funds.

The reconciliation of United's defined benefit plan assets measured at fair value using unobservable inputs (Level 3) for the years ended December 31, 2017 and 2016 is as follows (in millions):

	2017	2016
Balance at beginning of year	$ 287	$ 208
Actual return on plan assets:		
Sold during the year	7	4
Held at year end	16	3
Purchases, sales, issuances and settlements (net)	73	72
Balance at end of year	$ 383	$ 287

Funding requirements for tax-qualified defined benefit pension plans are determined by government regulations. United's contributions reflected above have satisfied its required contributions through the 2017 calendar year. In 2018, employer anticipated contributions to all of United's pension and postretirement plans are at least $420 million and approximately $109 million, respectively.

The estimated future benefit payments, net of expected participant contributions, in United's pension plans and other postretirement benefit plans as of December 31, 2017 are as follows (in millions):

	Pension	Other Postretirement	Other Postretirement—subsidy receipts
2018	$ 305	$ 113	$ 6
2019	326	118	6
2020	331	121	6
2021	357	124	7
2022	369	126	7
Years 2023 – 2027	1,912	646	43

Defined Contribution Plans

Depending upon the employee group, employer contributions consist of matching contributions and/or non-elective employer contributions. United's employer contribution percentages vary from 1% to 16% of eligible earnings depending on the terms of each plan. United recorded contributions to its defined contribution plans of $656 million, $592 million and $522 million in the years ended December 31, 2017, 2016 and 2015, respectively.

Multi-Employer Plans

United’s participation in the IAM National Pension Plan (“IAM Plan”) for the annual period ended December 31, 2017 is outlined in the table below. There have been no significant changes that affect the comparability of 2017 and 2016 contributions. The risks of participating in these multi-employer plans are different from single-employer plans, as United may be subject to additional risks that others do not meet their obligations, which in certain circumstances could revert to United. The IAM Plan reported $414 million in employers’ contributions for the year ended December 31, 2016. For 2016, the Company’s contributions to the IAM Plan represented more than 5% of total contributions to the IAM Plan.

Pension Fund	IAM National Pension Fund
EIN/ Pension Plan Number	51-6031295 - 002
Pension Protection Act Zone Status (2017 and 2016)	Green Zone. Plans in the green zone are at least 80 percent funded.
FIP/RP Status Pending/Implemented	No
United’s Contributions	$50 million, $41 million and $40 million in the years ended December 31, 2017, 2016 and 2015, respectively
Surcharge Imposed	No
Expiration Date of Collective Bargaining Agreement	N/A

At the date the Consolidated Financial Statements were issued, Forms 5500 were not available for the plan year ending in 2017.

Profit Sharing

Substantially all employees participate in profit sharing based on a percentage of pre-tax earnings, excluding special charges, profit sharing expense and share-based compensation. Profit sharing percentages range from 5% to 20% depending on the work group, and in some cases profit sharing percentages vary above and below certain pre-tax margin thresholds. Eligible U.S. co-workers in each participating work group receive a profit sharing payout using a formula based on the ratio of each qualified co-worker’s annual eligible earnings to the eligible earnings of all qualified co-workers in all domestic work groups. Eligible non-U.S. co-workers receive profit sharing based on the calculation under the U.S. profit sharing plan for management and administrative employees. The Company recorded profit sharing and related payroll tax expense of $349 million, $628 million and $698 million in 2017, 2016 and 2015, respectively. Profit sharing expense is recorded as a component of Salaries and related costs in the Company’s statements of consolidated operations.

NOTE 9 - FAIR VALUE MEASUREMENTS AND INVESTMENTS

Fair Value Information. Accounting standards require us to use valuation techniques to measure fair value that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are described in Note 8 of this report. The table below presents disclosures about the fair value of financial assets and liabilities measured at fair value on a recurring basis in the Company's financial statements as of December 31 (in millions):

	2017				2016			
	Total	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3
Cash and cash equivalents	$ 1,482	$ 1,482	$ —	$ —	$ 2,179	$ 2,179	$ —	$ —
Short-term investments:								
Corporate debt	958	—	958	—	835	—	835	—
Asset-backed securities	753	—	753	—	792	—	792	—
Certificates of deposit placed through an account registry service ("CDARS")	120	—	120	—	246	—	246	—
U.S. government and agency notes	113	—	113	—	140	—	140	—
Other fixed-income securities	188	—	188	—	54	—	54	—
Other investments measured at NAV	184	—	—	—	182	—	—	—
Restricted cash	109	109	—	—	124	124	—	—
Long-term investments:								
Equity securities	99	99	—	—	—	—	—	—
Enhanced equipment trust certificates ("EETC")	22	—	—	22	23	—	—	23

Available-for-sale investment maturities —The short-term investments shown in the table above are classified as available-for-sale. As of December 31, 2017, asset-backed securities have remaining maturities of less than one year to approximately 17 years, corporate debt securities have remaining maturities of less than one year to approximately three years and CDARS have maturities of less than one year. U.S. government and other securities have maturities of less than one year to approximately three years. The EETC securities mature in 2019.

Restricted cash —Restricted cash primarily includes cash collateral for letters of credit and collateral associated with obligations for facility leases and workers' compensation.

Equity securities —Equity securities represent United's investment in Azul Linhas Aereas Brasileiras S.A. ("Azul"), which was previously accounted for as a cost-method investment. The fair value of Azul's shares became readily determinable in the second quarter of 2017 upon its initial public offering and the investment is now accounted for as available-for-sale.

Investments presented in the table above have the same fair value as their carrying value. The table below presents the carrying values and estimated fair values of financial instruments not presented in the tables above as of December 31 (in millions):

	Fair Value of Debt by Fair Value Hierarchy Level									
	2017					2016				
	Carrying Amount	Fair Value				Carrying Amount	Fair Value			
		Total	Level 1	Level 2	Level 3		Total	Level 1	Level 2	Level 3
Long-term debt	$ 13,268	$ 13,787	$ —	$ 10,115	$ 3,672	$ 10,767	$ 11,055	$ —	$ 8,184	$ 2,871

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

Description	Fair Value Methodology
Cash and cash equivalents	The carrying amounts approximate fair value because of the short-term maturity of these assets.
Short-term investments, Equity securities, EETC and Restricted cash	Fair value is based on (a) the trading prices of the investment or similar instruments, (b) an income approach, which uses valuation techniques to convert future amounts into a single present amount based on current market expectations about those future amounts when observable trading prices are not available, or (c) broker quotes obtained by third-party valuation services.
Other investments measured at NAV	In accordance with the relevant accounting standards, certain investments that are measured at fair value using the NAV per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in the table above are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the statement of financial position. The investments measured using NAV are shares of mutual funds that invest in fixed-income instruments including bonds, debt securities, and other similar instruments issued by various U.S. and non-U.S. public- or private-sector entities. The Company can redeem its shares at any time at NAV subject to a three-day settlement period.
Long-term debt	Fair values were based on either market prices or the discounted amount of future cash flows using our current incremental rate of borrowing for similar liabilities.

NOTE 10 - DEBT

(In millions)	At December 31, 2017	At December 31, 2016
Secured		
Notes payable, fixed interest rates of 2.88% to 9.52% (weighted average rate of 4.39% as of December 31, 2017), payable through 2028	$ 8,661	$ 7,586
Notes payable, floating interest rates of the London interbank offered rate (“LIBOR”) plus 0.2% to 2.25%, payable through 2028	1,880	1,546
Term loan, LIBOR plus 2.00%, or alternative rate based on certain market rates plus 1.00%, due 2024	1,489	—
Term loan, LIBOR subject to a 0.75% floor, plus 2.50%, or alternative rate based on certain market rates plus 1.50%, due 2019	—	866
Term loan, LIBOR subject to a 0.75% floor, plus 2.75%, or alternative rate based on certain market rates plus 1.75%, due 2021	—	192
Unsecured		
6.375% Senior Notes due 2018 (a)	300	300
6% Senior Notes due 2020 (a)	300	300
4.25% Senior Notes due 2022 (a)	400	—
5% Senior Notes due 2024 (a)	300	—
Other	101	101
	13,431	10,891
Less: unamortized debt discount, premiums and debt issuance costs	(163)	(124)
Less: current portion of long-term debt	(1,565)	(849)
Long-term debt, net	$ 11,703	$ 9,918

(a) UAL is the issuer of this debt. United is a guarantor.

The table below presents the Company’s contractual principal payments (not including debt discount or debt issuance costs) at December 31, 2017 under then-outstanding long-term debt agreements in each of the next five calendar years (in millions):

2018	$ 1,565
2019	1,165
2020	1,170
2021	1,157
2022	1,492
After 2022	6,882
	$ 13,431

Secured debt

2017 Credit and Guaranty Agreement. On March 29, 2017, United and UAL, as borrower and guarantor, respectively, entered into an Amended and Restated Credit and Guaranty Agreement (as amended by the First Amendment to the Amended and Restated Credit and Guaranty Agreement, dated as of November 15, 2017, the “November 2017 Amendment,” and as so amended, the “2017 Credit Agreement”). The 2017 Credit Agreement consists of a $1.5 billion term loan due April 1, 2024, which was used to retire the entire principal balance of the term loans under the credit and guaranty agreement, dated March 27, 2013 (as amended, the “2013 Credit Agreement”), and increased the term loan balance by approximately $440 million. The 2017 Credit Agreement also includes a $2.0 billion revolving credit facility available for drawing until April 1, 2022, which increased the available capacity under the revolving credit facility by $650 million as compared to that in the 2013 Credit Agreement. The primary purpose of the November 2017 Amendment was to reduce the interest rate on borrowings by 0.25%. The obligations of United under the amended 2017 Credit Agreement are secured by liens on certain international route authorities, certain take-off and landing rights and related assets of United.

Borrowings under the 2017 Credit Agreement bear interest at a variable rate equal to LIBOR plus a margin of 2.00% per annum, or another rate based on certain market interest rates, plus a margin of 1.00% per annum. The principal amount of the term loan must be repaid in consecutive quarterly installments of 0.25% of the original principal amount thereof, commencing on June 30, 2017, with any unpaid balance due on April 1, 2024. United may prepay all or a portion of the loan from time to time, at par plus accrued and unpaid interest. United pays a commitment fee equal to 0.75% per annum on the undrawn amount available under the revolving credit facility.

As of December 31, 2017, United had its entire capacity of $2.0 billion available under the revolving credit facility of the Company's 2017 Credit Agreement.

As of December 31, 2017, United had cash collateralized $75 million of letters of credit. United also had $362 million of surety bonds securing various obligations at December 31, 2017. Most of the letters of credit have evergreen clauses and are expected to be renewed on an annual basis. The surety bonds have expiration dates through 2021.

EETCs. As of December 31, 2017, United had $8.6 billion principal amount of equipment notes outstanding issued under EETC financings included in notes payable in the table of outstanding debt above. Generally, the structure of these EETC financings consists of pass-through trusts created by United to issue pass-through certificates, which represent fractional undivided interests in the respective pass-through trusts and are not obligations of United. The proceeds of the issuance of the pass-through certificates are used to purchase equipment notes which are issued by United and secured by its aircraft. The payment obligations under the equipment notes are those of United. Proceeds received from the sale of pass-through certificates are initially held by a depositary in escrow for the benefit of the certificate holders until United issues equipment notes to the trust, which purchases such notes with a portion of the escrowed funds. These escrowed funds are not guaranteed by United and are not reported as debt on United's consolidated balance sheet because the proceeds held by the depositary are not United's assets.

In February 2018, November 2017, September 2016 and June 2016, United created separate EETC pass-through trusts, each of which issued pass-through certificates. The proceeds of the issuance of the pass-through certificates are used to purchase equipment notes issued by United and secured by its aircraft. The Company records the debt obligation upon issuance of the equipment notes rather than upon the initial issuance of the pass-through certificates. Certain details of the pass-through trusts with proceeds received from issuance of debt in 2017 are as follows (in millions, except stated interest rate):

EETC Date	Class	Principal	Final expected distribution date	Stated interest rate	Total debt recorded as of December 31, 2017	Proceeds received from issuance of debt during 2017	Remaining proceeds from issuance of debt to be received in future periods
February 2018	AA	$ 677	March 2030	3.50%	$ —	$ —	$ 677
February 2018	A	258	March 2030	3.70%	—	—	258
November 2017	B	258	January 2026	3.65%	258	258	—
November 2017	B	236	October 2025	3.65%	236	236	—
September 2016	AA	637	October 2028	2.875%	637	557	—
September 2016	A	283	October 2028	3.10%	283	247	—
June 2016	AA	729	July 2028	3.10%	729	319	—
June 2016	A	324	July 2028	3.45%	324	142	—
		$ 3,402			$ 2,467	$ 1,759	$ 935

In 2017, United borrowed approximately $497 million aggregate principal amount from various financial institutions to finance the purchase of several aircraft delivered in 2017. The notes evidencing these borrowings, which are secured by the related aircraft, mature in 2027 and have interest rates comprised of the LIBOR plus a specified margin.

Unsecured debt

4.25% Senior Notes due 2022. In September 2017, UAL issued $400 million aggregate principal amount of 4.25% Senior Notes due October 1, 2022 (the “4.25% Senior Notes due 2022”). These notes are fully and unconditionally guaranteed and recorded by United on its balance sheet as debt. The indenture for the 4.25% Senior Notes due 2022 requires UAL to offer to repurchase the notes for cash if certain changes of control of UAL occur at a purchase price equal to 101% of the principal amount of notes repurchased plus accrued and unpaid interest.

5% Senior Notes due 2024. In January 2017, UAL issued $300 million aggregate principal amount of 5% Senior Notes due February 1, 2024 (the “5% Senior Notes due 2024”). These notes are fully and unconditionally guaranteed and recorded by United on its balance sheet as debt. The indenture for the 5% Senior Notes due 2024 requires UAL to offer to repurchase the notes for cash if certain changes of control of UAL occur at a purchase price equal to 101% of the principal amount of notes repurchased plus accrued and unpaid interest.

As of December 31, 2017, UAL and United were in compliance with their respective debt covenants. The collateral, covenants and cross default provisions of the Company's principal debt instruments that contain such provisions are summarized in the table below:

Debt Instrument	Collateral, Covenants and Cross Default Provisions
Various equipment notes and other notes payable	Secured by certain aircraft. The indentures contain events of default that are customary for aircraft financing, including in certain cases cross default to other related aircraft.
Credit Agreement	Secured by certain of United's international route authorities, specified take-off and landing slots at certain airports and certain other assets. The 2017 Credit Agreement requires the Company to maintain at least $2.0 billion of unrestricted liquidity at all times, which includes unrestricted cash, short-term investments and any undrawn amounts under any revolving credit facility, and to maintain a minimum ratio of appraised value of collateral to the outstanding obligations under the 2017 Credit Agreement of 1.6 to 1.0 at all times. The 2017 Credit Agreement contains covenants that, among other things, restrict the ability of UAL and its restricted subsidiaries (as defined in the 2017 Credit Agreement) to incur additional indebtedness and to pay dividends on or repurchase stock, although the Company currently has ample ability under these restrictions to repurchase stock under the Company's share repurchase program. The 2017 Credit Agreement contains events of default customary for this type of financing, including a cross default and cross acceleration provision to certain other material indebtedness of the Company.
6.375% Senior Notes due 2018 6% Senior Notes due 2020 4.25% Senior Notes due 2022 5% Senior Notes due 2024	The indentures for these notes contain covenants that, among other things, restrict the ability of the Company and its restricted subsidiaries (as defined in the indentures) to incur additional indebtedness and pay dividends on or repurchase stock, although the Company currently has ample ability under these restrictions to repurchase stock under the Company's share repurchase program.

NOTE 11 - LEASES AND CAPACITY PURCHASE AGREEMENTS

United leases aircraft, airport passenger terminal space, aircraft hangars and related maintenance facilities, cargo terminals, other airport facilities, other commercial real estate, office and computer equipment and vehicles.

At December 31, 2017, United's scheduled future minimum lease payments under operating leases having initial or remaining noncancelable lease terms of more than one year, aircraft leases, including aircraft rent under CPAs and capital leases (substantially all of which are for aircraft) were as follows (in millions):

	Capital Leases (a)	Facility and Other Operating Leases	Aircraft Operating Leases
2018	$ 200	$ 1,234	$ 1,038
2019	133	1,075	855
2020	113	1,169	628
2021	110	935	510
2022	105	797	388
After 2022	1,156	6,109	1,513
Minimum lease payments	$ 1,817	$ 11,319	$ 4,932
Imputed interest	(693)		
Present value of minimum lease payments	1,124		
Current portion	(128)		
Long-term obligations under capital leases	$ 996		

(a) Includes airport construction projects managed by United in which United has construction risk, including project cost overruns. The Company recorded an asset for project costs and a related liability equal to project costs funded by parties other than United. As of December 31, 2017, United had an asset balance of $814 million recorded in operating property and equipment and $777 million recorded in current and long-term obligations under capital leases for these airport construction projects.

As of December 31, 2017, United's aircraft capital lease minimum payments relate to leases of 31 mainline and 43 regional aircraft as well as to leases of nonaircraft assets. Imputed interest rate ranges are 3.5% to 20.8%.

Aircraft operating leases have initial terms of five to 26 years, with expiration dates ranging from 2018 through 2029. Under the terms of most leases, United has the right to purchase the aircraft at the end of the lease term, in some cases, at fair market value, and in others, at fair market value or a percentage of cost.

During 2015, the Company reached an agreement with AerCap Holdings N.V., a major aircraft leasing company, to lease used Airbus S.A.S ("Airbus") A319s. Eleven aircraft have been delivered since the inception of this agreement, and seven more aircraft are expected to be delivered between 2019 and 2020. In addition, United has options for seven more A319 aircraft, subject to certain conditions.

United is the lessee of real property under long-term operating leases at a number of airports where we are also the guarantor of approximately $1.4 billion of underlying debt and interest thereon as of December 31, 2017. These leases are typically with municipalities or other governmental entities, which are excluded from the consolidation requirements concerning a variable interest entity ("VIE"). To the extent United's leases and related guarantees are with a separate legal entity other than a governmental entity, United is not the primary beneficiary because the lease terms are consistent with market terms at the inception of the lease and the lease does not include a residual value guarantee, fixed-price purchase option, or similar feature. United has facility operating leases that extend to 2054.

United's nonaircraft rent expense was approximately $1.3 billion, $1.2 billion and $1.3 billion for the years ended December 31, 2017, 2016 and 2015, respectively.

In addition to nonaircraft rent and aircraft rent, which is separately presented in the consolidated statements of operations, United had aircraft rent related to regional aircraft operating leases, which is included as part of Regional capacity purchase expense in United's consolidated statement of operations, of $458 million, $439 million and $461 million for the years ended December 31, 2017, 2016 and 2015, respectively.

In connection with UAL Corporation's and United Air Lines, Inc.'s (predecessors to UAL and United) fresh-start reporting requirements upon their exit from Chapter 11 bankruptcy protection in 2006 and the Company's acquisition accounting adjustments related to the Company's merger transaction in 2010, lease valuation adjustments for operating leases were initially recorded in the consolidated balance sheet, representing the net present value of the differences between contractual lease rates and the fair market lease rates for similar leased assets at the time. An asset (liability) results when the contractual lease rates are more (less) favorable than market lease terms at the valuation date. The lease valuation adjustment is amortized on a straight-line basis as an increase (decrease) to rent expense over the individual applicable remaining lease terms, resulting in recognition of rent expense as if United had entered into the leases at market rates. The related remaining lease terms, primarily related to aircraft which make up the majority of the fair value lease adjustment balance, are one to seven years for United. The lease valuation adjustments are classified within other noncurrent liabilities and the net accretion amounts are $79 million, $82 million and $107 million for the years ended December 31, 2017, 2016 and 2015, respectively.

Regional CPAs

United has contractual relationships with various regional carriers to provide regional aircraft service branded as United Express. Under these CPAs, the Company pays the regional carriers contractually agreed fees (carrier costs) for operating these flights plus a variable reimbursement (incentive payment for operational performance) based on agreed performance metrics, subject to annual inflation adjustments. The fees for carrier costs are based on specific rates for various operating expenses of the regional carriers, such as crew expenses, maintenance and aircraft ownership, some of which are multiplied by specific operating statistics (e.g., block hours, departures), while others are fixed monthly amounts. Under these CPAs, the Company is responsible for all fuel costs incurred, as well as landing fees and other costs, which are either passed through by the regional carrier to the Company without any markup or directly incurred by the Company. United's CPAs are for 518 regional aircraft as of December 31, 2017, and the CPAs have terms expiring through 2029. Aircraft operated under CPAs include aircraft leased directly from the regional carriers and those owned by United or leased from third-party lessors and operated by the regional carriers. See Part I, Item 2, Properties, of this report for additional information.

In 2017, United entered into a five-year CPA with Air Wisconsin Airlines for regional service under the United Express brand to operate up to 65 CRJ200 aircraft. In addition, United extended the term of its existing CPA with ExpressJet Airlines to operate up to approximately 125 aircraft through December 31, 2022. In January 2018, United removed all Bombardier Q200 turboprop aircraft and Embraer ERJ 135 aircraft from service.

United holds a minority equity interest in two of its regional carriers, Champlain Enterprises, Inc. and Republic Airways Holdings, Inc. The contracts with these related parties are executed in the ordinary course of business. United recorded approximately $538 million, $486 million and $366 million in expenses related to its capacity purchase agreements with these regional carriers for the years ended December 31, 2017, 2016 and 2015, respectively. There were approximately $24 million and $32 million in accounts payable due to these companies as of December 31, 2017 and December 31, 2016, respectively. There were no material accounts receivable due from these companies as of December 31, 2017 and December 31, 2016.

Our future commitments under our CPAs are dependent on numerous variables, and are, therefore, difficult to predict. The most important of these variables is the number of scheduled block hours. Although we are not required to purchase a minimum number of block hours under certain of our CPAs, we have set forth below estimates of our future payments under the CPAs based on our assumptions. United's estimates of its future payments under all of the CPAs do not include the portion of the underlying obligation for any aircraft leased to a regional carrier or deemed to be leased from other regional carriers and facility rent that are disclosed as part of aircraft and nonaircraft operating leases. For purposes of calculating these estimates, we have assumed (1) the number of block hours flown is based on our anticipated level of flight activity or at any contractual minimum utilization levels if applicable, whichever is higher, (2) that we will reduce the fleet as rapidly as contractually allowed under each CPA, (3) that aircraft utilization, stage length and load factors will remain constant, (4) that each carrier's operational performance will remain at historic levels and (5) an annual projected inflation rate. These amounts exclude variable pass-through costs such as fuel and landing fees, among others. Based on these assumptions as of December 31, 2017, our future payments through the end of the terms of our CPAs are presented in the table below (in billions):

2018	$	2.0
2019		1.8
2020		1.6
2021		1.5
2022		1.4
After 2022		3.2
	$	11.5

The actual amounts we pay to our regional operators under CPAs could differ materially from these estimates. For example, a 10% increase or decrease in scheduled block hours for all of United's regional operators (whether as a result of changes in average daily utilization or otherwise) in 2018 would result in a corresponding change in annual cash obligations under the CPAs of approximately $147 million.

NOTE 12 - VARIABLE INTEREST ENTITIES

Variable interests are contractual, ownership or other monetary interests in an entity that change with fluctuations in the fair value of the entity's net assets exclusive of variable interests. A VIE can arise from items such as lease agreements, loan arrangements, guarantees or service contracts. An entity is a VIE if (a) the entity lacks sufficient equity or (b) the entity's equity holders lack power or the obligation and right as equity holders to absorb the entity's expected losses or to receive its expected residual returns. Therefore, if the equity owners as a group do not have the power to direct the entity's activities that most significantly impact its economic performance, the entity is a VIE.

If an entity is determined to be a VIE, the entity must be consolidated by the primary beneficiary. The primary beneficiary is the holder of the variable interests that has the power to direct the activities of a VIE that (i) most significantly impact the VIE's economic performance and (ii) has the obligation to absorb losses of or the right to receive benefits from the VIE that could potentially be significant to the VIE. Therefore, the Company must identify which activities most significantly impact the VIE's economic performance and determine whether it, or another party, has the power to direct those activities.

The Company's evaluation of its association with VIEs is described below:

Aircraft Leases . We are the lessee in a number of operating leases covering the majority of our leased aircraft. The lessors are trusts established specifically to purchase, finance and lease aircraft to us. These leasing entities meet the criteria for VIEs. We are generally not the primary beneficiary of the leasing entities if the lease terms are consistent with market terms at the inception of the lease and do not include a residual value guarantee, fixed-price purchase option or similar feature that obligates us to absorb decreases in value or entitles us to participate in increases in the value of the aircraft. This is the case for many of our operating leases; however, leases of 38 mainline jet aircraft contain a fixed-price purchase option that allow United to purchase the aircraft at predetermined prices on specified dates during the lease term. Additionally, leases covering 158 leased regional jet aircraft contain an option to purchase the aircraft at the end of the lease term at prices that, depending on market conditions, could be below fair value. United has not consolidated the related trusts because, even taking into consideration these purchase options, United is still not the primary beneficiary. United's maximum exposure under these leases is the remaining lease payments, which are reflected in future lease commitments in Note 11 of this report.

EETCs. United evaluated whether the pass-through trusts formed for its EETC financings, treated as either debt or aircraft operating leases, are VIEs required to be consolidated by United under applicable accounting guidance, and determined that the pass-through trusts are VIEs. Based on United's analysis as described below, United determined that it does not have a variable interest in the pass-through trusts.

The primary risk of the pass-through trusts is credit risk (i.e. the risk that United, the issuer of the equipment notes, may be unable to make its principal and interest payments). The primary purpose of the pass-through trust structure is to enhance the credit worthiness of United's debt obligation through certain bankruptcy protection provisions, a liquidity facility (in certain of the EETC structures) and improved loan-to-value ratios for more senior debt classes. These credit enhancements lower United's total borrowing cost. Pass-through trusts are established to receive principal and interest payments on the equipment notes purchased by the pass-through trusts from United and remit these proceeds to the pass-through trusts' certificate holders.

United does not invest in or obtain a financial interest in the pass-through trusts. Rather, United has an obligation to make interest and principal payments on its equipment notes held by the pass-through trusts. United did not intend to have any voting or non-voting equity interest in the pass-through trusts or to absorb variability from the pass-through trusts. Based on this analysis, the Company determined that it is not required to consolidate the pass-through trusts.

NOTE 13 - COMMITMENTS AND CONTINGENCIES

Commitments. As of December 31, 2017, United had firm commitments and options to purchase aircraft from The Boeing Company ("Boeing") and Airbus presented in the table below:

Aircraft Type	Number of Firm Commitments (a)
Airbus A350	45
Boeing 737 MAX	161
Boeing 777-300ER	4
Boeing 787	18

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

The aircraft listed in the table above are scheduled for delivery from 2018 through 2027. In 2018, United expects to take delivery of 10 Boeing 737 MAX aircraft, seven Boeing 787 aircraft and four Boeing 777-300ER aircraft. To the extent the Company and the aircraft manufacturers with whom the Company has existing orders for new aircraft agree to modify the contracts governing those orders, the amount and timing of the Company's future capital commitments could change. Additionally, the Company has entered into a contract to purchase three used Boeing 767-300ER aircraft from Hawaiian Airlines, Inc. with expected delivery dates in the second half of 2018.

The table below summarizes United's commitments as of December 31, 2017, which primarily relate to the acquisition of aircraft and related spare engines, aircraft improvements and include other capital purchase commitments for the years ended December 31 (in billions). Any new firm aircraft orders, including through the exercise of purchase options and purchase rights, will increase the total future capital commitments of the Company.

2018	$ 3.2
2019	2.9
2020	2.1
2021	2.4
2022	1.8
After 2022	9.8
	$ 22.2

In February 2018, the Company secured $935 million of EETC financing to finance certain aircraft deliveries in 2017 and the first half of 2018. The Company has also secured backstop financing commitments from certain of its aircraft manufacturers for a limited number of its future aircraft deliveries, subject to certain customary conditions. Financing may be necessary to satisfy the Company's capital commitments for its firm order aircraft and other related capital expenditures.

Legal and Environmental. The Company has certain contingencies resulting from litigation and claims incident to the ordinary course of business. As of December 31, 2017, management believes, after considering a number of factors, including (but not limited to) the information currently available, the views of legal counsel, the nature of contingencies to which the Company is subject and prior experience, that the ultimate disposition of the litigation and claims will not materially affect the Company's consolidated financial position or results of operations. The Company records liabilities for legal and environmental claims when a loss is probable and reasonably estimable. These amounts are recorded based on the Company's assessments of the likelihood of their eventual disposition.

Guarantees and Indemnifications. In the normal course of business, the Company enters into numerous real estate leasing and aircraft financing arrangements that have various guarantees included in the contracts. These guarantees are primarily in the form of indemnities under which the Company typically indemnifies the lessors and any tax/financing parties against tort liabilities that arise out of the use, occupancy, operation or maintenance of the leased premises or financed aircraft. Currently, the Company believes that any future payments required under these guarantees or indemnities would be immaterial, as most tort liabilities and related indemnities are covered by insurance (subject to deductibles). Additionally, certain leased premises such as fueling stations or storage facilities include indemnities of such parties for any environmental liability that may arise out of or relate to the use of the leased premises.

As of December 31, 2017, United is the guarantor of approximately $1.8 billion in aggregate principal amount of tax-exempt special facilities revenue bonds and interest thereon. These bonds, issued by various airport municipalities, are payable solely from rentals paid under long-term agreements with the respective governing bodies. The leasing arrangements associated with $1.4 billion of these obligations are accounted for as operating leases with the associated expense recorded on a straight-line basis resulting in ratable accrual of the lease obligation over the expected lease term. These tax-exempt special facilities revenue bonds are included in our lease commitments disclosed in Note 11 of this report. The leasing arrangements associated with approximately $441 million of these obligations are accounted for as capital leases. All of these bonds are due between 2019 and 2038.

Increased Cost Provisions. In United's financing transactions that include loans, United typically agrees to reimburse lenders for any reduced returns with respect to the loans due to any change in capital requirements and, in the case of loans in which the interest rate is based on LIBOR, for certain other increased costs that the lenders incur in carrying these loans as a result of any change in law, subject, in most cases, to obligations of the lenders to take certain limited steps to mitigate the requirement for, or the amount of, such increased costs. At December 31, 2017, the Company had $3.4 billion of floating rate debt and $60 million of fixed rate debt, with remaining terms of up to 11 years, that are subject to these increased cost provisions. In several financing transactions involving loans or leases from non-U.S. entities, with remaining terms of up to 11 years and an aggregate balance of $3.3 billion, the Company bears the risk of any change in tax laws that would subject loan or lease payments thereunder to non-U.S. entities to withholding taxes, subject to customary exclusions.

As of December 31, 2017, United is the guarantor of $157 million of aircraft mortgage debt issued by one of United's regional carriers. The aircraft mortgage debt is subject to similar increased cost provisions as described above for the Company's debt, and the Company would potentially be responsible for those costs under the guarantees.

Fuel Consortia. United participates in numerous fuel consortia with other air carriers at major airports to reduce the costs of fuel distribution and storage. Interline agreements govern the rights and responsibilities of the consortia members and provide for the allocation of the overall costs to operate the consortia based on usage. The consortia (and in limited cases, the participating carriers) have entered into long-term agreements to lease certain airport fuel storage and distribution facilities that are typically financed through tax-exempt bonds (either special facilities lease revenue bonds or general airport revenue bonds), issued by various local municipalities. In general, each consortium lease agreement requires the consortium to make lease payments in amounts sufficient to pay the maturing principal and interest payments on the bonds. As of December 31, 2017, approximately $1.5 billion principal amount of such bonds were secured by significant fuel facility leases in which United participates, as to which United and each of the signatory airlines has provided indirect guarantees of the debt. As of December 31, 2017, the Company's contingent exposure was approximately $244 million principal amount of such bonds based on its recent consortia participation. The Company's contingent exposure could increase if the participation of other air carriers decreases. The guarantees will expire when the tax-exempt bonds are paid in full, which ranges from 2022 to 2049. The Company did not record a liability at the time these indirect guarantees were made.

Regional Capacity Purchase. As of December 31, 2017, United had 257 call options to purchase regional jet aircraft being operated by certain of its regional carriers with contract dates extending until 2029. These call options are exercisable upon wrongful termination or breach of contract, among other conditions. None of the call options were exercisable at December 31, 2017.

Credit Card Processing Agreements. The Company has agreements with financial institutions that process customer credit card transactions for the sale of air travel and other services. Under certain of the Company's credit card processing agreements, the financial institutions in certain circumstances have the right to require that the Company maintain a reserve equal to a portion of advance ticket sales that has been processed by that financial institution, but for which the Company has not yet provided the air transportation. Such financial institutions may require additional cash or other collateral reserves to be established or additional withholding of payments related to receivables collected if the Company does not maintain certain minimum levels of unrestricted cash, cash equivalents and short-term investments (collectively, "Unrestricted Liquidity"). The Company's current level of Unrestricted Liquidity is substantially in excess of these minimum levels.

Labor Negotiations. As of December 31, 2017, United, including its subsidiaries, had approximately 89,800 employees. Approximately 80% of United's employees were represented by various U.S. labor organizations as of December 31, 2017. The agreement with the International Brotherhood of Teamsters (the "IBT") contains provisions that require the Company to align contract terms with other airlines' workgroups under certain conditions.

UNITE HERE is attempting to organize United's Catering Operations employees, who are currently unrepresented, and filed an application to do so with the National Mediation Board on January 24, 2018.

Table of Contents

NOTE 14 - SPECIAL CHARGES

Special charges in the statements of consolidated operations consisted of the following for the years ended December 31 (in millions):

Operating:	2017	2016	2015
Severance and benefit costs	$ 116	$ 37	$ 107
Impairment of assets	25	412	79
Cleveland airport lease restructuring	—	74	—
Labor agreement costs	—	64	18
(Gains) losses on sale of assets and other special charges	35	51	122
Total operating special charges	176	638	326
Nonoperating:			
(Gains) losses on extinguishment of debt and other	—	(1)	202
Total operating and nonoperating special charges before income taxes	176	637	528
Income tax benefit related to special charges	(63)	(229)	(11)
Income tax adjustments (Notes 6 and 7)	(192)	180	(3,130)
Total operating and nonoperating special charges, net of income taxes and income tax adjustments	$ (79)	$ 588	$ (2,613)

2017

During 2017, the Company recorded $83 million ($53 million net of taxes) of severance and benefit costs related to a voluntary early-out program for its technicians and related employees represented by the IBT. In the first quarter of 2017, approximately 1,000 technicians and related employees elected to voluntarily separate from the Company and will receive a severance payment, with a maximum value of $100,000 per participant, based on years of service, with retirement dates through early 2019. Also during 2017, the Company recorded $33 million ($21 million net of taxes) of severance primarily related to its management reorganization initiative.

During 2017 the Company recorded a $10 million ($6 million net of taxes) impairment charge related to obsolete spare parts inventory and a $15 million ($10 million net of taxes) intangible asset impairment charge related to a maintenance service agreement.

2016

In April 2016, the Federal Aviation Administration ("FAA") announced that it will designate Newark Liberty International Airport ("Newark") as a Level 2 schedule-facilitated airport under the International Air Transport Association Worldwide Slot Guidelines. The designation was associated with an updated demand and capacity analysis of Newark by the FAA. In 2016, the Company determined that the FAA's action impaired the entire value of its Newark slots because the slots are no longer the mechanism that governs take-off and landing rights. Accordingly, the Company recorded a $412 million special charge ($264 million net of taxes) to write off the intangible asset.

In 2016, the City of Cleveland agreed to amend the Company's lease, which runs through 2029, associated with certain excess airport terminal space (principally Terminal D) and related facilities at Hopkins International Airport ("Cleveland"). The Company recorded an accrual for remaining payments under the lease for facilities that the Company no longer uses and will continue to incur costs under the lease without economic benefit to the Company. This liability was measured and recorded at its fair value when the Company ceased its right to use such facilities leased to it pursuant to the lease. The Company recorded a net charge of $74 million ($47 million net of taxes) related to the amended lease.

The fleet service, passenger service, storekeeper and other employees represented by the International Association of Machinists and Aerospace Workers (the “IAM”) ratified seven new contracts with the Company which extended the contracts through 2021. The technicians and related employees represented by the IBT ratified a six-year joint collective bargaining agreement which extended the contract through 2022. During 2016, the Company recorded $171 million ($110 million net of taxes) of special charges primarily for payments in conjunction with the IAM and IBT agreements described above. As part of the ratified contract with the IBT, the Company amended some of its technicians and related employees’ postretirement medical plans. The amendments triggered curtailment accounting, resulting in the recognition of a one-time $60 million gain ($38 million net of taxes) for accelerated recognition of a prior service credit in one of the plans. Also, as part of the ratified contract with the Association of Flight Attendants, the Company amended two of its flight attendant postretirement medical plans. The amendments triggered curtailment accounting, resulting in the recognition of a one-time $47 million gain ($30 million net of taxes) for accelerated recognition of a prior service credit.

During 2016, the Company recorded $37 million ($24 million net of taxes) of severance and benefit costs related to a voluntary early-out program for the Company’s flight attendants and other severance agreements. In 2014, more than 2,500 flight attendants elected to voluntarily separate from the Company for a severance payment, with a maximum value of $100,000 per participant, based on years of service, with retirement dates through the end of 2016.

2015

During its annual assessment in the fourth quarter, the Company recorded $33 million ($22 million net of related income tax benefit) related to the impairment of its indefinite-lived intangible assets (certain domestic slots and international Pacific routes), $8 million for the write-off of unexercised aircraft purchase options and $7 million for inventory held for sale. For the full-year 2015, the Company also recorded other impairments, including $10 million for discontinued internal software projects and $10 million for the impairment of several engines held for sale.

The Company recorded $107 million of severance and benefit costs primarily related to a voluntary early-out program for its flight attendants. In 2014, more than 2,500 flight attendants elected to voluntarily separate from the Company for a severance payment, with a maximum value of $100,000 per participant, based on years of service, with retirement dates through the end of 2016.

During 2015, the Company also recorded $18 million related to collective bargaining agreements, $60 million of integration-related costs primarily related to systems integration and training for employees, $32 million related to charges for settlements in connection with legal matters, $16 million for the cease use of an aircraft under lease and $14 million for losses on the sale of aircraft and other miscellaneous gains and losses.

The Company recorded $202 million of losses as part of Nonoperating income (expense): Miscellaneous, net due primarily to the write-off of $134 million related to the unamortized non-cash debt discount from the extinguishment of the 6% Notes due 2026 and the 6% Notes due 2028. During 2015, the Company also recorded a $61 million foreign exchange loss related to its cash holdings in Venezuela. The Venezuelan government has maintained currency controls and fixed official exchange rates (i.e. Sistema Complementario de Administracion de Divisas (“SICAD”), and Sistema Marginal de Divisas (“SIMADI”)) for many years. Previously, airlines were permitted to use the more favorable SICAD rate (13.5 Venezuelan bolivars to one U.S. dollar) if repatriating profits and for payments of local goods and services in Venezuela. During 2015, many of the payments for local goods and services transitioned to utilizing the SIMADI rate (200 Venezuelan bolivars to one U.S. dollar) or were required to be paid in U.S. dollars. Furthermore, the Venezuelan government has not permitted the exchange and repatriations of local currency since mid-2014. As a result, the Company changed the exchange rate from historical SICAD rates to a combination of SIMADI and SICAD rates based on projections of future cash payments. Including this adjustment, the Company's resulting cash balance held in Venezuelan bolivars at December 31, 2015 was approximately $13 million.

Accrual Activity

Activity related to the accruals for severance and medical costs and future lease payments on permanently grounded aircraft is as follows (in millions):

	Severance/ Benefit Costs	Permanently Grounded Aircraft
Balance at December 31, 2014	$ 109	$ 102
Accrual	107	30
Payments	(189)	(54)
Balance at December 31, 2015	27	78
Accrual and related adjustments	37	(17)
Payments	(50)	(20)
Balance at December 31, 2016	14	41
Accrual	116	(4)
Payments	(93)	(15)
Balance at December 31, 2017	$ 37	$ 22

The Company's accrual and payment activity is primarily related to severance and other compensation expense associated with voluntary employee early retirement programs.

NOTE 15 - SEGMENT INFORMATION

Operating segments are defined as components of an enterprise with separate financial information, which are evaluated regularly by the chief operating decision maker and are used in resource allocation and performance assessments.

The Company deploys its aircraft across its route network through a single route scheduling system to maximize its value. When making resource allocation decisions, the Company's chief operating decision maker evaluates flight profitability data, which considers aircraft type and route economics. The Company's chief operating decision maker makes resource allocation decisions to maximize the Company's consolidated financial results. Managing the Company as one segment allows management the opportunity to maximize the value of its route network.

The Company's operating revenue by principal geographic region (as defined by the U.S. Department of Transportation) for the years ended December 31 is presented in the table below (in millions):

	2017	2016	2015
Domestic (U.S. and Canada)	$ 23,131	$ 22,202	$ 21,931
Pacific	4,898	4,959	5,498
Atlantic	6,285	6,157	7,068
Latin America	3,422	3,238	3,367
Total	$ 37,736	$ 36,556	$ 37,864

The Company attributes revenue among the geographic areas based upon the origin and destination of each flight segment. The Company's operations involve an insignificant level of dedicated revenue-producing assets in geographic regions as the overwhelming majority of the Company's revenue producing assets (primarily U.S. registered aircraft) can be deployed in any of its geographic regions.

NOTE 16 - SELECTED QUARTERLY FINANCIAL DATA (UNAUDITED)

UAL	Quarter Ended			
(In millions, except per share amounts)	March 31	June 30	September 30	December 31
2017				
Operating revenue	$ 8,420	$ 10,000	$ 9,878	$ 9,438
Income from operations	278	1,399	1,092	729
Net income	96	818	637	580
Basic earnings per share	0.31	2.67	2.12	1.99
Diluted earnings per share	0.31	2.66	2.12	1.99
2016				
Operating revenue	$ 8,195	$ 9,396	$ 9,913	$ 9,052
Income from operations	649	1,060	1,624	1,005
Net income	313	588	965	397
Basic earnings per share	0.88	1.78	3.02	1.26
Diluted earnings per share	0.88	1.78	3.01	1.26

UAL's quarterly financial data is subject to seasonal fluctuations and historically its second and third quarter financial results, which reflect higher travel demand, are better than its first and fourth quarter financial results. UAL's quarterly results were impacted by the following significant items (in millions):

	Quarter Ended			
	March 31	June 30	September 30	December 31
2017				
Operating:				
Severance and benefit costs	$ 37	$ 41	$ 23	$ 15
Impairment of assets	—	—	15	10
(Gains) losses on sale of assets and other special charges	14	3	12	6
Total operating special charges	51	44	50	31
Income taxes:				
Income tax benefit related to special charges	(18)	(16)	(18)	(11)
Income tax adjustments (Note 7)	—	—	—	(192)
Total operating special charges, net of income taxes and income tax adjustments	$ 33	$ 28	$ 32	$ (172)
2016				
Operating:				
Labor agreement costs and related items	$ 100	$ 10	$ 14	$ (60)
Cleveland airport lease restructuring	74	—	—	—
Severance and benefit costs	8	6	13	10
Impairment of assets	—	412	—	—
(Gains) losses on sale of assets and other special charges	8	6	18	19
Total operating special charges	190	434	45	(31)
Nonoperating and income taxes:				
Losses (gain) on extinguishment of debt and other	8	(9)	—	—
Income tax expense (benefit) related to special charges	(72)	(153)	(16)	12
Income tax adjustments (Note 6)	—	—	—	180
Total operating and nonoperating special charges, net of income taxes and income tax adjustments	$ 126	$ 272	$ 29	$ 161

See Note 14 of this report for additional information of these items.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Control and Procedures

UAL and United each maintain controls and procedures that are designed to ensure that information required to be disclosed in the reports filed or submitted by UAL and United to the SEC is recorded, processed, summarized and reported, within the time periods specified by the SEC's rules and forms, and is accumulated and communicated to management including the Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. The management of UAL and United, including the Chief Executive Officer and Chief Financial Officer, performed an evaluation to conclude with reasonable assurance that UAL's and United's disclosure controls and procedures were designed and operating effectively to report the information each company is required to disclose in the reports they file with the SEC on a timely basis. Based on that evaluation, the Chief Executive Officer and the Chief Financial Officer of UAL and United have concluded that as of December 31, 2017, disclosure controls and procedures were effective.

Changes in Internal Control over Financial Reporting during the Quarter Ended December 31, 2017

During the three months ended December 31, 2017, there was no change in UAL's or United's internal control over financial reporting that materially affected, or is reasonably likely to materially affect, their internal control over financial reporting.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors of United Continental Holdings, Inc.

Opinion on Internal Control over Financial Reporting

We have audited United Continental Holdings, Inc.'s (the "Company") internal control over financial reporting as of December 31, 2017, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2017, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the consolidated financial statements as of and for the year ended December 31, 2017 of the Company and our report dated February 22, 2018 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management Report on Internal Control over Financial Reporting in Item 9A. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Chicago, Illinois
February 22, 2018

United Continental Holdings, Inc. Management Report on Internal Control Over Financial Reporting

February 22, 2018

To the Stockholders of United Continental Holdings, Inc.

Chicago, Illinois

The management of United Continental Holdings, Inc. ("UAL") is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rules 13a-15(f). Our internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Because of its inherent limitations, our internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Under the supervision and with the participation of management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the design and operating effectiveness of our internal control over financial reporting as of December 31, 2017. In making this assessment, management used the framework set forth in Internal Control—Integrated Framework (2013 Framework) issued by the Committee of the Sponsoring Organizations of the Treadway Commission. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our internal control over financial reporting was effective as of December 31, 2017.

Our independent registered public accounting firm, Ernst & Young LLP, who audited UAL's consolidated financial statements included in this Form 10-K, has issued a report on UAL's internal control over financial reporting, which is included herein.

United Airlines, Inc. Management Report on Internal Control Over Financial Reporting

February 22, 2018

To the Stockholder of United Airlines, Inc.

Chicago, Illinois

The management of United Airlines, Inc. ("United") is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rules 13a-15(f). United's internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Because of its inherent limitations, United's internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Under the supervision and with the participation of management, including United's Chief Executive Officer and Chief Financial Officer, United conducted an evaluation of the design and operating effectiveness of its internal control over financial reporting as of December 31, 2017. In making this assessment, management used the framework set forth in Internal Control—Integrated Framework (2013 Framework) issued by the Committee of the Sponsoring Organizations of the Treadway Commission. Based on this evaluation, United's Chief Executive Officer and Chief Financial Officer concluded that its internal control over financial reporting was effective as of December 31, 2017.

This annual report does not include an attestation report of United's registered public accounting firm regarding internal control over financial reporting. Management's report was not subject to attestation by United's registered public accounting firm pursuant to the rules of the Securities and Exchange Commission that permit United to provide only management's report in this annual report.

ITEM 9B. OTHER INFORMATION.

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE.

Certain information required by this item with respect to UAL is incorporated by reference from UAL's definitive proxy statement for its 2018 Annual Meeting of Stockholders. Information regarding the executive officers of UAL is presented below.

Information required by this item with respect to United is omitted pursuant to General Instruction I(2)(c) of Form 10-K.

EXECUTIVE OFFICERS OF UAL

The executive officers of UAL as of February 23, 2018 are listed below, along with their ages, tenure as officer and business background for at least the last five years.

Kate Gebo. Age 49. Ms. Gebo has served as Executive Vice President Human Resources and Labor Relations of UAL and United since December 2017. From November 2016 to November 2017, Ms. Gebo served as Senior Vice President Global Customer Service Delivery and Chief Customer Officer of United. From October 2015 to November 2016, Ms. Gebo served as Vice President of the Office of the Chief Executive Officer. From November 2009 to October 2015, Ms. Gebo served as Vice President of Corporate Real Estate of United.

Brett J. Hart. Age 48. Mr. Hart has served as Executive Vice President, Chief Administrative Officer and General Counsel of UAL and United since May 2017. From February 2012 to May 2017, he served as Executive Vice President and General Counsel of UAL and United. Mr. Hart served as acting Chief Executive Officer and principal executive officer of the Company, on an interim basis, from October 2015 to March 2016. From December 2010 to February 2012, he served as Senior Vice President, General Counsel and Secretary of UAL, United and Continental Airlines, Inc. ("Continental"). From June 2009 to December 2010, Mr. Hart served as Executive Vice President, General Counsel and Corporate Secretary at Sara Lee Corporation, a consumer food and beverage company. From March 2005 to May 2009, Mr. Hart served as Deputy General Counsel and Chief Global Compliance Officer of Sara Lee Corporation.

Gregory L. Hart. Age 52. Mr. Hart has served as Executive Vice President and Chief Operations Officer of UAL and United since February 2014. From December 2013 to February 2014, he served as Senior Vice President Operations of UAL and United. From September 2012 to December 2013, Mr. Hart served as Senior Vice President Technical Operations of United. From October 2010 to September 2012, Mr. Hart served as Senior Vice President Network of United and Continental. From September 2008 to September 2010, Mr. Hart served as Vice President Network Strategy of Continental. Mr. Hart joined Continental in 1997.

Linda P. Jojo. Age 52. Ms. Jojo has served as Executive Vice President Technology and Chief Digital Officer of UAL and United since May 2017. From November 2014 to May 2017, Ms. Jojo served as Executive Vice President and Chief Information Officer of UAL and United. From July 2011 to October 2014, Ms. Jojo served as Executive Vice President and Chief Information Officer of Rogers Communications, Inc., a Canadian communications and media company. From October 2008 to June 2011, Ms. Jojo served as Chief Information Officer of Energy Future Holdings, a Dallas-based privately held energy company and electrical utility provider.

Chris Kenny. Age 53. Mr. Kenny has served as Vice President and Controller of UAL and United since October 2010. From September 2003 to September 2010, Mr. Kenny served as Vice President and Controller of Continental. Mr. Kenny joined Continental in 1997.

J. Scott Kirby. A ge 50. Mr. Kirby has served as President of UAL and United since August 2016. Prior to joining the Company, from December 2013 to August 2016, Mr. Kirby served as President of American Airlines

Group and American Airlines, Inc. Mr. Kirby also previously served as President of US Airways from October 2006 to December 2013. Mr. Kirby held significant other leadership roles at US Airways and at America West prior to the 2005 merger of those carriers, including Executive Vice President—Sales and Marketing (2001 to 2006); Senior Vice President, e-business (2000 to 2001); Vice President, Revenue Management (1998 to 2000); Vice President, Planning (1997 to 1998); and Senior Director, Scheduling and Planning (1995 to 1998). Prior to joining America West, Mr. Kirby worked for American Airlines Decision Technologies and at the Pentagon.

Andrew C. Levy. Age 48. Mr. Levy has served as Executive Vice President and Chief Financial Officer of UAL and United since August 2016. From November 2014 to August 2016, he was the Chief Executive Officer and Managing Partner of AML Ventures, LLC, an investment and advisory firm specializing in the airline industry. Previously, Mr. Levy held leadership roles at Allegiant Travel Company ("Allegiant") for thirteen years, including as Chief Operating Officer and a Director from September 2013 to October 2014; President from September 2009 to October 2014; Chief Financial Officer from October 2007 to May 2010; and Managing Director, Planning & Treasurer from April 2001 to October 2010. Prior to joining Allegiant, Mr. Levy worked at Mpower Communications, Inc., Savoy Capital and ValuJet Airlines, Inc.

Oscar Munoz. Age 59. Mr. Munoz has served as Chief Executive Officer of UAL and United since September 2015, and also as President of UAL and United from September 2015 until August 2016. From February 2015 to September 2015, Mr. Munoz served as President and Chief Operating Officer of CSX Corporation ("CSX"), a railroad and intermodal transportation services company, overseeing operations, sales and marketing, human resources, service design and information technology. Prior to his appointment as President and Chief Operating Officer of CSX, Mr. Munoz served as Executive Vice President and Chief Operating Officer of CSX from January 2012 to February 2015 and as Executive Vice President and Chief Financial Officer of CSX from 2003 to 2012. Mr. Munoz has been a member of the UAL Board of Directors since 2010.

Andrew P. Nocella. Age 48. Mr. Nocella has served as Executive Vice President and Chief Commercial Officer of UAL and United since September 2017. From February 2017 to September 2017, he served as Executive Vice President and Chief Revenue Officer of UAL and United. Prior to joining the Company, from August 2016 to February 2017, Mr. Nocella served as Senior Vice President, Alliances and Sales of American Airlines, Inc. From December 2013 to August 2016, he served as Senior Vice President and Chief Marketing Officer of American Airlines, Inc. From August 2007 to December 2013, he served as Senior Vice President, Marketing and Planning of US Airways.

There are no family relationships among the executive officers or the directors of UAL. The executive officers are elected by UAL's Board of Directors each year and hold office until the next annual meeting of stockholders, until their successors are elected and qualified, or until their earlier death, resignation or removal.

The Company has a code of ethics, the "Code of Ethics and Business Conduct," for its directors, officers and employees. The code serves as a "Code of Ethics" as defined by SEC regulations, and as a "Code of Business Conduct and Ethics" under the listed Company Manual of the NYSE. The code is available on the Company's website at http://ir.united.com. Waivers granted to certain officers from compliance with or future amendments to the code will be disclosed on the Company's website in accordance with Item 5.05 of Form 8-K.

ITEM 11. EXECUTIVE COMPENSATION.

Information required by this item with respect to UAL is incorporated by reference from UAL's definitive proxy statement for its 2018 Annual Meeting of Stockholders.

Information required by this item with respect to United is omitted pursuant to General Instruction I(2)(c) of Form 10-K.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS.

Information required by this item with respect to UAL is incorporated by reference from UAL's definitive proxy statement for its 2018 Annual Meeting of Stockholders.

Information required by this item with respect to United is omitted pursuant to General Instruction I(2)(c) of Form 10-K.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE.

Information required by this item with respect to UAL is incorporated by reference from UAL's definitive proxy statement for its 2018 Annual Meeting of Stockholders.

Information required by this item with respect to United is omitted pursuant to General Instruction I(2)(c) of Form 10-K.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES.

The Audit Committee of the UAL Board of Directors has adopted a policy on pre-approval of services of the Company's independent registered public accounting firm. As a wholly-owned subsidiary of UAL, United's audit services are determined by UAL. The policy provides that the Audit Committee shall pre-approve all audit and non-audit services to be provided to UAL and its subsidiaries and affiliates by its independent auditors. The process by which this is carried out is as follows:

For recurring services, the Audit Committee reviews and pre-approves the independent registered public accounting firm's annual audit services in conjunction with the annual appointment of the outside auditors. The reviewed materials include a description of the services along with related fees. The Audit Committee also reviews and pre-approves other classes of recurring services along with fee thresholds for pre-approved services. In the event that the additional services are required prior to the next scheduled Audit Committee meeting, pre-approvals of additional services follow the process described below.

Any requests for audit, audit related, tax and other services not contemplated with the recurring services approval described above must be submitted to the Audit Committee for specific pre-approval and cannot commence until such approval has been granted. Normally, pre-approval is provided at regularly scheduled meetings. However, the authority to grant specific pre-approval between meetings, as necessary, has been delegated to the Chair of the Audit Committee. The Chair must update the Audit Committee at the next regularly scheduled meeting of any services that were granted specific pre-approval.

On a periodic basis, the Audit Committee reviews the status of services and fees incurred year-to-date and a list of newly pre-approved services since its last regularly scheduled meeting. The Audit Committee has considered whether the 2017 and 2016 non-audit services provided by Ernst & Young LLP, the Company's independent registered public accounting firm, are compatible with maintaining auditor independence.

All of the services in 2017 and 2016 under the Audit Fees, Audit Related Fees, Tax Fees and All Other Fees categories below have been approved by the Audit Committee pursuant to paragraph (c)(7) of Rule 2-01 of Regulation S-X of the Exchange Act.

The aggregate fees billed for professional services rendered by the Company's independent auditors in 2017 and 2016 are as follows (in thousands):

Service	2017	2016
Audit Fees	$ 4,548	$ 3,751
Audit Related Fees	565	215
Tax Fees	584	1,252
All Other Fees	2	2
	$ 5,699	$ 5,220

Note: UAL and United amounts are the same.

AUDIT FEES

For 2017 and 2016, audit fees consist primarily of the audit and quarterly reviews of the consolidated financial statements and the audit of the effectiveness of internal control over financial reporting of United Continental Holdings, Inc. and its wholly-owned subsidiaries. Audit fees also include the audit of the consolidated financial statements of United, employee benefit plan audits, attestation services required by statute or regulation, comfort letters, consents, assistance with and review of documents filed with the SEC, and accounting and financial reporting consultations and research work necessary to comply with generally accepted auditing standards.

AUDIT RELATED FEES

For 2017 and 2016, fees for audit related services consisted of professional services related to due diligence and consultations related to the adoption of new accounting standards.

TAX FEES

Tax fees for 2017 and 2016 relate to professional services provided for research and consultations regarding tax accounting and tax compliance matters, review of U.S. and international tax impacts of certain transactions and assistance in assembling data to prepare for and respond to governmental reviews of past tax filings, exclusive of tax services rendered in connection with the audit.

ALL OTHER FEES

Fees for all other services billed in 2017 and 2016 consist of subscriptions to Ernst & Young LLP's on-line accounting research tool.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

(a)(1) *Financial Statements* . The financial statements required by this item are listed in Part II, Item 8, *Financial Statements and Supplementary Data* herein.

(2) *Financial Statement Schedules.* The financial statement schedule required by this item is listed below and included in this report after the signature page hereto.

Schedule II-Valuation and Qualifying Accounts for the years ended December 31, 2017, 2016 and 2015.

All other schedules are omitted because they are not applicable, not required or the required information is shown in the consolidated financial statements or notes thereto.

(b) *Exhibits.* The exhibits required by this item are provided in the Exhibit Index.

Table of Contents

EXHIBIT INDEX

Exhibit No.	Registrant	Exhibit
		Plan of Merger
*2.1	UAL United	Agreement and Plan of Merger, dated as of May 2, 2010, by and among UAL Corporation, Continental Airlines, Inc. and JT Merger Sub Inc. (schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K) (filed as Exhibit 2.1 to UAL's Form 8-K filed May 4, 2010, Commission file number 1-6033, and incorporated herein by reference)
*2.2	United	Agreement and Plan of Merger, dated as of March 28, 2013, by and between Continental Airlines, Inc. and United Air Lines, Inc. (filed as Exhibit 2.1 to UAL's Form 8-K filed April 3, 2013, Commission file number 1-6033, and incorporated herein by reference)
		Articles of Incorporation and Bylaws
*3.1	UAL	Amended and Restated Certificate of Incorporation of United Continental Holdings, Inc. (filed as Exhibit 3.1 to UAL's Form 8-K filed October 1, 2010, Commission file number 1-6033, and incorporated herein by reference)
*3.2	UAL	Amended and Restated Bylaws of United Continental Holdings, Inc. (filed as Exhibit 3.1 to UAL's Form 10-Q for the quarter ended March 31, 2016, Commission file number 1-6033, and incorporated herein by reference)
*3.3	United	Amended and Restated Certificate of Incorporation of United Airlines, Inc. (filed as Exhibit 3.1 to UAL's Form 8-K filed April 3, 2013, Commission file number 1-6033, and incorporated herein by reference)
*3.4	United	Amended and Restated By-laws of United Airlines, Inc. (filed as Exhibit 3.2 to UAL's Form 8-K filed April 3, 2013, Commission file number 1-6033, and incorporated herein by reference)
		Instruments Defining Rights of Security Holders, Including Indentures
*4.1	UAL United	Amended and Restated Indenture, dated as of January 11, 2013, by and among United Continental Holdings, Inc. as Issuer, United Air Lines, Inc. as Guarantor, and the Bank of New York Mellon Trust Company, N.A. as Trustee, providing for issuance of 6% Notes due 2028, 6% Notes due 2026 and 8% Notes due 2024 (filed as Exhibit 4.6 to UAL's Form 10-K for the year ended December 31, 2012, Commission file number 1-6033, and incorporated herein by reference)
*4.2	UAL United	First Supplemental Indenture, dated as of April 1, 2013, by and among United Continental Holdings, Inc., United Airlines, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee, to the Amended and Restated Indenture, dated as of January 11, 2013 (filed as Exhibit 4.1 to UAL's Form 8-K filed April 3, 2013, Commission file number 1-6033, and incorporated herein by reference)
*4.3	UAL United	Second Supplemental Indenture, dated as of September 13, 2013, by and among United Continental Holdings, Inc., United Airlines, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee, to the Amended and Restated Indenture, dated as of January 11, 2013 (filed as Exhibit 4.1 to UAL's Form 8-K filed September 19, 2013, Commission file number 1-6033, and incorporated herein by reference)

*4.4	United	Indenture, dated as of July 15, 1997, between Continental Airlines, Inc. and The Bank of New York Mellon Trust Company, N.A. (as successor to Bank One, N.A.), as trustee related to Continental Airlines, Inc.'s 4.5% Convertible Notes due 2015 (filed as Exhibit to 4.1 to Continental's Form S-3/A filed July 18, 1997, Commission file number 1-10323, and incorporated herein by reference)
*4.5	UAL United	Fourth Supplemental Indenture, dated as of October 1, 2010, by and among Continental Airlines, Inc., United Continental Holdings, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee, with respect to the Indenture, dated as of July 15, 1997, between Continental Airlines, Inc. and The Bank of New York Mellon Trust Company, N.A. (as successor to Bank One, N.A.), as trustee related to Continental Airlines, Inc.'s 4.5% Convertible Notes due 2015 (filed as Exhibit 4.3 to UAL's Form 8-K dated October 1, 2010, Commission file number 1-6033, and incorporated herein by reference)
*4.6	UAL United	Fifth Supplemental Indenture, dated as of May 15, 2014, among United Continental Holdings, Inc., United Airlines, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee (filed as Exhibit 4.1 to UAL's Form 8-K filed on May 19, 2014, Commission file number 1-6033, and incorporated herein by reference)
*4.7	UAL United	Indenture, dated as of May 7, 2013, among United Continental Holdings, Inc., United Airlines, Inc. and The Bank of New York Mellon Trust Company, N.A., as Trustee (filed as Exhibit 4.1 to UAL's Form 8-K filed on May 10, 2013, Commission file number 1-6033, and incorporated herein by reference)
*4.8	UAL United	First Supplemental Indenture, dated as of May 7, 2013, among United Continental Holdings, Inc., United Airlines, Inc. and The Bank of New York Mellon Trust Company, N.A., as Trustee, providing for the issuance of 6.375% Senior Notes due 2018 (filed as Exhibit 4.2 to UAL's Form 8-K filed on May 10, 2013, Commission file number 1-6033, and incorporated herein by reference)
*4.9	UAL United	Form of 6.375% Senior Notes due 2018 (filed as Exhibit A to Exhibit 4.2 to UAL's Form 8-K filed on May 10, 2013, Commission file number 1-6033, and incorporated herein by reference)
*4.10	UAL United	Form of Notation of Note Guarantee (filed as Exhibit B to Exhibit 4.2 to UAL's Form 8-K filed on May 10, 2013, Commission file number 1-6033, and incorporated herein by reference)
*4.11	UAL United	Second Supplemental Indenture, dated as of November 8, 2013, among United Continental Holdings, Inc., United Airlines, Inc. and The Bank of New York Mellon Trust Company, N.A., as Trustee, providing for the issuance of 6.000% Senior Notes due 2020 (filed as Exhibit 4.2 to UAL's Form 8-K filed on November 12, 2013, Commission file number 1-6033, and incorporated herein by reference)
*4.12	UAL United	Form of 6.000% Senior Notes due 2020 (filed as Exhibit 4.3 to UAL's Form 8-K filed on November 12, 2013, Commission file number 1-6033, and incorporated herein by reference)
*4.13	UAL United	Form of Notation of Note Guarantee (filed as Exhibit 4.4 to UAL's Form 8-K filed on November 12, 2013, Commission file number 1-6033, and incorporated herein by reference)
*4.14	UAL United	Third Supplemental Indenture, dated as of January 26, 2017, among United Continental Holdings, Inc., United Airlines, Inc. and The Bank of New York Mellon Trust Company, N.A., as Trustee, providing for the issuance of 5.000% Senior Notes due 2024 (filed as Exhibit 4.2 to UAL's Form 8-K filed January 27, 2017, Commission file number 1-6033, and incorporated herein by reference)

*4.15	UAL United	Form of 5.000% Senior Notes due 2024 (filed as Exhibit A to Exhibit 4.2 to UAL's Form 8-K filed January 27, 2017, Commission file number 1-6033, and incorporated herein by reference)
*4.16	UAL United	Form of Notation of Note Guarantee (filed as Exhibit B to Exhibit 4.2 to UAL's Form 8-K filed January 27, 2017, Commission file number 1-6033, and incorporated herein by reference)
*4.17	UAL United	Fourth Supplemental Indenture, dated as of September 29, 2017, among United Continental Holdings, Inc., United Airlines, Inc. and The Bank of New York Mellon Trust Company, N.A., as Trustee, providing for the issuance of 4.250% Senior Notes due 2022 (filed as Exhibit 4.2 to UAL's Form 8-K filed October 4, 2017, Commission file number 1-6033, and incorporated herein by reference)
*4.18	UAL United	Form of 4.250% Senior Notes due 2022 (filed as Exhibit A to Exhibit 4.2 to UAL's Form 8-K filed October 4, 2017, Commission file number 1-6033, and incorporated herein by reference)
*4.19	UAL United	Form of Notation of Note Guarantee (filed as Exhibit B to Exhibit 4.2 to UAL's Form 8-K filed October 4, 2017, Commission file number 1-6033, and incorporated herein by reference)
		Material Contracts
*†10.1	UAL	Agreement, dated April 19, 2016, by and among PAR Capital Management, Inc., Altimeter Capital Management, LP, United Continental Holdings, Inc. and the other signatories listed on the signature page thereto (filed as Exhibit 10.1 to UAL's Form 8-K filed April 20, 2016, Commission file number 1-6033, and incorporated herein by reference)
*†10.2	UAL	United Continental Holdings, Inc. Profit Sharing Plan (amended and restated effective January 1, 2016) (Filed as Exhibit 10.2 to UAL's Form 10-K for the year ended December 31, 2016, Commission file number 1-6033, and incorporated herein by reference)
†10.3	UAL	First Amendment, dated January 29, 2018, to United Continental Holdings, Inc Profit Sharing Plan
*†10.4	UAL United	Employment Agreement, dated December 31, 2015, among United Continental Holdings, Inc., United Airlines, Inc. and Oscar Munoz (filed as Exhibit 10.1 to UAL's Form 8-K/A filed January 7, 2016, Commission file number 1-6033, and incorporated herein by reference)
*†10.5	UAL United	Amendment to Employment Agreement, dated April 19, 2016, by and among United Continental Holdings, Inc., United Airlines, Inc. and Oscar Munoz (filed as Exhibit 10.1 to UAL's Form 8-K filed April 20, 2016, Commission file number 1-6033, and incorporated herein by reference)
*†10.6	UAL United	Second Amendment to Employment Agreement, dated April 21, 2017, by and among United Continental Holdings, Inc., United Airlines, Inc. and Oscar Munoz (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed on April 21, 2017, Commission file number 1-6033, and incorporated herein by reference)
*†10.7	UAL United	SERP Agreement, dated as of October 1, 2010, by and among United Continental Holdings, Inc., Continental Airlines, Inc. and James E. Compton (filed as Exhibit 10.12 to UAL's Form 10-K for the year ended December 31, 2010, Commission file number 1-6033, and incorporated herein by reference)

*†10.8	UAL United	SERP Agreement, dated as of October 1, 2010, by and among United Continental Holdings, Inc., Continental Airlines, Inc. and Gerald Laderman (filed as Exhibit 10.2 to UAL's Form 10-Q for the quarter ended September 30, 2015, Commission file number 1-10323, and incorporated herein by reference)
*†10.9	UAL United	SERP Agreement, dated as of October 1, 2010, by and among United Continental Holdings, Inc., Continental Airlines, Inc. and Michael P. Bonds (filed as Exhibit 10.10 to UAL's Form 10-K for the year ended December 31, 2010, Commission file number 1-6033, and incorporated herein by reference)
*†10.10	UAL United	United Continental Holdings, Inc. Senior Officer Severance Plan (effective October 1, 2014) (filed as Exhibit 10.1 to UAL's Form 10-Q for the quarter ended September 30, 2015, Commission file number 1-10323, and incorporated herein by reference)
*†10.11	UAL United	Employment Agreement, dated as of October 1, 2010, by and among United Continental Holdings, Inc., United Air Lines, Inc., Continental Airlines, Inc. and Jeffery A. Smisek (filed as Exhibit 10.21 to UAL's Form 10-K for the year ended December 31, 2010, Commission file number 1-6033, and incorporated herein by reference)
*†10.12	UAL United	Performance Award Agreement, dated May 5, 2016, by and among United Continental Holdings, Inc., United Airlines, Inc. and Brett J. Hart (filed as Exhibit 10.3 to UAL's Form 10-Q for the quarter ended June 30, 2016, Commission file number 1-6033, and incorporated herein by reference)
*†10.13	UAL	Form of Stock Option Award Notice pursuant to the United Continental Holdings, Inc. 2008 Incentive Compensation Plan (filed as Exhibit 10.1 to UAL's Form 10-Q for the quarter ended September 30, 2016, Commission file number 1-6033, and incorporated herein by reference)
*†10.14	UAL	Form of Restricted Stock Unit Award Notice pursuant to the United Continental Holdings, Inc. 2008 Incentive Compensation Plan (filed as Exhibit 10.2 to UAL's Form 10-Q for the quarter ended September 30, 2016, Commission file number 1-6033, and incorporated herein by reference)
*†10.15	UAL United	Confidentiality and Non-Competition Agreement, dated April 23, 2009, by and among Continental Airlines, Inc. and Jeffery A. Smisek (filed as Exhibit 10.1 to Continental Airlines, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2009, Commission file number 1-10323, and incorporated herein by reference)
*†10.16	UAL United	Separation Agreement, dated as of September 8, 2015, by and among United Continental Holdings, Inc., United Airlines, Inc. and Jeffery A. Smisek (filed as Exhibit 10.1 to UAL's Form 8-K filed September 8, 2015, Commission file number 1-6033, and incorporated herein by reference)
*†10.17	UAL United	Description of Benefits for Officers of United Continental Holdings, Inc. and United Airlines, Inc. (filed as Exhibit 10.11 to UAL's Form 10-K for the year ended December 31, 2015, Commission file number 1-6033 and incorporated herein by reference)
*†10.18	UAL	United Continental Holdings, Inc. Officer Travel Policy (filed as Exhibit 10.24 to UAL's Form 10-K for the year ended December 31, 2010, Commission file number 1-6033, and incorporated herein by reference)

*†10.19	UAL	United Continental Holdings, Inc. 2008 Incentive Compensation Plan (filed as Annex A to UAL Corporation's 2013 Definitive Proxy Statement filed on April 26, 2013, Commission file number 1-6033, and incorporated herein by reference) (now named the United Continental Holdings, Inc. 2008 Incentive Compensation Plan)
*†10.20	UAL	First Amendment to the United Continental Holdings, Inc. 2008 Incentive Compensation Plan (changing the name to United Continental Holdings, Inc. 2008 Incentive Compensation Plan) (filed as Annex A to UAL's Definitive Proxy Statement filed on April 26, 2013, Commission file number 1-6033, and incorporated herein by reference)
*†10.21	UAL	Second Amendment to the United Continental Holdings, Inc. 2008 Incentive Compensation Plan (filed as Exhibit 10.19 to UAL's Form 10-K for the year ended December 31, 2016, Commission file number 1-6033, and incorporated herein by reference)
*†10.22	UAL	Form of Stock Option Award Notice pursuant to the United Continental Holdings, Inc. 2008 Incentive Compensation Plan (filed as Exhibit 10.5 to UAL's Form 10-Q for the quarter ended June 30, 2008, Commission file number 1-6033, and incorporated herein by reference)
*†10.23	UAL	Form of Restricted Stock Unit Award Notice pursuant to the United Continental Holdings, Inc. 2008 Incentive Compensation Plan (stock settled) (filed as Exhibit 10.21 to UAL's Form 10-K for the year ended December 31, 2016, Commission file number 1-6033, and incorporated herein by reference)
*†10.24	UAL	Form of Restricted Share Award Notice pursuant to the United Continental Holdings, Inc. 2008 Incentive Compensation Plan (awards during and after 2014) (filed as Exhibit 10.27 to UAL's Form 10-K for the year ended December 31, 2013, Commission file number 1-6033, and incorporated by reference)
*†10.25	UAL	United Continental Holdings, Inc. Performance-Based Restricted Stock Unit Program (adopted pursuant to the United Continental Holdings, Inc. 2008 Incentive Compensation Plan) (filed as Exhibit 10.31 to UAL's Form 10-K for the year ended December 31, 2010, Commission file number 1-6033, and incorporated herein by reference)
*†10.26	UAL	First Amendment to the United Continental Holdings, Inc. Performance-Based Restricted Stock Unit Program (adopted pursuant to the United Continental Holdings, Inc. 2008 Incentive Compensation Plan) (effective with respect to performance periods beginning on or after January 1, 2012) (filed as Exhibit 10.33 to UAL's Form 10-K for the year ended December 31, 2011, Commission file number 1-6033, and incorporated herein by reference)
*†10.27	UAL	Second Amendment to the United Continental Holdings, Inc. Performance-Based Restricted Stock Unit Program (adopted pursuant to the United Continental Holdings, Inc. 2008 Incentive Compensation Plan) (filed as Exhibit 10.29 to UAL's Form 10-K for the year ended December 31, 2012, Commission file number 1-6033, and incorporated herein by reference)
*†10.28	UAL	Third Amendment to the United Continental Holdings, Inc. Performance-Based Restricted Stock Unit Program (adopted pursuant to the United Continental Holdings, Inc. 2008 Incentive Compensation Plan) (filed as Exhibit 10.1 to UAL's Form 10-Q for the quarter ended March 31, 2015, Commission file number 1-6033, and incorporated herein by reference)

*†10.29	UAL	Fourth Amendment to the United Continental Holdings, Inc. Performance-Based Restricted Stock Unit Program (adopted pursuant to the United Continental Holdings, Inc. 2008 Incentive Compensation Plan) (filed as Exhibit 10.22 to UAL's Form 10-K for the year ended December 31, 2015, Commission file number 1-6033 and incorporated herein by reference)
*†10.30	UAL	Form of Performance-Based Restricted Stock Unit Award Notice pursuant to the United Continental Holdings, Inc. Performance-Based Restricted Stock Unit Program (ROIC awards) (filed as Exhibit 10.23 to UAL's Form 10-K for the year ended December 31, 2015, Commission file number 1-6033 and incorporated herein by reference)
*†10.31	UAL	Form of Performance-Based Restricted Stock Unit Award Notice pursuant to the United Continental Holdings, Inc. Performance-Based Restricted Stock Unit Program (Relative Pre-tax Margin awards) (for performance periods beginning on or after January 1, 2015) (filed as Exhibit 10.2 to UAL's Form 10-Q for the quarter ended March 31, 2015, Commission file number 1-6033, and incorporated herein by reference)
*†10.32	UAL	United Continental Holdings, Inc. Incentive Plan 2010, as amended and restated February 17, 2011 (previously named the Continental Airlines, Inc. Incentive Plan 2010) (filed as Annex B to UAL's Definitive Proxy Statement filed April 26, 2013, Commission file number 1-6033, and incorporated herein by reference)
*†10.33	UAL	First Amendment to the United Continental Holdings, Inc. Incentive Plan 2010, as amended and restated February 17, 2011 (filed as Annex B to UAL's 2013 Definitive Proxy Statement filed on April 26, 2013, Commission file number 1-6033, incorporated herein by reference)
*†10.34	UAL	United Continental Holdings, Inc. Annual Incentive Program (adopted pursuant to the United Continental Holdings, Inc. Incentive Plan 2010) (as amended and restated February 21, 2013) (filed as Exhibit 10.43 to UAL's Form 10-K for the year ended December 31, 2012, Commission file number 1-6033, and incorporated herein by reference)
*†10.35	UAL	United Continental Holdings, Inc. Long-Term Relative Performance Program (adopted pursuant to the United Continental Holdings, Inc. Incentive Plan 2010) (filed as Exhibit 10.43 to UAL's Form 10-K for the year ended December 31, 2010, Commission file number 1-6033, and incorporated herein by reference)
*†10.36	UAL	First Amendment to the United Continental Holdings, Inc. Long-Term Relative Performance Program (adopted pursuant to the United Continental Holdings, Inc. Incentive Plan 2010) (effective with respect to performance periods beginning on or after January 1, 2012) (filed as Exhibit 10.49 to UAL's Form 10-K for the year ended December 31, 2011, Commission file number 1-6033, and incorporated herein by reference)
*†10.37	UAL	Second Amendment to the United Continental Holdings, Inc. Long-Term Relative Performance Program (adopted pursuant to the United Continental Holdings, Inc. Incentive Plan 2010) (effective with respect to performance periods beginning on or after January 1, 2014) (filed as Exhibit 10.40.2 to UAL's Form 10-K for the year ended December 31, 2013, Commission file number 1-6033, and incorporated herein by reference)

*†10.38	UAL	Form of Annual Incentive Program Award Notice pursuant to the United Continental Holdings, Inc. Annual Incentive Program (for fiscal years beginning on or after January 1, 2013) (filed as Exhibit 10.47 to UAL's Form 10-K for the year ended December 31, 2012, Commission file number 1-6033, and incorporated herein by reference)
*†10.39	UAL	Form of Long-Term Relative Performance Award Notice pursuant to the United Continental Holdings, Inc. Long-Term Relative Performance Program (for use with respect to performance periods beginning January 1, 2014) (filed as Exhibit 10.45 to UAL's Form 10-K for the year ended December 31, 2013, Commission file number 1-6033, and incorporated herein by reference)
*†10.40	UAL	Description of Compensation and Benefits for United Continental Holdings, Inc. Non-Employee Directors (filed as Exhibit 10.30 to UAL's Form 10-K for the year ended December 31, 2014, Commission file number 1-6033, and incorporated herein by reference)
*†10.41	UAL	United Continental Holdings, Inc. 2006 Director Equity Incentive Plan (as amended and restated, effective February 20, 2014, filed as Annex A to UAL's Definitive Proxy Statement filed April 25, 2014, Commission file number 1-6033, and incorporated herein by reference)
*†10.42	UAL	Form of Share Unit Award Notice pursuant to the United Continental Holdings, Inc. 2006 Director Equity Incentive Plan (for awards granted on or after June 2011) (filed as Exhibit 10.9 to UAL's Form 10-Q for the quarter ended June 30, 2014, Commission file number 1-6033, and incorporated herein by reference)
*†10.43	UAL	Continental Airlines, Inc. 1998 Stock Incentive Plan (filed as Exhibit 4.3 to Continental's Form S-8 Registration Statement (No. 333-57297), Commission file number 1-10323, and incorporated herein by reference)
*†10.44	UAL	Amendment No. 1 to 1998 Incentive Plan, 1997 Incentive Plan and 1994 Incentive Plan (filed as Exhibit 10.2 to Continental's Quarterly Report on Form 10-Q for the quarter ended June 30, 2001, Commission file no. 1-10323, and incorporated herein by reference)
*†10.45	UAL	Amendment to 1998 Incentive Plan, 1997 Incentive Plan and 1994 Incentive Plan (filed as Exhibit 10.5 to Continental's Quarterly Report on Form 10-Q for the quarter ended March 31, 2004, Commission file no. 1-10323 and incorporated herein by reference)
*†10.46	UAL	Form of Outside Director Stock Option Grant pursuant to the Continental Airlines, Inc. 1998 Incentive Plan (filed as Exhibit 10.12(c) to Continental's Form 10-K for the year ended December 31, 2006, Commission file number 1-10323, and incorporated herein by reference)
*†10.47	UAL	Continental Airlines, Inc. Incentive Plan 2000, as amended and restated (filed as Exhibit 10.1 to Continental's Form 10-Q for the quarter ended March 31, 2002, Commission file number 1-10323, and incorporated herein by reference)
*†10.48	UAL	Amendment to Incentive Plan 2000, dated as of March 12, 2004 (filed as Exhibit 10.6 to Continental's Form 10-Q for the quarter ended March 31, 2004, Commission file number 1-10323, and incorporated herein by reference)
*†10.49	UAL	Second Amendment to Incentive Plan 2000, dated as of June 6, 2006 (filed as Exhibit 10.1 to Continental's Form 10-Q for the quarter ended June 30, 2006, Commission file number 1-10323, and incorporated herein by reference)

*†10.50	UAL	Third Amendment to Incentive Plan 2000, dated as of September 14, 2006 (filed as Exhibit 10.1 to Continental's Form 10-Q for the quarter ended September 30, 2006, Commission file number 1-10323, and incorporated herein by reference)
*†10.51	UAL	Form of Outside Director Stock Option Agreement pursuant to Incentive Plan 2000 (filed as Exhibit 10.14(b) to Continental's Form 10-K for the year ended December 31, 2000, Commission file number 1-10323, and incorporated herein by reference)
*†10.52	UAL	Form of Outside Director Stock Option Grant pursuant to Incentive Plan 2000 (filed as Exhibit 10.1 to Continental's Form 10-Q for the quarter ended March 31, 2008, Commission file number 1-10323, and incorporated herein by reference)
*†10.53	UAL	Form of Non-Employee Director Option Grant Document pursuant to Continental Airlines, Inc. Incentive Plan 2010, as amended and restated through February 17, 2010 (filed as Exhibit 10.12(a) to Continental's Form 10-K for the year ended December 31, 2009, Commission file number 1-10323, and incorporated herein by reference)
*†10.54	UAL	United Air Lines, Inc. Management Cash Direct & Cash Match Program (amended and restated effective January 1, 2014) (filed as Exhibit 10.64 to UAL's Form 10-K for the year ended December 31, 2013, Commission file number 1-10323, and incorporated herein by reference)
*†10.55	UAL	United Continental Holdings, Inc. Executive Severance Plan (effective October 1, 2014) (filed as Exhibit 10.1 to UAL's Form 8-K filed June 20, 2014, Commission file number 1-6033, and incorporated herein by reference)
*†10.56	UAL United	Separation Agreement, dated as of February 9, 2017, by and among United Continental Holdings, Inc., United Airlines, Inc. and Julia Haywood (filed as Exhibit 10.2 to UAL's Form 10-Q for the quarter ended March 31, 2017, Commission file number 1-6033, and incorporated herein by reference)
*†10.57	UAL	First Amendment to the United Continental Holdings, Inc. 2006 Director Equity Incentive Plan (as amended and restated on February 20, 2014) (filed as Exhibit 10.3 to UAL's Form 10-Q for the quarter ended March 31, 2017, Commission file number 1-6033, and incorporated herein by reference)
*†10.58	UAL	United Continental Holdings, Inc. 2017 Incentive Compensation Plan (filed as Exhibit 10.1 to UAL's Form 8-K filed on May 30, 2017, Commission file number 1-6033, and incorporated herein by reference)
*†10.59	UAL	Form of Restricted Stock Unit Award Notice pursuant to the United Continental Holdings, Inc. 2017 Incentive Compensation Plan (filed as Exhibit 10.6 to UAL's Form 10-Q for the quarter ended June 30, 2017, Commission file number 1-6033, and incorporated herein by reference)
*†10.60	UAL	Form of Stock Option Award Notice pursuant to the United Continental Holdings, Inc. 2017 Incentive Compensation Plan (filed as Exhibit 10.7 to UAL's Form 10-Q for the quarter ended June 30, 2017, Commission file number 1-6033, and incorporated herein by reference)
*†10.61	UAL	United Continental Holdings, Inc. Performance-Based RSU Program (adopted pursuant to the United Continental Holdings, Inc. 2017 Incentive Compensation Plan) (filed as Exhibit 10.8 to UAL's Form 10-Q for the quarter ended June 30, 2017, Commission file number 1-6033, and incorporated herein by reference)

*†10.62	UAL	Form of Performance-Based RSU Award Notice pursuant to the United Continental Holdings, Inc. Performance-Based RSU Program (Relative Pre-tax Margin awards) (filed as Exhibit 10.9 to UAL's Form 10-Q for the quarter ended June 30, 2017, Commission file number 1-6033, and incorporated herein by reference)
†10.63	UAL	United Continental Holdings, Inc. Annual Incentive Program (adopted pursuant to the United Continental Holdings, Inc. 2017 Incentive Compensation Plan)
†10.64	UAL	Form of Annual Incentive Plan Award Notice pursuant to the United Continental Holdings, Inc. Annual Incentive Program (adopted pursuant to the United Continental Holdings, Inc. 2017 Incentive Compensation Plan)
*^10.65	UAL United	Airbus A350-900XWB Purchase Agreement, dated March 5, 2010, by and among Airbus S.A.S and United Air Lines. Inc. (filed as Exhibit 10.27 to UAL's Form 10-Q for the quarter ended March 31, 2010, Commission file number 1-6033, and incorporated herein by reference)
*^10.66	UAL United	Letter Agreement No. 1 to the Airbus A350-900XWB Purchase Agreement, dated March 5, 2010, by and among Airbus S.A.S and United Air Lines. Inc. (filed as Exhibit 10.28 to UAL's Form 10-Q for the quarter ended March 31, 2010, Commission file number 1-6033, and incorporated herein by reference)
*^10.67	UAL United	Letter Agreement No. 2 to the Airbus A350-900XWB Purchase Agreement, dated March 5, 2010, by and among Airbus S.A.S and United Air Lines. Inc. (filed as Exhibit 10.29 to UAL's Form 10-Q for the quarter ended March 31, 2010, Commission file number 1-6033, and incorporated herein by reference)
*^10.68	UAL United	Amended and Restated Letter Agreement No. 2 to the Airbus A350-900XWB Purchase Agreement, dated June 19, 2013 (filed as Exhibit 10.9 to UAL's Form 10-Q for the quarter ended June 30, 2013, Commission file number 1-6033, and incorporated herein by reference)
*^10.69	UAL United	Letter Agreement No. 3 to the Airbus A350-900XWB Purchase Agreement, dated March 5, 2010, by and among Airbus S.A.S and United Air Lines. Inc. (filed as Exhibit 10.30 to UAL's Form 10-Q for the quarter ended March 31, 2010, Commission file number 1-6033, and incorporated herein by reference)
*^10.70	UAL United	Amended and Restated Letter Agreement No. 3 to the Airbus A350-900XWB Purchase Agreement, dated June 19, 2013 (filed as Exhibit 10.10 to UAL's Form 10-Q for the quarter ended June 30, 2013, Commission file number 1-6033, and incorporated herein by reference)
*^10.71	UAL United	Letter Agreement No. 4 to the Airbus A350-900XWB Purchase Agreement, dated March 5, 2010, by and among Airbus S.A.S and United Air Lines. Inc. (filed as Exhibit 10.31 to UAL's Form 10-Q for the quarter ended March 31, 2010, Commission file number 1-6033, and incorporated herein by reference)
*^10.72	UAL United	Amended and Restated Letter Agreement No. 4 to the Airbus A350-900XWB Purchase Agreement, dated June 19, 2013 (filed as Exhibit 10.11 to UAL's Form 10-Q for the quarter ended June 30, 2013, Commission file number 1-6033, and incorporated herein by reference)
*^10.73	UAL United	Letter Agreement No. 5 to the Airbus A350-900XWB Purchase Agreement, dated March 5, 2010, by and among Airbus S.A.S and United Air Lines. Inc. (filed as Exhibit 10.32 to UAL's Form 10-Q for the quarter ended March 31, 2010, Commission file number 1-6033, and incorporated herein by reference)

*^10.74	UAL United	Letter Agreement No. 6 to the Airbus A350-900XWB Purchase Agreement, dated March 5, 2010, by and among Airbus S.A.S and United Air Lines, Inc. (filed as Exhibit 10.33 to UAL's Form 10-Q for the quarter ended March 31, 2010, Commission file number 1-6033, and incorporated herein by reference)
*^10.75	UAL United	Letter Agreement No. 7 to the Airbus A350-900XWB Purchase Agreement, dated March 5, 2010, by and among Airbus S.A.S and United Air Lines, Inc. (filed as Exhibit 10.34 to UAL's Form 10-Q for the quarter ended March 31, 2010, Commission file number 1-6033, and incorporated herein by reference)
*^10.76	UAL United	Letter Agreement No. 8 to the Airbus A350-900XWB Purchase Agreement, dated March 5, 2010, by and among Airbus S.A.S and United Air Lines, Inc. (filed as Exhibit 10.35 to UAL's Form 10-Q for the quarter ended March 31, 2010, Commission file number 1-6033, and incorporated herein by reference)
*^10.77	UAL United	Letter Agreement No. 9 to the Airbus A350-900XWB Purchase Agreement, dated March 5, 2010, by and among Airbus S.A.S and United Air Lines, Inc. (filed as Exhibit 10.36 to UAL's Form 10-Q for the quarter ended March 31, 2010, Commission file number 1-6033, and incorporated herein by reference)
*^10.78	UAL United	Letter Agreement No. 10 to the Airbus A350-900XWB Purchase Agreement, dated March 5, 2010, by and among Airbus S.A.S and United Air Lines, Inc. (filed as Exhibit 10.37 to UAL's Form 10-Q for the quarter ended March 31, 2010, Commission file number 1-6033, and incorporated herein by reference)
*^10.79	UAL United	Letter Agreement No. 11 to the Airbus A350-900XWB Purchase Agreement, dated March 5, 2010, by and among Airbus S.A.S and United Air Lines, Inc. (filed as Exhibit 10.38 to UAL's Form 10-Q for the quarter ended March 31, 2010, Commission file number 1-6033, and incorporated herein by reference)
*^10.80	UAL United	Letter Agreement No. 12 to the Airbus A350-900XWB Purchase Agreement, dated March 5, 2010, by and among Airbus S.A.S and United Air Lines, Inc. (filed as Exhibit 10.39 to UAL's Form 10-Q for the quarter ended March 31, 2010, Commission file number 1-6033, and incorporated herein by reference)
*^10.81	UAL United	Letter Agreement No. 13 to the Airbus A350-900XWB Purchase Agreement, dated March 5, 2010, by and among Airbus S.A.S and United Air Lines, Inc. (filed as Exhibit 10.40 to UAL's Form 10-Q for the quarter ended March 31, 2010, Commission file number 1-6033, and incorporated herein by reference)
*^10.82	UAL United	Amendment No. 1 to the Airbus A350-900XWB Purchase Agreement, dated June 25, 2010, by and among Airbus S.A.S and United Air Lines, Inc. (filed as Exhibit 10.6 to UAL's Form 10-Q for the quarter ended June 30, 2010, Commission file number 1-6033, and incorporated herein by reference)
*^10.83	UAL United	Amendment No. 2 to the Airbus A350-900XWB Purchase Agreement, dated June 19, 2013 (filed as Exhibit 10.8 to UAL's Form 10-Q for the quarter ended June 30, 2013, Commission file number 1-6033, and incorporated herein by reference)
*^10.84	UAL United	Amended and Restated Letter Agreement No. 5 to the Airbus A350-900XWB Purchase Agreement, dated June 19, 2013 (filed as Exhibit 10.12 to UAL's Form 10-Q for the quarter ended June 30, 2013, Commission file number 1-6033, and incorporated herein by reference)
*^10.85	UAL United	Amended and Restated Letter Agreement No. 6 to the Airbus A350-900XWB Purchase Agreement, dated June 19, 2013 (filed as Exhibit 10.13 to UAL's Form 10-Q for the quarter ended June 30, 2013, Commission file number 1-6033, and incorporated herein by reference)

*^10.86	UAL United	Amended and Restated Letter Agreement No. 7 to the Airbus A350-900XWB Purchase Agreement, dated June 19, 2013 (filed as Exhibit 10.14 to UAL's Form 10-Q for the quarter ended June 30, 2013, Commission file number 1-6033, and incorporated herein by reference)
*^10.87	UAL United	Amended and Restated Letter Agreement No. 10 to the Airbus A350-900XWB Purchase Agreement, dated June 19, 2013 (filed as Exhibit 10.15 to UAL's Form 10-Q for the quarter ended June 30, 2013, Commission file number 1-6033, and incorporated herein by reference)
*^10.88	UAL United	Amended and Restated Letter Agreement No. 12 to the Airbus A350-900XWB Purchase Agreement, dated June 19, 2013 (filed as Exhibit 10.16 to UAL's Form 10-Q for the quarter ended June 30, 2013, Commission file number 1-6033, and incorporated herein by reference)
*^10.89	UAL United	Letter Agreement No. 14 to the Airbus A350-900XWB Purchase Agreement, dated May 6, 2016, between Airbus S.A.S. and United Airlines, Inc. (filed as Exhibit 10.6 to UAL's Form 10-Q for the quarter ended June 30, 2016, Commission file number 1-6033, and incorporated herein by reference)
*^10.90	UAL United	Amendment No. 3, dated March 14, 2017, to Airbus A350-900XWB Purchase Agreement, dated March 5, 2010, between Airbus S.A.S. and United Airlines, Inc. (filed as Exhibit 10.1 to UAL's Form 10-Q for the quarter ended March 31, 2017, Commission file number 1-6033, and incorporated herein by reference)
*^10.91	UAL United	Amended and Restated A350-900 Purchase Agreement, dated September 1, 2017, including letter agreements related thereto, between Airbus S.A.S. and United Airlines, Inc. (filed as Exhibit 10.1 to UAL's Form 10-Q for the quarter ended September 30, 2017, Commission file number 1-6033, and incorporated herein by reference)
*^10.92	UAL United	Purchase Agreement No. 1951, including exhibits and side letters thereto, dated July 23, 1996, by and among Continental and Boeing (filed as Exhibit 10.8 to Continental's Form 10-Q for the quarter ended June 30, 1996, Commission file number 1-10323, and incorporated herein by reference)
*^10.93	UAL United	Supplemental Agreement No. 1 to Purchase Agreement No. 1951, dated October 10, 1996 (filed as Exhibit 10.14(a) to Continental's Form 10-K for the year ended December 31, 1996, Commission file number 1-10323, and incorporated herein by reference)
*^10.94	UAL United	Supplemental Agreement No. 2 to Purchase Agreement No. 1951, dated March 5, 1997 (filed as Exhibit 10.3 to Continental's Form 10-Q for the quarter ended March 31, 1997, Commission file number 1-10323 and incorporated herein by reference)
*^10.95	UAL United	Supplemental Agreement No. 3, including exhibit and side letter, to Purchase Agreement No. 1951, dated July 17, 1997 (filed as Exhibit 10.14(c) to Continental's Form 10-K for the year ended December 31, 1997, Commission file number 1-10323, and incorporated herein by reference)
*^10.96	UAL United	Supplemental Agreement No. 4, including exhibits and side letters, to Purchase Agreement No. 1951, dated October 10, 1997 (filed as Exhibit 10.14(d) to Continental's Form 10-K for the year ended December 31, 1997, Commission file number 1-10323, and incorporated herein by reference)
*^10.97	UAL United	Supplemental Agreement No. 5, including exhibits and side letters, to Purchase Agreement No. 1951, dated October 10, 1997 (filed as Exhibit 10.1 to Continental's Form 10-Q for the quarter ended June 30, 1998, Commission file number 1-10323, and incorporated herein by reference)

*^10.98	UAL United	Supplemental Agreement No. 6, including exhibits and side letters, to Purchase Agreement No. 1951, dated July 30, 1998 (filed as Exhibit 10.1 to Continental's Form 10-Q for the quarter ended September 30, 1998, Commission file number 1-10323, and incorporated herein by reference)
*^10.99	UAL United	Supplemental Agreement No. 7, including side letters, to Purchase Agreement No. 1951, dated November 12, 1998 (filed as Exhibit 10.24(g) to Continental's Form 10-K for the year ended December 31, 1998, Commission file number 1-10323, and incorporated herein by reference)
*^10.100	UAL United	Supplemental Agreement No. 8, including side letters, to Purchase Agreement No. 1951, dated December 7, 1998 (filed as Exhibit 10.24(h) to Continental's Form 10-K for the year ended December 31, 1998, Commission file number 1-10323, and incorporated herein by reference)
*^10.101	UAL United	Letter Agreement No. 6-1162-GOC-131R1 to Purchase Agreement No. 1951, dated March 26, 1998 (filed as Exhibit 10.1 to Continental's Form 10-Q for the quarter ended March 31, 1998, Commission file number 1-10323, and incorporated herein by reference)
*^10.102	UAL United	Supplemental Agreement No. 9, including side letters, to Purchase Agreement No. 1951, dated February 18, 1999 (filed as Exhibit 10.4 to Continental's Form 10-Q for the quarter ended March 31, 1999, Commission file number 1-10323, and incorporated herein by reference)
*^10.103	UAL United	Supplemental Agreement No. 10, including side letters, to Purchase Agreement No. 1951, dated March 19, 1999 (filed as Exhibit 10.4(a) to Continental's Form 10-Q for the quarter ended March 31, 1999, Commission file number 1-10323, and incorporated herein by reference)
*^10.104	UAL United	Supplemental Agreement No. 11, including side letters, to Purchase Agreement No. 1951, dated March 14, 1999 (filed as Exhibit 10.7 to Continental's Form 10-Q for the quarter ended June 30, 1999, Commission file number 1-10323, and incorporated herein by reference)
*^10.105	UAL United	Supplemental Agreement No. 12, including side letters, to Purchase Agreement No. 1951, dated July 2, 1999 (filed as Exhibit 10.8 to Continental's Form 10-Q for the quarter ended September 30, 1999, Commission file number 1-10323, and incorporated herein by reference)
*^10.106	UAL United	Supplemental Agreement No. 13 to Purchase Agreement No. 1951, dated October 13, 1999 (filed as Exhibit 10.25(n) to Continental's Form 10-K for the year ended December 31, 1999, Commission file number 1-10323, and incorporated herein by reference)
*^10.107	UAL United	Supplemental Agreement No. 14 to Purchase Agreement No. 1951, dated December 13, 1999 (filed as Exhibit 10.25(o) to Continental's Form 10-K for the year ended December 31, 1999, Commission file number 1-10323, and incorporated herein by reference)
*^10.108	UAL United	Supplemental Agreement No. 15, including side letters, to Purchase Agreement No. 1951, dated January 13, 2000 (filed as Exhibit 10.1 to Continental's Form 10-Q for the quarter ended March 31, 2000, Commission file number 1-10323, and incorporated herein by reference)
*^10.109	UAL United	Supplemental Agreement No. 16, including side letters, to Purchase Agreement No. 1951, dated March 17, 2000 (filed as Exhibit 10.2 to Continental's Form 10-Q for the quarter ended March 31, 2000, Commission file number 1-10323, and incorporated herein by reference)

*^10.110	UAL United	Supplemental Agreement No. 17, including side letters, to Purchase Agreement No. 1951, dated May 16, 2000 (filed as Exhibit 10.2 to Continental's Form 10-Q for the quarter ended June 30, 2000, Commission file number 1-10323, and incorporated herein by reference)
*^10.111	UAL United	Supplemental Agreement No. 18, including side letters, to Purchase Agreement No. 1951, dated September 11, 2000 (filed as Exhibit 10.6 to Continental's Form 10-Q for the quarter ended September 30, 2000, Commission file number 1-10323, and incorporated herein by reference)
*^10.112	UAL United	Supplemental Agreement No. 19, including side letters, to Purchase Agreement No. 1951, dated October 31, 2000 (filed as Exhibit 10.20(t) to Continental's Form 10-K for the year ended December 31, 2000, Commission file number 1-10323, and incorporated herein by reference)
*^10.113	UAL United	Supplemental Agreement No. 20, including side letters, to Purchase Agreement No. 1951, dated December 21, 2000 (filed as Exhibit 10.20(u) to Continental's Form 10-K for the year ended December 31, 2000, Commission file number 1-10323, and incorporated herein by reference)
*^10.114	UAL United	Supplemental Agreement No. 21, including side letters, to Purchase Agreement No. 1951, dated March 30, 2001 (filed as Exhibit 10.1 to Continental's Form 10-Q for the quarter ended March 31, 2001, Commission file number 1-10323, and incorporated herein by reference)
*^10.115	UAL United	Supplemental Agreement No. 22, including side letters, to Purchase Agreement No. 1951, dated May 23, 2001 (filed as Exhibit 10.3 to Continental's Form 10-Q for the quarter ended June 30, 2001, Commission file number 1-10323, and incorporated herein by reference)
*^10.116	UAL United	Supplemental Agreement No. 23, including side letters, to Purchase Agreement No. 1951, dated June 29, 2001 (filed as Exhibit 10.4 to Continental's Form 10-Q for the quarter ended June 30, 2001, Commission file number 1-10323, and incorporated herein by reference)
*^10.117	UAL United	Supplemental Agreement No. 24, including side letters, to Purchase Agreement No. 1951, dated August 31, 2001 (filed as Exhibit 10.11 to Continental's Form 10-Q for the quarter ended September 30, 2001, Commission file number 1-10323, and incorporated herein by reference)
*^10.118	UAL United	Supplemental Agreement No. 25, including side letters, to Purchase Agreement No. 1951, dated December 31, 2001 (filed as Exhibit 10.22(z) to Continental's Form 10-K for the year ended December 31, 2001, Commission file number 1-10323, and incorporated herein by reference)
*^10.119	UAL United	Supplemental Agreement No. 26, including side letters, to Purchase Agreement No. 1951, dated March 29, 2002 (filed as Exhibit 10.4 to Continental's Form 10-Q for the quarter ended March 31, 2002, Commission file number 1-10323, and incorporated herein by reference)
*^10.120	UAL United	Supplemental Agreement No. 27, including side letters, to Purchase Agreement No. 1951, dated November 6, 2002 (filed as Exhibit 10.22(ab) to Continental's Form 10-K for the year ended December 31, 2002, Commission file number 1-10323, and incorporated herein by reference)
*^10.121	UAL United	Supplemental Agreement No. 28, including side letters, to Purchase Agreement No. 1951, dated April 1, 2003 (filed as Exhibit 10.6 to Continental's Form 10-Q for the quarter ended March 31, 2003, Commission file number 1-10323, and incorporated herein by reference)

[Table of Contents](#)

*^10.122	UAL United	Supplemental Agreement No. 29, including side letters, to Purchase Agreement No. 1951, dated August 19, 2003 (filed as Exhibit 10.2 to Continental's Form 10-Q for the quarter ended September 30, 2003, Commission file number 1-10323, and incorporated herein by reference)
*^10.123	UAL United	Supplemental Agreement No. 30 to Purchase Agreement No. 1951, dated November 4, 2003 (filed as Exhibit 10.23(ae) to Continental's Form 10-K for the year ended December 31, 2003, Commission file number 1-10323, and incorporated herein by reference)
*^10.124	UAL United	Supplemental Agreement No. 31 to Purchase Agreement No. 1951, dated August 20, 2004 (filed as Exhibit 10.4 to Continental's Form 10-Q for the quarter ended September 30, 2004, Commission file number 1-10323, and incorporated herein by reference)
*^10.125	UAL United	Supplemental Agreement No. 32, including side letters, to Purchase Agreement No. 1951, dated December 29, 2004 (filed as Exhibit 10.21(ag) to Continental's Form 10-K for the year ended December 31, 2004, Commission file number 1-10323, and incorporated herein by reference)
*^10.126	UAL United	Supplemental Agreement No. 33, including side letters, to Purchase Agreement No. 1951, dated December 29, 2004 (filed as Exhibit 10.21(ah) to Continental's Form 10-K for the year ended December 31, 2004, Commission file number 1-10323, and incorporated herein by reference)
*^10.127	UAL United	Supplemental Agreement No. 34 to Purchase Agreement No. 1951, dated June 22, 2005 (filed as Exhibit 10.3 to Continental's Form 10-Q for the quarter ended June 30, 2005, Commission file number 1-10323, and incorporated herein by reference)
*^10.128	UAL United	Supplemental Agreement No. 35 to Purchase Agreement No. 1951, dated June 30, 2005 (filed as Exhibit 10.4 to Continental's Form 10-Q for the quarter ended June 30, 2005, Commission file number 1-10323, and incorporated herein by reference)
*^10.129	UAL United	Supplemental Agreement No. 36 to Purchase Agreement No. 1951, dated July 28, 2005 (filed as Exhibit 10.1 to Continental's Form 10-Q for the quarter ended September 30, 2005, Commission file number 1-10323, and incorporated herein by reference)
*^10.130	UAL United	Supplemental Agreement No. 37 to Purchase Agreement No. 1951, dated March 30, 2006 (filed as Exhibit 10.2 to Continental's Form 10-Q for the quarter ended March 31, 2006, Commission file number 1-10323, and incorporated herein by reference)
*^10.131	UAL United	Supplemental Agreement No. 38 to Purchase Agreement No. 1951, dated June 6, 2006 (filed as Exhibit 10.3 to Continental's Form 10-Q for the quarter ended June 30, 2006, Commission file number 1-10323, and incorporated herein by reference)
*^10.132	UAL United	Supplemental Agreement No. 39 to Purchase Agreement No. 1951, dated August 3, 2006 (filed as Exhibit 10.4 to Continental's Form 10-Q for the quarter ended September 30, 2006, Commission file number 1-10323, and incorporated herein by reference)
*^10.133	UAL United	Supplemental Agreement No. 40 to Purchase Agreement No. 1951, dated December 5, 2006 (filed as Exhibit 10.23(ao) to Continental's Form 10-K for the year ended December 31, 2006, Commission file number 1-10323, and incorporated herein by reference)

*^10.134	UAL United	Supplemental Agreement No. 41 to Purchase Agreement No. 1951, dated June 1, 2007 (filed as Exhibit 10.1 to Continental's Form 10-Q for the quarter ended June 30, 2007, Commission file number 1-10323, and incorporated herein by reference)
*^10.135	UAL United	Supplemental Agreement No. 42 to Purchase Agreement No. 1951, dated June 12, 2007 (filed as Exhibit 10.2 to Continental's Form 10-Q for the quarter ended June 30, 2007, Commission file number 1-10323, and incorporated herein by reference)
*^10.136	UAL United	Supplemental Agreement No. 43 to Purchase Agreement No. 1951, dated July 18, 2007 (filed as Exhibit 10.1 to Continental's Form 10-Q for the quarter ended September 30, 2007, Commission file number 1-10323, and incorporated herein by reference)
*^10.137	UAL United	Supplemental Agreement No. 44 to Purchase Agreement No. 1951, dated December 7, 2007 (filed as Exhibit 10.21(as) to Continental's Form 10-K for the year ended December 31, 2007, Commission file number 1-10323, and incorporated herein by reference)
*^10.138	UAL United	Supplemental Agreement No. 45 to Purchase Agreement No. 1951, dated February 20, 2008 (filed as Exhibit 10.2 to Continental's Form 10-Q for the quarter ended March 31, 2008, Commission file number 1-10323, and incorporated herein by reference)
*^10.139	UAL United	Supplemental Agreement No. 46 to Purchase Agreement No. 1951, dated June 25, 2008 (filed as Exhibit 10.5 to Continental's Form 10-Q for the quarter ended June 30, 2008, Commission file number 1-10323, and incorporated herein by reference)
*^10.140	UAL United	Supplemental Agreement No. 47 to Purchase Agreement No. 1951, dated October 30, 2008 (filed as Exhibit 10.21(av) to Continental's Form 10-K for the year ended December 31, 2008, Commission file number 1-10323, and incorporated herein by reference)
*^10.141	UAL United	Supplemental Agreement No. 48 to Purchase Agreement No. 1951, dated January 29, 2009 (filed as Exhibit 10.3 to Continental's Form 10-Q for the quarter ended June 30, 2009, Commission file number 1-10323, and incorporated herein by reference)
*^10.142	UAL United	Supplemental Agreement No. 49 to Purchase Agreement No. 1951, dated May 1, 2009 (filed as Exhibit 10.4 to Continental's Form 10-Q for the quarter ended June 30, 2009, Commission file number 1-10323, and incorporated herein by reference)
*^10.143	UAL United	Supplemental Agreement No. 50 to Purchase Agreement No. 1951, dated July 23, 2009 (filed as Exhibit 10.2 to Continental's Form 10-Q for the quarter ended September 30, 2009, Commission file number 1-10323, and incorporated herein by reference)
*^10.144	UAL United	Supplemental Agreement No. 51 to Purchase Agreement No. 1951, dated August 5, 2009 (filed as Exhibit 10.3 to Continental's Form 10-Q for the quarter ended September 30, 2009, Commission file number 1-10323, and incorporated herein by reference)

*^10.145	UAL United	Supplemental Agreement No. 52 to Purchase Agreement No. 1951, dated August 31, 2009 (filed as Exhibit 10.4 to Continental's Form 10-Q for the quarter ended September 30, 2009, Commission file number 1-10323, and incorporated herein by reference)
*^10.146	UAL United	Supplemental Agreement No. 53 to Purchase Agreement No. 1951, dated December 23, 2009 (filed as Exhibit 10.22(bb) to Continental's Form 10-K for the year ended December 31, 2009, Commission file number 1-10323, and incorporated herein by reference)
*^10.147	UAL United	Supplemental Agreement No. 54 to Purchase Agreement No. 1951, dated March 2, 2010 (filed as Exhibit 10.2 to Continental's Form 10-Q for the quarter ended March 31, 2010, Commission file number 1-10323, and incorporated herein by reference)
*^10.148	UAL United	Supplemental Agreement No. 55 to Purchase Agreement No. 1951, dated March 31, 2010 (filed as Exhibit 10.3 to Continental's Form 10-Q for the quarter ended March 31, 2010, Commission file number 1-10323, and incorporated herein by reference)
*^10.149	UAL United	Supplemental Agreement No. 56 to Purchase Agreement No. 1951, dated August 12, 2010 (filed as Exhibit 10.4 to Continental's Form 10-Q for the quarter ended September 30, 2010, Commission File Number 1-10323, and incorporated herein by reference)
*^10.150	UAL United	Supplemental Agreement No. 57 to Purchase Agreement No. 1951, dated March 2, 2011 (filed as Exhibit 10.1 to UAL's Form 10-Q for the quarter ended March 31, 2011, Commission file number 1-6033, and incorporated herein by reference)
*^10.151	UAL United	Supplemental Agreement No. 58 to Purchase Agreement No. 1951, dated January 6, 2012 (filed as Exhibit 10.1 to UAL's Form 10-Q for the quarter ended March 31, 2012, Commission file number 1-6033, and incorporated herein by reference)
*^10.152	UAL United	Supplemental Agreement No. 59 to Purchase Agreement No. 1951, dated July 12, 2012 (filed as Exhibit 10.5 to UAL's Form 10-Q for the quarter ended September 30, 2012, Commission file number 1-6033, and incorporated herein by reference)
*^10.153	UAL United	Supplemental Agreement No. 60 to Purchase Agreement No. 1951, dated November 7, 2012 (filed as Exhibit 10.2 to UAL's Form 10-Q for the quarter ended June 30, 2013, Commission file number 1-6033, and incorporated herein by reference)
*^10.154	UAL United	Supplemental Agreement No. 61 to Purchase Agreement No. 1951, dated September 11, 2013 (filed as Exhibit 10.1 for the quarter ended September 30, 2013, Commission file number 1-6033, and incorporated herein by reference)
*^10.155	UAL United	Supplemental Agreement No. 62 to Purchase Agreement No. 1951, dated January 14, 2015 (filed as Exhibit 10.3 for the quarter ended March 31, 2015, Commission file number 1-6033, and incorporated herein by reference)
*^10.156	UAL United	Supplemental Agreement No. 63 to Purchase Agreement No. 1951, dated May 26, 2015 (filed as Exhibit 10.1 for the quarter ended June 30, 2015, Commission file number 1-10323, and incorporated herein by reference)
*^10.157	UAL United	Supplemental Agreement No. 64 to Purchase Agreement No. 1951, dated June 12, 2015 (filed as Exhibit 10.2 for the quarter ended June 30, 2015, Commission file number 1-10323, and incorporated herein by reference)

*^10.158	UAL United	Aircraft General Terms Agreement, dated October 10, 1997, by and among Continental and Boeing (filed as Exhibit 10.15 to Continental's Form 10-K for the year ended December 31, 1997, Commission File Number 1-10323, and incorporated herein by reference)
*^10.159	UAL United	Letter Agreement 6-1162-CHL-048, dated February 8, 2002, by and among Continental and Boeing (filed as Exhibit 10.44 to Continental's Form 10-K for the year ended December 31, 2001, Commission file number 1-10323, and incorporated herein by reference)
*^10.160	UAL United	Purchase Agreement No. 2484, including exhibits and side letters, dated December 29, 2004, by and among Continental and Boeing (filed as Exhibit 10.27 to Continental's Form 10-K for the year ended December 31, 2004, Commission file number 1-10323, and incorporated herein by reference)
*^10.161	UAL United	Supplemental Agreement No. 1 to Purchase Agreement No. 2484, dated June 30, 2005 (filed as Exhibit 10.5 to Continental's Form 10-Q for the quarter ended June 30, 2005, Commission file number 1-10323, and incorporated herein by reference)
*^10.162	UAL United	Supplemental Agreement No. 2, including exhibits and side letters, to Purchase Agreement No. 2484, dated January 20, 2006 (filed as Exhibit 10.27(b) to Continental's Form 10-K for the year ended December 31, 2005, Commission file number 1-10323, and incorporated herein by reference)
*^10.163	UAL United	Supplemental Agreement No. 3 to Purchase Agreement No. 2484, dated May 3, 2006 (filed as Exhibit 10.4 to Continental's Form 10-Q for the quarter ended June 30, 2006, Commission file number 1-10323, and incorporated herein by reference)
*^10.164	UAL United	Supplemental Agreement No. 4 to Purchase Agreement No. 2484, dated July 14, 2006 (filed as Exhibit 10.5 to Continental's Form 10-Q for the quarter ended September 30, 2006, Commission file number 1-10323, and incorporated herein by reference)
*^10.165	UAL United	Supplemental Agreement No. 5 to Purchase Agreement No. 2484, dated March 12, 2007 (filed as Exhibit 10.1 to Continental's Form 10-Q for the quarter ended March 31, 2007, Commission file number 1-10323, and incorporated herein by reference)
*^10.166	UAL United	Supplemental Agreement No. 6 to Purchase Agreement No. 2484, dated October 22, 2008 (filed as Exhibit 10.25(f) to Continental's Form 10-K for the year ended December 31, 2008, Commission file number 1-10323, and incorporated herein by reference)
*^10.167	UAL United	Supplemental Agreement No. 7 to Purchase Agreement No. 2484, dated November 7, 2012 (filed as Exhibit 10.179 to UAL's Form 10-K for the year ended December 31, 2012, Commission file number 1-6033, and incorporated herein by reference)
*^10.168	UAL United	Supplemental Agreement No. 8 to Purchase Agreement No. 2484, dated June 17, 2013 (filed as Exhibit 10.4 to UAL's Form 10-Q for the quarter ended June 30, 2013, Commission file number 1-6033, and incorporated herein by reference)
*^10.169	UAL United	Supplemental Agreement No. 9 to Purchase Agreement No. 2484, dated June 6, 2014 (filed as Exhibit 10.4 to UAL's Form 10-Q for the quarter ended June 30, 2014, Commission file number 1-6033, and incorporated herein by reference)

*^10.170	UAL United	Supplemental Agreement No. 10 to Purchase Agreement No. 2484, dated January 14, 2015 (filed as Exhibit 10.4 to UAL's Form 10-Q for the quarter ended March 31, 2015, Commission file number 1-6033, and incorporated herein by reference)
*^10.171	UAL United	Supplemental Agreement No. 11 to Purchase Agreement No. 2484, dated April 30, 2015 (filed as Exhibit 10.3 to UAL's Form 10-Q for the quarter ended June 30, 2015, Commission file number 1-10323, and incorporated herein by reference)
*^10.172	UAL United	Amended and Restated Letter Agreement No. 11, dated August 8, 2005, by and among Continental and General Electric Company (filed as Exhibit 10.3 to Continental's Form 10-Q for the quarter ended September 30, 2005, Commission file number 1-10323, and incorporated herein by reference)
*^10.173	UAL United	Agreement, dated May 7, 2003, by and among Continental and the United States of America, acting through the Transportation Security Administration (filed as Exhibit 10.1 to Continental's Form 10-Q for the quarter ended June 30, 2003, Commission file number 1-10323, and incorporated herein by reference)
*^10.174	UAL United	Purchase Agreement No. PA-03784, dated July 12, 2012, between The Boeing Company and United Air Lines, Inc. (filed as Exhibit 10.1 to UAL's Form 10-Q for the quarter ended September 30, 2012, Commission file number 1-6033, and incorporated herein by reference)
*^10.175	UAL United	Supplemental Agreement No. 01 to Purchase Agreement No. PA-03784, dated September 27, 2012 (filed as Exhibit 10.2 to UAL's Form 10-Q for the quarter ended September 30, 2012, Commission file number 1-6033, and incorporated herein by reference)
*^10.176	UAL United	Supplemental Agreement No. 02 to Purchase Agreement Number PA-03784, dated March 1, 2013 (filed as Exhibit 10.3 to UAL's Form 10-Q for the quarter ended June 30, 2013, Commission file number 1-6033, and incorporated herein by reference)
*^10.177	UAL United	Supplemental Agreement No. 03 to Purchase Agreement Number PA-03784, dated June 27, 2013 (filed as Exhibit 10.7 to UAL's Form 10-Q for the quarter ended June 30, 2013, Commission file number 1-6033, and incorporated herein by reference)
*^10.178	UAL United	Supplemental Agreement No. 04 to Purchase Agreement Number PA-03784, dated September 11, 2013 (filed as Exhibit 10.2 to UAL's Form 10-Q for the quarter ended September 30, 2013, Commission file number 1-6033, and incorporated herein by reference)
*^10.179	UAL United	Supplemental Agreement No. 05 to Purchase Agreement Number PA-03784, dated March 3, 2014 (filed as Exhibit 10.2 to UAL's Form 10-Q for the quarter ended June 30, 2014, Commission file number 1-6033 and incorporated herein by reference)
*^10.180	UAL United	Supplemental Agreement No. 06 to Purchase Agreement Number PA-03784, dated June 6, 2014 (filed as Exhibit 10.3 to UAL's Form 10-Q for the quarter ended June 30, 2014, Commission file number 1-6033, and incorporated herein by reference)
*^10.181	UAL United	Supplemental Agreement No. 07 to Purchase Agreement Number PA-03784, dated May 26, 2015 (filed as Exhibit 10.6 to UAL's Form 10-Q for the quarter ended June 30, 2015, Commission file number 1-10323 and incorporated herein by reference)

*^10.182	UAL United	Supplemental Agreement No. 08 to Purchase Agreement Number PA-03784, dated June 12, 2015 (filed as Exhibit 10.7 to UAL's Form 10-Q for the quarter ended June 30, 2015, Commission file number 1-10323 and incorporated herein by reference)
*^10.183	UAL United	Supplemental Agreement No. 9 to Purchase Agreement No. 03784, dated January 20, 2016, between The Boeing Company and United Airlines, Inc. (filed as Exhibit 10.2 to UAL's Form 10-Q for the quarter ended March 31, 2016, Commission file number 1-6033, and incorporated herein by reference)
*^10.184	UAL United	Supplemental Agreement No. 10 to Purchase Agreement No. 03784, dated February 8, 2016, between The Boeing Company and United Airlines, Inc. (filed as Exhibit 10.4 to UAL's Form 10-Q for the quarter ended March 31, 2016, Commission file number 1-6033, and incorporated herein by reference)
*^10.185	UAL United	Supplemental Agreement No. 11 to Purchase Agreement Number No. 03784, dated March 7, 2016, between The Boeing Company and United Airlines, Inc. (filed as Exhibit 10.6 to UAL's Form 10-Q for the quarter ended March 31, 2016, Commission file number 1-6033, and incorporated herein by reference)
*^10.186	UAL United	Supplemental Agreement No. 12 to Purchase Agreement No. 03784, dated June 24, 2016, between The Boeing Company and United Airlines, Inc. (filed as Exhibit 10.7 to UAL's Form 10-Q for the quarter ended June 30, 2016, Commission file number 1-6033, and incorporated herein by reference)
*^10.187	UAL United	Supplemental Agreement No. 13 to Purchase Agreement No. 03784, dated December 27, 2016, between The Boeing Company and United Airlines, Inc. (filed as Exhibit 10.174 to UAL's Form 10-K for the year ended December 31, 2016, Commission file number 1-6033, and incorporated herein by reference)
*^10.188	UAL United	Purchase Agreement No. PA-03776, dated July 12, 2012, between The Boeing Company and United Continental Holdings, Inc. (filed as Exhibit 10.3 to UAL's Form 10-Q for the quarter ended September 30, 2012, Commission file number 1-6033, and incorporated herein by reference)
*^10.189	UAL United	Supplemental Agreement No. 01 to Purchase Agreement No. 03776, dated June 17, 2013 (filed as Exhibit 10.5 to UAL's Form 10-Q for the quarter ended June 30, 2013, Commission file number 1-6033, and incorporated herein by reference)
*^10.190	UAL United	Purchase Agreement Assignment to Purchase Agreement No. 03776, dated October 23, 2013, between United Continental Holdings, Inc. and United Airlines, Inc. (filed as Exhibit 10.3 to UAL's Form 10-Q for the quarter ended September 30, 2013, Commission file number 1-6033, and incorporated herein by reference)
*^10.191	UAL United	Supplemental Agreement No. 02 to Purchase Agreement No. 03776, dated January 14, 2015 (filed as Exhibit 10.5 to UAL's Form 10-Q for the quarter ended March 31, 2015, Commission file number 1-6033, and incorporated herein by reference)
*^10.192	UAL United	Supplemental Agreement No. 03 to Purchase Agreement No. 03776, dated May 26, 2015 (filed as Exhibit 10.4 to UAL's Form 10-Q for the quarter ended June 30, 2015, Commission file number 1-10323, and incorporated herein by reference)
*^10.193	UAL United	Supplemental Agreement No. 04 to Purchase Agreement No. 03776, dated June 12, 2015 (filed as Exhibit 10.5 to UAL's Form 10-Q for the quarter ended June 30, 2015, Commission file number 1-10323, and incorporated herein by reference)

*^10.194	UAL United	Supplemental Agreement No. 5 to Purchase Agreement No. 03776, dated January 20, 2016, between The Boeing Company and United Airlines, Inc. (filed as Exhibit 10.1 to UAL's Form 10-Q for the quarter ended March 31, 2016, Commission file number 1-6033, and incorporated herein by reference)
*^10.195	UAL United	Supplemental Agreement No. 6 to Purchase Agreement No. 03776, dated February 8, 2016, between The Boeing Company and United Airlines, Inc. (filed as Exhibit 10.3 to UAL's Form 10-Q for the quarter ended March 31, 2016, Commission file number 1-6033, and incorporated herein by reference)
*^10.196	UAL United	Supplemental Agreement No. 7 to Purchase Agreement No. 03776, dated December 27, 2016, between The Boeing Company and United Airlines, Inc. (filed as Exhibit 10.183 to UAL's Form 10-K for the year ended December 31, 2016, Commission file number 1-6033, and incorporated herein by reference)
*^10.197	UAL United	Supplemental Agreement No. 8, including exhibits and side letters, to Purchase Agreement No. 03776, dated June 7, 2017, between The Boeing Company and United Airlines, Inc. (filed as Exhibit 10.3 to UAL's Form 10-Q for the quarter ended June 30, 2017, Commission file number 1-6033, and incorporated herein by reference)
*^10.198	UAL United	Supplemental Agreement No. 9, including exhibits and side letters, to Purchase Agreement No. 03776, dated June 15, 2017, between The Boeing Company and United Airlines, Inc. (filed as Exhibit 10.4 to UAL's Form 10-Q for the quarter ended June 30, 2017, Commission file number 1-6033, and incorporated herein by reference)
*^10.199	UAL United	Letter Agreement No. 6-1162-KKT-080, dated July 12, 2012, among Boeing, United Continental Holdings, Inc., United Air Lines, Inc., and Continental Airlines, Inc. (filed as Exhibit 10.4 to UAL's Form 10-Q for the quarter ended September 30, 2012, Commission file number 1-6033, and incorporated herein by reference)
*^10.200	UAL United	Purchase Agreement No. 3860, dated September 27, 2012, between Boeing and United Air Lines, Inc. (filed as Exhibit 10.6 to UAL's Form 10-Q for the quarter ended September 30, 2012, Commission file number 1-6033, and incorporated herein by reference)
*^10.201	UAL United	Supplemental Agreement No. 1 to Purchase Agreement No. 3860, dated June 17, 2013 (filed as Exhibit 10.6 to UAL's Form 10-Q for the quarter ended June 30, 2013, Commission file number 1-6033, and incorporated herein by reference)
*^10.202	UAL United	Supplemental Agreement No. 2 to Purchase Agreement No. 3860, dated December 16, 2013 (filed as Exhibit 10.1 to UAL's Form 10-Q for the quarter ended June 30, 2014, Commission file number 1-6033, and incorporated herein by reference)
*^10.203	UAL United	Supplemental Agreement No. 3 to Purchase Agreement No. 3860, dated as of July 22, 2014 (filed as Exhibit 10.3 to UAL's Form 10-Q for the quarter ended September 30, 2014, Commission file number 1-6033, and incorporated herein by reference)
*^10.204	UAL United	Supplemental Agreement No. 4 to Purchase Agreement No. 3860, dated as of January 14, 2015 (filed as Exhibit 10.6 to UAL's Form 10-Q for the quarter ended March 31, 2015, Commission file number 1-6033, and incorporated herein by reference)

*^10.205	UAL United	Supplemental Agreement No. 5 to Purchase Agreement No. 3860, dated as of April 30, 2015 (filed as Exhibit 10.8 to UAL's Form 10-Q for the quarter ended June 30, 2015, Commission file number 1-10323, and incorporated herein by reference)
*^10.206	UAL United	Supplemental Agreement No. 6 to Purchase Agreement No. 3860, dated as of December 31, 2015 (filed as Exhibit 10.178 to UAL's Form 10-K for the year ended December 31, 2015, Commission file number 1-6033, and incorporated herein by reference)
*^10.207	UAL United	Supplemental Agreement No. 7 to Purchase Agreement No. 3860, dated March 7, 2016, between The Boeing Company and United Airlines, Inc. (filed as Exhibit 10.5 to UAL's Form 10-Q for the quarter ended March 31, 2016, Commission file number 1-6033, and incorporated herein by reference)
*^10.208	UAL United	Letter Agreement to Purchase Agreement No. 3860, dated May 5, 2016, between The Boeing Company and United Airlines, Inc. (filed as Exhibit 10.5 to UAL's Form 10-Q for the quarter ended June 30, 2016, Commission file number 1-6033, and incorporated herein by reference)
*^10.209	UAL United	Supplemental Agreement No. 8, including exhibits and side letters, to Purchase Agreement No. 3860, Dated June 15, 2017, between The Boeing Company and United Airlines, Inc. (filed as Exhibit 10.5 to UAL's Form 10-Q for the quarter ended June 30, 2017, Commission file number 1-6033, and incorporated herein by reference)
*^10.210	UAL United	Letter Agreement No. UAL-LA-1604287 to Purchase Agreement Nos. 3776, 3784 and 3860, dated December 27, 2016, between The Boeing Company and United Airlines, Inc. (filed as Exhibit 10.194 to UAL's Form 10-K for the year ended December 31, 2016, Commission file number 1-6033, and incorporated herein by reference)
*^10.211	UAL United	Amendment No. 3, dated March 14, 2017, to Airbus A350-900XWB Purchase Agreement, dated March 5, 2010, between Airbus S.A.S. and United Airlines, Inc. (filed as Exhibit 10.1 to UAL's Form 10-Q for the quarter ended March 31, 2017, Commission file number 1-6033, and incorporated herein by reference)
*^10.212	UAL United	Amended and Restated A350-900 Purchase Agreement, dated September 1, 2017, including letter agreements related thereto, between Airbus S.A.S. and United Airlines, Inc. (filed as Exhibit 10.1 to UAL's Form 10-Q for the quarter ended September 30, 2017, Commission file number 1-6033, and incorporated herein by reference)
*10.213	UAL United	Credit and Guaranty Agreement, dated as of March 27, 2013, among Continental Airlines, Inc. and United Air Lines, Inc., as co-borrowers, United Continental Holdings, Inc., as parent and a guarantor, the subsidiaries of United Continental Holdings, Inc. other than the co-borrowers party thereto from time to time, as guarantors, the lenders party thereto from time to time, and JPMorgan Chase Bank, N.A., as administrative agent (filed as Exhibit 10.1 to UAL's Form 8-K filed March 28, 2013, Commission file number 1-6033, and incorporated herein by reference)
*10.214	UAL United	First Amendment to Credit and Guaranty Agreement, dated as of March 27, 2014 (filed as Exhibit 10.1 to UAL's Form 10-Q for the quarter ended March 31, 2014, Commission file number 1-6033, and incorporated herein by reference)

*10.215	UAL United	Second Amendment to Credit and Guaranty Agreement, dated as of July 25, 2014 (filed as Exhibit 10.1 to UAL's Form 8-K filed September 19, 2014, Commission file number 1-6033, and incorporated herein by reference)
*10.216	UAL United	Third Amendment to Credit and Guaranty Agreement, dated as of September 15, 2014 (filed as Exhibit 10.2 to UAL's Form 8-K filed September 19, 2014, Commission file number 1-6033, and incorporated herein by reference)
*10.217	UAL United	Fourth Amendment to Credit and Guaranty Agreement, dated as of May 24, 2016 (filed as Exhibit 10.4 to UAL's Form 10-Q for the quarter ended June 30, 2016, Commission file number 1-6033, and incorporated herein by reference)
*10.218	UAL United	Amended and Restated Credit and Guaranty Agreement, dated as of March 29, 2017, among United Airlines, Inc., as borrower, United Continental Holdings, Inc., as parent and a guarantor, the subsidiaries of United Continental Holdings, Inc. from time to time party thereto other than the borrower party thereto from time to time, as guarantors, the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent (filed as Exhibit 10.1 to UAL's Form 8-K filed April 3, 2017, Commission file number 1-6033, and incorporated herein by reference)
10.219	UAL United	First Amendment, dated as of November 15, 2017, to Amended and Restated Credit Guaranty Agreement
		Computation of Ratios
12.1	UAL	United Continental Holdings, Inc. and Subsidiary Companies Computation of Ratio of Earnings to Fixed Charges
12.2	United	United Airlines, Inc. and Subsidiary Companies Computation of Ratio of Earnings to Fixed Charges
		List of Subsidiaries
21	UAL United	List of United Continental Holdings, Inc. and United Airlines, Inc. Subsidiaries
		Consents of Experts and Counsel
23.1	UAL	Consent of Independent Registered Public Accounting Firm (Ernst & Young LLP) for United Continental Holdings, Inc.
23.2	United	Consent of Independent Registered Public Accounting Firm (Ernst & Young LLP) for United Airlines, Inc.
		Rule 13a-14(a)/15d-14(a) Certifications
31.1	UAL	Certification of the Principal Executive Officer of United Continental Holdings, Inc. pursuant to 15 U.S.C. 78m(a) or 78o(d) (Section 302 of the Sarbanes-Oxley Act of 2002)
31.2	UAL	Certification of the Principal Financial Officer of United Continental Holdings, Inc. pursuant to 15 U.S.C. 78m(a) or 78o(d) (Section 302 of the Sarbanes-Oxley Act of 2002)
31.3	United	Certification of the Principal Executive Officer of United Airlines, Inc. pursuant to 15 U.S.C. 78m(a) or 78o(d) (Section 302 of the Sarbanes-Oxley Act of 2002)
31.4	United	Certification of the Principal Financial Officer of United Airlines, Inc. pursuant to 15 U.S.C. 78m(a) or 78o(d) (Section 302 of the Sarbanes-Oxley Act of 2002)

		Section 1350 Certifications
32.1	UAL	Certification of the Chief Executive Officer and Chief Financial Officer of United Continental Holdings, Inc. pursuant to 18 U.S.C. 1350 (Section 906 of the Sarbanes-Oxley Act of 2002)
32.2	United	Certification of the Chief Executive Officer and Chief Financial Officer of United Airlines, Inc. pursuant to 18 U.S.C. 1350 (Section 906 of the Sarbanes-Oxley Act of 2002)
		Interactive Data File
101	UAL United	The following materials from each of United Continental Holdings, Inc.'s and United Airlines, Inc.'s Annual Reports on Form 10-K for the year ended December 31, 2017, formatted in XBRL (Extensible Business Reporting Language): (i) the Statements of Consolidated Operations, (ii) the Statements of Consolidated Comprehensive Income (Loss), (iii) the Consolidated Balance Sheets, (iv) the Statements of Consolidated Cash Flows, (v) the Statements of Consolidated Stockholders' Equity (Deficit) and (vi) the Combined Notes to Consolidated Financial Statements.

* Previously filed.
† Indicates management contract or compensatory plan or arrangement. Pursuant to Item 601(b)(10), United is permitted to omit certain compensation-related exhibits from this report and therefore only UAL is identified as the registrant for purposes of those items.
^ Confidential portion of this exhibit has been omitted and filed separately with the SEC pursuant to a request for confidential treatment.

ITEM 16. FORM 10-K SUMMARY.

None.

Table of Contents

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, each registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

UNITED CONTINENTAL HOLDINGS, INC.
UNITED AIRLINES, INC.
(Registrants)

By: /s/ Andrew C. Levy
Andrew C. Levy
Executive Vice President and Chief Financial Officer

Date: February 22, 2018

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of United Continental Holdings, Inc. and in the capacities and on the date indicated.

Signature	Capacity
/s/ Oscar Munoz Oscar Munoz	Chief Executive Officer, Director (Principal Executive Officer)
/s/ Andrew C. Levy Andrew C. Levy	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
/s/ Chris Kenny Chris Kenny	Vice President and Controller (Principal Accounting Officer)
/s/ Carolyn Corvi Carolyn Corvi	Director
/s/ Jane C. Garvey Jane C. Garvey	Director
/s/ Barney Harford Barney Harford	Director
/s/ Todd M. Insler Todd M. Insler	Director
/s/ Walter Isaacson Walter Isaacson	Director

Table of Contents

Signature	Capacity
/s/ James A.C. Kennedy James A.C. Kennedy	Director
/s/ Robert A. Milton Robert A. Milton	Director
/s/ William R. Nuti William R. Nuti	Director
/s/ Sito Pantoja Sito Pantoja	Director
/s/ Edward M. Philip Edward M. Philip	Director
/s/ Edward L. Shapiro Edward L. Shapiro	Director
/s/ Laurence E. Simmons Laurence E. Simmons	Director
/s/ David J. Vitale David J. Vitale	Director
/s/ James M. Whitehurst James M. Whitehurst	Director

Date: February 22, 2018

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of United Airlines, Inc. and in the capacities and on the date indicated.

Signature	Capacity
/s/ Oscar Munoz Oscar Munoz	Chief Executive Officer, Director (Principal Executive Officer)
/s/ Andrew C. Levy Andrew C. Levy	Executive Vice President and Chief Financial Officer, Director (Principal Financial Officer)
/s/ Chris Kenny Chris Kenny	Vice President and Controller (Principal Accounting Officer)
/s/ Gregory L. Hart Gregory L. Hart	Director
/s/ J. Scott Kirby J. Scott Kirby	Director

Date: February 22, 2018

Schedule II

Valuation and Qualifying Accounts
For the Years Ended December 31, 2017, 2016 and 2015

(In millions) Description	Balance at Beginning of Period	Additions Charged to Costs and Expenses	Deductions (a)	Other	Balance at End of Period
Allowance for doubtful accounts—UAL and United:					
2017	$ 10	$ 20	$ 23	$ —	$ 7
2016	18	18	26	—	10
2015	22	25	29	—	18
Obsolescence allowance—spare parts—UAL and United:					
2017	$ 295	$ 75	$ 17	$ 1	$ 354
2016	235	61	16	15	295
2015	169	38	—	28	235
Valuation allowance for deferred tax assets—UAL:					
2017	$ 68	$ 11	$ 27	$ 11	$ 63
2016	48	47	27	—	68
2015	4,751	—	4,703	—	48
Valuation allowance for deferred tax assets—United:					
2017	$ 68	$ 11	$ 27	$ 11	$ 63
2016	48	47	27	—	68
2015	4,721	—	4,673	—	48

(a) Deduction from reserve for purpose for which reserve was created.

Exhibit 10.3

FIRST AMENDMENT TO
UNITED CONTINENTAL HOLDINGS, INC.
PROFIT SHARING PLAN (2016)

WHEREAS, United Continental Holdings, Inc. (the "Company") sponsors the United Continental Holdings, Inc. Profit Sharing Plan (the "Plan");

WHEREAS, Appendix B of the Plan sets forth the Factors used in the determination of profit sharing Awards for each Participating Employee Group under Section III.B.3 of the Plan;

WHEREAS, the Company has reached joint collective bargaining agreements and certain other agreements with various represented employee groups, necessitating certain changes to Appendix B, effective for the 2017 Plan Year and thereafter;

WHEREAS, Section V.A reserves to the Company the right to amend the Plan in its sole discretion; and

WHEREAS, the Company has previously delegated the authority to amend the Plan with respect to changes relating to implementation of collective bargaining agreements to the Company's Executive Vice President Human Resources and Labor Relations;

NOW, THEREFORE, the Plan is hereby amended effective January 1, 2017, for the 2017 Plan Year and thereafter, as set forth below:

"APPENDIX B - FACTORS

Labor Group	Union Representation	Factor for Base Percentage A	Factor for Base Percentage B
Represented			
Central Load Planners	IAM	5	10
Customer Service Representatives	IAM	5	10
Dispatchers	PAFCA	5	10
Fleet Service Employees	IAM	5	10
Flight Attendants	AFA	10	20
Maintenance Instructors	IAM	5	10
Pilots	ALPA	10	20
Reservations Representatives	IAM	5	10
Simulator Technicians	IBT	5	10
Storekeeper Employees	IAM	5	10
Technicians	IBT	5	10
Non-Represented			
Chelsea Food Service	None	5	10
Flight Qualified Management	None	5	10
Management & Administrative	None	5	10"

IN WITNESS WHEREOF, the Company has caused this amendment to be executed on its behalf this 29 th day of January, 2018.

UNITED CONTINENTAL HOLDINGS, INC.

/s/ Kate Gebo

Kate Gebo
Executive Vice President,
Human Resources and Labor Relations

Exhibit 10.63

UNITED CONTINENTAL HOLDINGS, INC.

ANNUAL INCENTIVE PROGRAM
(Adopted pursuant to the 2017 Incentive Compensation Plan)

1. **Purpose .** This United Continental Holdings, Inc. Annual Incentive Program (the " Program ") has been adopted by the Compensation Committee (the " Committee ") of the Board of Directors of United Continental Holdings, Inc., a Delaware corporation (the " Company "), to implement in part the "Cash Incentive Award" provisions of the United Continental Holdings, Inc. 2017 Incentive Compensation Plan, as amended from time to time (the " 2017 Plan "). The Program is intended to provide a method for attracting, motivating, and retaining officers and employees of the Company and its subsidiaries and to compensate such officers and employees based on performance measures of the Company and its consolidated subsidiaries as described herein. The Program and participation hereunder shall be subject to the terms of the 2017 Plan; provided, however, to the extent that terms of the 2017 Plan reference requirements related to Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code"), which were eliminated by the Tax Cuts and Jobs Act of 2017, the Committee may eliminate such requirements with respect to any award granted pursuant to this Program to the extent consistent with any transition relief issued by the Internal Revenue Service relating to the elimination of the performance-based compensation exemption under Section 162(m) of the Code.

2. **Participants .** Each individual who is an Eligible Employee on the first day of a fiscal year of the Company or who becomes an Eligible Employee after the first day of a fiscal year shall become a Participant and receive the opportunity to receive an Annual Incentive Payment with respect to such fiscal year only if such individual is selected by the Administrator in its sole discretion (subject to the terms of any applicable employment agreement) for participation in the Program with respect to such fiscal year prior to the last day of such fiscal year. Selection by the Administrator for participation in the Program for a fiscal year or portion thereof constitutes a Cash Incentive Award under the 2017 Plan. The Chief Executive Officer of the Company (the " CEO ") shall have the power to terminate any Participant's participation in the Program upon written notice to such Participant of such termination and, only in the case of a Participant who is subject to section 16 of the Securities Exchange Act of 1934, as amended (" Section 16 "), subject to ratification of such action by the Committee.

3. **Definitions .** Where the following words and phrases are used in the Program, they shall have the respective meanings set forth below, unless the context clearly indicates to the contrary:

(a) " Administrator " means the Committee or the CEO of the Company, subject to the provisions of Section 4.

(b) " Annual Incentive Payment " means, with respect to a Participant for a fiscal year, the dollar amount calculated by multiplying such Participant's Target Opportunity with respect to such fiscal year by the applicable incentive percentage (i.e., Entry Incentive Percentage, Target Incentive Percentage, Stretch Incentive Percentage, and provided that the Administrator may provide for varying percentages (including through linear interpolation) between performance levels) determined by the Administrator based on the satisfaction of the performance measure(s) as may be established by the Committee under the Program, which performance measures may include Earning Per Share, Pre-tax Income, performance measures set forth in the 2017 Plan or such other secondary performance measures as may be selected by the Administrator.

(c) " Base Salary " with respect to a fiscal year means the Participant's base annual salary with respect to such fiscal year payable or paid, as applicable, by the Company or a consolidated subsidiary, as in effect on a date specified by the Administrator or over a period specified by the Administrator for such fiscal year as determined by the Administrator at the time such Participant commences participation in the Program for such fiscal year (except as otherwise specifically provided in the Program).

(d) " Broad Based Payment " means, with respect to a fiscal year, that a payment has been or will be paid under the Company's broad-based profit sharing plan to the participants in that plan with respect to such fiscal year.

(e) " Change of Control " means, with respect to the Cash Incentive Award at issue, a "Change of Control" as defined in the 2017 Plan as in effect on the date that the Committee makes the designations enumerated in Section 4(b) for such Cash Incentive Award.

(f) " Change of Control Level " with respect to a fiscal year means the amount established by the Committee as the Change of Control Level with respect to such fiscal year pursuant to Section 4 hereof.

(g) " Change Year " means the fiscal year during which a Change of Control occurs.

(h) " Disability " means, with respect to a Participant, the disability of such Participant such as would entitle such Participant to receive disability income benefits pursuant to the long-term disability plan of the Company or a subsidiary then covering such Participant or, if no such plan exists or is applicable to such Participant, the permanent and total disability of such Participant within the meaning of section 22(e)(3) of the Code.

(i) " Eligible Employee " means any individual who is an officer of the Company or a subsidiary.

(j) " Entry Incentive Percentage " means, with respect to a Participant for a fiscal year, that percentage established by the Administrator as the Entry Incentive Percentage with respect to such Participant for such fiscal year pursuant to Section 4 hereof.

(k) " Entry Level " with respect to a fiscal year means the amount established by the Committee as the Entry Level of the specified performance measure(s) with respect to such fiscal year pursuant to Section 4 hereof.

(l) " Participant " means an Eligible Employee who has received a Cash Incentive Award under the Program with respect to a fiscal year of the Company pursuant to Section 4.

(m) " Performance Target " means, with respect to a fiscal year, the minimum level of the performance measure(s) as may be established by the Administrator that must be achieved for such fiscal year in order for a Participant to be eligible to receive an Annual Incentive Payment for such fiscal year.

(n) " Pre-tax Income " means, with respect to each fiscal year, the aggregate consolidated net income adjusted to exclude reported income taxes of the Company for such fiscal year as shown on the Company's consolidated financial statements for such fiscal year and as further adjusted by the Committee for any other objectively determinable component of Pre-Tax Income, as determined by the Committee in its sole and absolute discretion.

(o) " Stretch Incentive Percentage " means, with respect to a Participant for a fiscal year, that percentage established by the Administrator as the Stretch Incentive Percentage with respect to such Participant for such fiscal year pursuant to Section 4 hereof.

(p) " Stretch Level " with respect to a fiscal year means the amount established by the Committee as the Stretch Level of the specified performance measure(s) with respect to such fiscal year pursuant to Section 4 hereof.

(q) " Target Incentive Percentage " means, with respect to a Participant for a fiscal year, that percentage established by the Administrator as the Target Incentive Percentage with respect to such Participant for such fiscal year pursuant to Section 4 hereof.

(r) " Target Level " with respect to a fiscal year means the amount established by the Committee as the Target Level of the specified performance measure(s) with respect to such fiscal year pursuant to Section 4 hereof.

(s) " Target Opportunity " means, with respect to a Participant for a fiscal year, a dollar amount established by the Administrator as the Target Opportunity for such Participant with respect to such fiscal year (which, in the discretion of the Administrator, may be expressed as a percentage of such Participant's Base Salary for such fiscal year (or different percentages of such Participant's Base Salary with respect to different portions of such fiscal year)).

4. **Administration .**

(a) The Program shall be administered by the Administrator, so that (i) Cash Incentive Awards made to, and the administration (or interpretation of any provision) of the Program as it relates to, any person who is subject to Section 16, shall be made or effected by the Committee, and (ii) Cash Incentive Awards made to, and the administration (or interpretation of any provision) of the Program as it relates to, any person who is not subject to Section 16, shall be made or effected by the Committee or the CEO, unless the Program specifies that the Committee shall take specific action (in which case such action may only be taken by the Committee) or the Committee (as to any Award described in this clause (ii) or the administration or interpretation of any specific provision of the Program) specifies that it shall serve as Administrator. Notwithstanding the foregoing, the Committee may from time to time in its discretion put any conditions and restrictions on the powers that may be exercised by the CEO in his or her capacity as Administrator. The action of a majority of the members of the Committee shall be the act of the Committee.

(b) With respect to each fiscal year of the Company during the term of the Program, beginning on or after January 1, 2018:

(i) the Committee shall establish in writing the Entry Level, the Target Level, the Stretch Level, and the Change of Control Level with respect to each objective performance measure as may be established by the Committee for such fiscal year for purposes of the Program; and

(ii) the Administrator shall establish in writing the Entry Incentive Percentage, the Target Incentive Percentage and the Stretch Incentive Percentage for such fiscal year for each individual who is selected by the Administrator to be a Participant in the Program for such fiscal year; provided, however, that the Administrator may allocate the Entry Incentive Percentage, the Target Incentive Percentage and the Stretch Incentive Percentage fully to a single Performance Target or may allocate a portion of such percentages to multiple performance measures as may be established by the Administrator for such Participant with respect to such fiscal year.

Each designation of Entry Level, Target Level, Stretch Level, and Change of Control Level with respect to a performance measure shall be subject to adjustment by the Committee in its discretion, and each designation of Entry Incentive Percentage, Target Incentive Percentage and Stretch Incentive Percentage shall be subject to adjustment as determined by the Administrator in its discretion. At the time the Committee makes the designations described in the first sentence of this Section 4(b) with respect to a fiscal year, the Committee may designate a maximum reduction percentage (which may range from 0% to 100%) that may be applied by the Administrator to an Annual Incentive Payment for such fiscal year pursuant to Section 5(b)(ii). At the time a Participant receives an award under the Program for a fiscal year, the Administrator shall determine the manner in which such Participant’s Base Salary and Target Opportunity for such fiscal year shall be determined.

(c) With respect to each fiscal year during which the Program is effective, and in no event later than the time that will permit the Company to pay any required Annual Incentive Payment for such fiscal year within the time period prescribed in Section 5, the Committee shall certify in writing (including by electronic mail transmission), except as otherwise provided in Sections 6 and 7 below, prior to the payment of any Annual Incentive Payment, whether the Performance Target has been achieved for such fiscal year and, if so, the level of the Performance Target achieved. For purposes of the preceding sentence, approved minutes of the Committee meeting in which the certification is made shall be treated as a written certification.

(d) The interpretation and construction by the Administrator of any provision of the Program, and any determination or action by the Administrator pursuant to any provision hereof, shall be final and conclusive for all purposes, and each Participant’s participation in the Program is expressly subject to the foregoing. The Administrator shall not be liable for any action or determination taken or made in good faith or upon reliance in good faith on the records of the Company or information presented to the Administrator by the Company's officers, employees, or other persons (including the Company's outside auditors) as to matters such member reasonably believes are within such other person's professional or expert competence. If a Participant disagrees with any decision, determination, or action made or taken by the Administrator, then the dispute shall be limited to whether the Administrator has satisfied its duty to make such decision or determination or take such action in good faith.

5. **Annual Incentive Payments** .

(a) If (i) the Committee certifies in writing, in accordance with Section 4(c), that the Performance Target has been met for a fiscal year, and (ii) the Broad Based Payment has been or will be paid with respect to such fiscal year, then each Participant in the Program who has remained continuously employed by the Company or a subsidiary from the date that he or she became a Participant with respect to such fiscal year until the last day of such fiscal year, and who has not otherwise surrendered the related Cash Incentive Award to the Company, shall receive, as soon as reasonably practicable after the applicable certification by the Committee described in Section 4(c) above with respect to such fiscal year (but in no event later than March 15 of the year following the end of such fiscal year), a cash payment equal to the Annual Incentive Payment, if any, for such Participant with respect to such fiscal year. For purposes of clarity, if the applicable Performance Target has not been achieved or the Broad Based Payment has not been (or will not be, as the case may be) paid for a fiscal year, then no Annual Incentive Payment shall be payable with respect to such fiscal year.

(b) (i) Notwithstanding the provisions of Section 5(a) and, except as provided in the last sentence of this subparagraph, notwithstanding the provisions of Section 6(a), the Committee shall have the right, in its sole discretion, to reduce or eliminate any Annual Incentive Payment with respect to a fiscal year that is otherwise payable pursuant to such Sections if the Committee determines in its discretion that such reduction or elimination is appropriate and in the best interest of the Company based on the Company's unrestricted cash, cash equivalents, and short-term investments and cash readily accessible under the Company's unused lines of credit as of the end of such fiscal year; provided, however, that any such reduction or elimination shall apply in a uniform and nondiscriminatory manner to all Participants who are, but for the application of this paragraph, entitled to receive an Annual Incentive Payment under such Sections with respect to such fiscal year. The Committee shall not have the right under this subparagraph to reduce or eliminate any Annual Incentive Payment that is payable pursuant to Section 6(b), Section 7 or, following a Change of Control, Section 6(a).

(ii) Notwithstanding the provisions of Section 5(a), in addition to any reduction to an Annual Incentive Payment that may be required pursuant to the provisions of Section 5(b)(i), the Administrator shall have the right, in its sole discretion, to reduce the Annual Incentive Payment of a Participant with respect to a fiscal year that is otherwise payable to such Participant pursuant to Section 5(a); provided, however, that such reduction shall not be greater than the Annual Incentive Payment that would have otherwise been payable (determined prior to any reduction pursuant to Section 5(b)(i)) multiplied by the maximum reduction percentage, if any, for the applicable fiscal year as determined pursuant to Section 4(b). Any action by the Administrator pursuant to this subparagraph may vary among individual Participants. The Administrator shall not have the right under this subparagraph to reduce any Annual Incentive Payment that is payable pursuant to Section 6 or Section 7.

(c) Except as otherwise provided by the Administrator at the time a person becomes a Participant, if a person becomes a Participant after the first day of a fiscal year, then such Participant's Annual Incentive Payment, if any, with respect to such fiscal year shall be pro-rated based on a fraction, the numerator of which is the number of days during the period beginning on the date of such Participant's commencement of participation in the Program for such fiscal year and ending on the last day of such fiscal year, and the denominator of which is 365. Notwithstanding the foregoing, pro-ration shall not be required if the Target Opportunity applicable with respect to such Participant has been established with respect to such Participant's Base Salary earned for such fiscal year, in which case the Base Salary earned shall automatically reflect a pro-ration of the incentive opportunity.

6. **Payments upon Certain Terminations of Employment .** Notwithstanding the provisions of Section 5:

(a) If a Participant's employment or transition agreement, if any, with the Company or a subsidiary thereof provides for an annual incentive payment (or pro-rated portion thereof) with respect to the fiscal year in which such Participant terminates employment, then payment shall be made in accordance with the terms of such employment or transition agreement without regard to the continuous employment requirement set forth in Section 5.

(b) If a Participant does not have an employment agreement with the Company or a subsidiary thereof, or if any such employment agreement does not provide for an annual incentive payment (or pro-rated portion thereof) in the event the Participant's employment terminates by reason of death or Disability, then with respect to the fiscal year during which such Participant's termination of employment due to death or Disability occurs, (i) the performance measure(s) as may be established by the Committee for such fiscal year shall be deemed to be achieved at a level equal to the Target Level, (ii) the Broad Based Payment shall be deemed to have been paid, and (iii) the Annual Incentive Payment shall be paid to the Participant or the Participant's estate (as the case may be) within 30 days following the Participant's termination of employment on a pro-rated basis, calculated based on a fraction, the numerator of which is the number of days during the period beginning on the first day of such fiscal year (or, if later, the date of such Participant's commencement of participation in the Program for such fiscal year) and ending on the date of the Participant's termination of employment due to death or Disability, and the denominator of which is 365.

(c) With respect to Sections 6(a) and 6(b), such payment shall be based on the Participant's rate of annual base salary as in effect immediately prior to his or her termination of employment (except, with respect to Section 6(a), as otherwise provided in the Participant's employment or transition agreement). Additionally, with respect to Section 6(b), the applicable certification of the achievement of the performance goal by the Committee described in Sections 4 and 5 above shall not be required.

7. **Payments upon a Change of Control .** Notwithstanding the provisions of Section 5, if a Change of Control occurs, then the following shall apply with respect to each Participant who is employed by the Company or a subsidiary on the day immediately preceding the Change of Control:

(a) With respect to the Change Year, (i) the Performance Target shall be deemed to be achieved at the Change of Control Level, (ii) the Broad Based Payment shall be deemed to have been paid, (iii) the Annual Incentive Payment (pro-rated based on a fraction, the numerator of which is the number of days during the period beginning on the date of the Participant's commencement of participation in the Program for such Change Year and ending on the date of the Change of Control, and the denominator of which is 365) shall be paid to the Participant on or before March 15 of the year following the Change Year, and (iv) such Participant shall not be entitled to any other Annual Incentive Payment with respect to the Change Year.

(b) The payment described in Section 7(a) shall be based on the Participant's rate of annual base salary as in effect on the first day of such Change Year (or, if higher, as in effect immediately prior to the occurrence of the Change of Control). Additionally, with respect to Section 7(a), the applicable certification of the achievement of the performance goal by the Committee described in Sections 4 and 5 above shall not be required.

8. **Amendments, Termination and Other Matters .**

(a) Subject to the other provisions of this Section 8, the Program may be amended from time to time or terminated by the Committee; provided that the Program may not be amended or terminated in a manner that would materially impair the rights of any Participant with respect to any outstanding Cash Incentive Award with respect to a fiscal year that has ended prior to such amendment or termination without the consent of such Participant, and may not be amended or terminated in contemplation of or in connection with a Change of Control, nor may any Participant's participation herein be terminated in connection with a Change of Control, unless adequate and effective provision for the making of all payments otherwise payable pursuant to Section 7 of the Program (as in effect on the date that the Committee makes the designations enumerated in Section 4(b) with respect to the applicable Cash Incentive Award) with respect to such Change of Control shall be made in connection with any such amendment or termination.

(b) Except as otherwise provided in a Participant's employment or transition agreement with the Company or a subsidiary of the Company, (i) participation in the Program by a Participant shall terminate upon such Participant's termination of employment with the Company and its subsidiaries or as otherwise set forth herein, and (ii) no Participant shall have any right to continue to participate in the Program or have any vested right to any incentive or other payment hereunder (except as aforesaid in connection with a Change of Control and except with respect to fiscal years that have already ended prior to such amendment or termination or prior to such Participant's termination of employment with the Company and its subsidiaries).

(c) Participation in the Program shall not confer any right of future employment. The Program is not intended to create a pension or welfare benefit plan and is intended to be exempt from application of the Employee Retirement Income Security Act of 1974, as amended. The Program is unfunded and shall not create, or be construed to create, a trust or separate fund or funds, and each Participant shall be entitled to look only to the Company for any benefit hereunder, and shall have no greater right than an unsecured creditor of the Company.

(d) No liability whatsoever shall attach to or be incurred by any past, present or future stockholders, officers, directors, or employees, as such, of the Company or any of its subsidiaries, under or by reason of the Program or the administration thereof, and each Participant, in consideration of receiving benefits and participating hereunder, expressly waives and releases any and all claims relating to any such liability.

(e) No incentive payment or Cash Incentive Award or other right, title, interest, or benefit hereunder shall ever be assignable or transferable, or liable for, or charged with any of the torts or obligations of a Participant or any person claiming under a Participant, or be subject to seizure by any creditor of a Participant or any person claiming under a Participant. No Participant or any person claiming under a Participant shall have the power to anticipate or dispose of any incentive payment, Cash Incentive Award or other right, title, interest, or benefit hereunder in any manner until the same shall have actually been distributed free and clear of the terms of the Program. Incentive payments hereunder shall be payable only to the Participant (or in the event of the death of a Participant, to such Participant's estate). Notwithstanding the preceding provisions of this paragraph, the Company shall comply with the terms of any qualified domestic relations order providing for the transfer or assignment of all or any portion of a Participant's interest under the Program. The provisions of the Program shall be binding on all successors and assigns of a Participant, including without limitation the estate of such Participant and the executor, administrator or trustee of such estate, or any receiver or trustee in bankruptcy or representative of the Participant's creditors.

(f) Wherever appropriate herein, words used in the singular shall be considered to include the plural, and words used in the plural shall be considered to include the singular. The masculine gender, where appearing in the Program, shall be deemed to include the feminine gender.

(g) The Program shall be construed in accordance with the laws of the State of Delaware, without giving effect to the conflict of laws provisions thereof.

(h) Notwithstanding any provision in Sections 5(c), 6 or 7 to the contrary, if a Participant's Annual Incentive Payment for a fiscal year is to be pro-rated pursuant to the terms of the Program, and if such Participant's Target Opportunity for such fiscal year changed during such fiscal year, then any such pro-ration shall be subject to adjustment by the Administrator in an equitable and appropriate manner to the extent the Administrator determines to be necessary to reflect such change in such Participant's Target Opportunity and to prevent the enlargement of the benefit intended to be provided to the Participant under the Program for such fiscal year.

9. **Clawback .** Notwithstanding any provision in the Program to the contrary, the payments provided under the Program shall be subject to a clawback to the extent necessary to comply with applicable law including, without limitation, the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any Securities and Exchange Commission rule, or to comply with any Company policy in effect as of the date of grant of such award.

10. **Tax Withholding .** The Company shall have the right to withhold from any payment hereunder all applicable federal, state, local and other taxes as required by law.

11. **Effective Date .** The Program shall be effective as of the date of its adoption by the Committee and shall be applicable to fiscal years of the Company beginning on or after January 1, 2018.

Exhibit 10.64

ANNUAL INCENTIVE AWARD NOTICE
to [NAME]

Pursuant to the United Continental Holdings, Inc. Annual Incentive Program
(Adopted pursuant to the 2017 Incentive Compensation Plan)

Fiscal Year 20[__]

1. The Program . This document constitutes your formal notice (the " Notice ") of a Cash Incentive Award under the United Continental Holdings, Inc. Annual Incentive Program (as amended from time to time, the " Program ") adopted under the United Continental Holdings, Inc. 2017 Incentive Compensation Plan (as amended from time to time, the " 2017 Plan "). This Notice evidences your right to participate in the Program with respect to the period commencing on January 1, 20[__] and ending on December 31, 20[__] (the " Fiscal Year "), subject to the terms of the Program and the 2017 Plan. The effective date of your commencement in the Program with respect to this award is [__________, 20 __].

2. Performance Goal[s] . The Compensation Committee of the Board of Directors of the Company (the " Committee ") has established the following performance goal[s] for the Fiscal Year, which must be achieved in order for you to receive an Annual Incentive Payment for the Fiscal Year:

(a) Company Financial Performance . You shall be eligible to receive an Annual Incentive Payment with respect to the Company's financial performance and determined in accordance with Section 3 of this Notice, if the Company's financial performance with respect to the Fiscal Year is equal to or greater than the Entry Level set forth below. For purposes of calculating your potential Annual Incentive Payment in accordance with Section 3 of this Notice, the following are the levels of financial performance set by the Committee for the Fiscal Year:

i. Entry Level: __________________;

ii. Target Level: __________________; and

iii. Stretch Level: __________________.

[[INSERT OTHER PERFORMANCE GOAL(S)]. [1] You shall be eligible to receive an Annual Incentive Payment with respect to [INSERT PERFORMANCE GOAL] performance and determined in accordance with Section 3 of this Notice, if the [INSERT PERFORMANCE GOAL] for the Fiscal Year is equal to or greater than the Entry Level [INSERT PERFORMANCE GOAL] set forth below [and the Company achieves a minimum Pre-tax Income of $ __________for such Fiscal Year]. For purposes of calculating

1 *The Committee may establish one or more performance measures for a Fiscal Year in addition to the financial performance measure. If the Committee establishes such additional measures, this additional portion of the award will be inserted with respect to each such additional performance measure.*

your potential Annual Incentive Payment in accordance with Section 3 of this Notice, the following are the levels of [INSERT PERFORMANCE GOAL] set by the Committee for the Fiscal Year:

i. Entry Level [________: ________];

ii. Target Level [________: ________]; and

iii. Stretch Level [________: ________].]

(b) If a Change of Control occurs during the Fiscal Year, then the Company's performance for the Fiscal Year will be deemed to be equal to __________.

In order to receive an Annual Incentive Payment for the Fiscal Year, the Program also requires that a payment must have been or will be made under the Company's broad-based profit sharing plan to the participants in that plan with respect to the Fiscal Year (the " Broad Based Payment ").

3. Payment upon Achievement of the Performance Goal[s] . Your Target Opportunity for the Fiscal Year is [__________% of your Base Salary] [__________% of your Base Salary from __________to __________and __________% of your Base Salary from to __________] [$ __________]. If (i) the Committee certifies in writing that the [Performance Target has][Performance Targets have] been met as of the end of the Fiscal Year, (ii) the Broad Based Payment has been or will be paid for the Fiscal Year, and (iii) you remain continuously employed by the Company or its subsidiaries through the last day of the Fiscal Year, then you will receive an Annual Incentive Payment as soon as reasonably practicable after the applicable certification by the Committee (but in no event later than March 15 of the year following the Fiscal Year). With respect to the financial performance measure and each other performance measure as may be established by the Committee with respect to the Fiscal Year, the amount of your Annual Incentive Payment will be based on the product of (a) your Target Opportunity multiplied by (b) the applicable percentage of your Target Opportunity based on the level of performance achieved by the Company for the Fiscal Year with respect to the applicable performance measure. Subject to Section 6 of this Notice, your total Annual Incentive Payment will be the sum of the amounts calculated pursuant to the prior sentence. The applicable percentages of your Target Opportunity shall be determined in accordance with the following table(s) [(straight line interpolation will be used between levels)]:

Level of financial performance achieved	**Percentage of Target Opportunity**
Entry Level	__% (Entry Incentive Percentage)
Target Level	__% (Target Incentive Percentage)
Stretch Level (or higher)	__% (Stretch Incentive Percentage)

Level of achieved [1]	**Percentage of Target Opportunity**
Entry Level __________	—% (Entry Incentive Percentage)
Target Level [__________]	—% (Target Incentive Percentage)
Stretch Level [__________] (or higher)	—% (Stretch Incentive Percentage)

4. Continuous Employment Requirement . Receipt of an Annual Incentive Payment is conditioned on your continuous employment with the Company or its subsidiaries through the last day of the Fiscal Year (with limited exceptions, as described in the Program).

5. Pro-Rated Payment . Your Annual Incentive Payment may be pro-rated as provided in the Program under certain circumstances.

6. Negative Discretion . Pursuant to the Program, in general, (a) the Committee shall have the right to reduce or eliminate the Annual Incentive Payment that would otherwise be payable for the Fiscal Year if the Committee determines, in its discretion, that such reduction or elimination is appropriate and in the best interest of the Company based on the Company's unrestricted cash, cash equivalents, and short term investments and cash readily accessible under the Company's unused lines of credit as of the end of the Fiscal Year; provided, however, that any such reduction or elimination shall apply in a uniform and nondiscriminatory manner to all Participants who are otherwise entitled to receive an Annual Incentive Payment with respect to the Fiscal Year, and (b) the Administrator shall have the right to reduce or eliminate the Annual Incentive Payment that would otherwise be payable for the Fiscal Year based on your individual performance and such other factors determined by the Administrator, in its sole discretion.

7. Program and 2017 Plan Control . Capitalized terms used but not defined in this Notice are defined in the Program. The Program and the 2017 Plan are hereby incorporated into this Notice by reference. All statements in this Notice are qualified in their entirety by reference to the Program and the 2017 Plan. If you have any questions, or wish to obtain a copy of the Program or the 2017 Plan, please contact __________.

Exhibit 10.219

EXECUTION VERSION

FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AND GUARANTY AGREEMENT

FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AND GUARANTY AGREEMENT (this " First Amendment "), dated as of November 15, 2017 among UNITED AIRLINES, INC. , a Delaware corporation (the " Borrower "), UNITED CONTINENTAL HOLDINGS, INC., a Delaware corporation ("UCH"), BARCLAYS BANK PLC, as Fronting Lender, and JPMORGAN CHASE BANK, N.A., as administrative agent for the Lenders party to the Loan Agreement referred to below (together with its permitted successors in such capacity, the " Administrative Agent "), and on behalf of the Consenting Lenders (as defined below) executing consents to this Amendment and each Revolving Lender. Unless otherwise indicated, all capitalized terms used herein and not otherwise defined shall have the respective meanings provided such terms in the Loan Agreement referred to below (as amended by this First Amendment).

W I T N E S S E T H:

WHEREAS, the Borrower, UCH and certain of its subsidiaries other than the Borrower from time to time, as guarantors, the Lenders and the Administrative Agent are parties to a $3,500,000,000 Amended and Restated Credit and Guaranty Agreement dated as of March 29, 2017 (as amended, modified and supplemented and in effect on the date hereof, the " Loan Agreement ") comprised of a $2,000,000,000 revolving credit and revolving letter of credit facility and a $1,500,000,000 term loan facility (of which $1,492,500,000 was outstanding immediately prior to effectiveness of this First Amendment);

WHEREAS, the Borrower has requested to amend certain terms of the Loan Agreement as hereinafter set forth;

WHEREAS, with respect to the Term Lenders holding any Term Loans outstanding immediately prior to the First Amendment Effective Date (as defined below) (such Term Loans, the " Refinanced Term Loans ") whose executed consent to this First Amendment has not been received by the Administrative Agent on or prior to a deadline (the " Non-Consenting Lenders "; the Term Lenders that are not the Non-Consenting Lenders (including the "Fronting Lender" as defined below) are hereinafter referred to as the " Consenting Lenders ") as agreed between the Borrower and the Administrative Agent and announced by the Administrative Agent to the Term Lenders (the " Consent Deadline "), the Borrower hereby gives notice to each Non-Consenting Lender, pursuant to Section 10.08(e) of the Loan Agreement, that upon the First Amendment Effective Date, the principal amount of and accrued and unpaid interest on its Refinanced Term Loans will be repaid in full on behalf of the Borrower by the Administrative Agent or Barclays Bank PLC, as Fronting Lender (the " Fronting Lender ");

WHEREAS, on the First Amendment Effective Date, the Refinanced Term Loans held by the Consenting Lenders and Fronting Lender shall be converted to new Class B Term Loans (the " Replacement Term Loans "); and

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 - Loan Agreement Amendments . Subject to the satisfaction of the conditions set forth in Section 2 hereof:

(a) Amended Definition . Section 1.01 of the Loan Agreement shall be amended by amending and restating in its entirety the below definition as follows:

" Applicable Margin " shall mean the rate per annum determined pursuant to the following:

Class of Loans	Applicable Margin Eurodollar Loans	Applicable Margin ABR Loans
Class B Term Loans	2.00%	1.00%
Revolving Loans	2.25%	1.25%

(b) New Definitions . Section 1.01 of the Loan Agreement shall be amended by adding in appropriate alphabetical order the following definitions:

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code or (c) any Person whose assets include (for purposes of Section 3(42) of ERISA or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan."

" PTE " means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

(c) Section 2.09 . Section 2.09 is hereby amended by adding the following at the end of such section:

"Notwithstanding any provision to the contrary set forth in this Agreement, in the event the Administrative Agent determines, pursuant to and in accordance with this Section 2.09, that reasonable means do not exist for ascertaining the applicable LIBO Rate and the Administrative Agent and the Borrower mutually determine that the syndicated loan market has broadly accepted a replacement standard for the LIBO Rate, then the Administrative Agent and Borrower may, without the consent of any Lender, amend this Agreement to adopt such new broadly accepted market standard and to make such other changes as shall be necessary or appropriate in the good faith determination of the Administrative Agent and the Borrower in order to implement such new market standard herein and in the other Loan Documents so long as the Administrative Agent shall not have received, within five Business Days of the date notice of such replacement standard is provided to the Lenders, a written notice from the Required Lenders stating that such Required Lenders object to such amendment."

(d) Section 2.10. The first sentence of Section 2.10(b) shall be amended and restated to read as follows: The principal amount of the Class B Term Loans shall be repaid in consecutive quarterly installments (each, an "Installment") of $3,750,000, on the 29th day of each March, June, September and December, commencing on December 29, 2017.

(e) Section 2.13. Section 2.13(d) of the Loan Agreement shall be amended by deleting the words "the first six months after the Closing Date" in the first and second sentences of such Section and replacing them with "six months after November 15, 2017" in each such instance.

(f) Certain ERISA Matters. A new Section 10.20 is added to the Credit Agreement as follows:

"SECTION 10.20. Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of each party to this Agreement, each Lead Arranger, each Joint Lead Arranger and their respective Affiliates, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of each party to this Agreement, each Lead Arranger, each Joint Lead Arranger and their respective Affiliates, that:

(i) none of the Administrative Agent or any Lead Arranger or any of their respective Affiliates is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto),

(ii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement is independent (within the meaning of 29 CFR § 2510.3-21) and is a bank, an insurance carrier, an investment adviser, a broker-dealer or other person that holds, or has under management or control, total assets of at least $50 million, in each case as described in 29 CFR § 2510.3-21(c)(1)(i)(A)-(E),

(iii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies (including in respect of the Obligations),

(iv) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement is a fiduciary under ERISA or the Code, or both, with respect to the Loans, the Letters of Credit, the Commitments and this Agreement and is responsible for exercising independent judgment in evaluating the transactions hereunder, and

(v) no fee or other compensation is being paid directly to the Administrative Agent or any Lead Arranger or any their respective Affiliates for investment advice (as opposed to other services) in connection with the Loans, the Letters of Credit, the Commitments or this Agreement.

(c) The Administrative Agent and each Lead Arranger hereby informs the Lenders that each such Person is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Letters of Credit, the Commitments and this Agreement, (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing."

SECTION 2 - Conditions to Effectiveness. This First Amendment shall become effective on the date when each of the following conditions specified below shall have been satisfied (the " First Amendment Effective Date "):

(i) the Administrative Agent and the Borrower shall have received a signed signature page to this First Amendment from the Borrower, the Guarantor, the Fronting Lender, each Revolving Lender and the Administrative Agent and a signed consent from each Consenting Lender, and in the case of each such Consenting Lender such Consenting Lender shall have elected on its signature page either "Option A" or "Option B" as described in Exhibit A hereto;

(ii) the Administrative Agent shall have received with respect to the Borrower a certificate of the Secretary of State of the state of Delaware, dated as of a recent date, as to its good standing;

(iii) the Administrative Agent shall have received a certificate of the Secretary or an Assistant Secretary (or similar officer), of the Borrower dated the date hereof and certifying as to the incumbency and specimen signature of each officer of the Borrower executing this First Amendment or any other document delivered by it in connection herewith;

(iv) the Borrower shall have paid to the Administrative Agent for the benefit of itself and the Consenting Lenders the then-unpaid balance of all accrued and unpaid fees due, owing and payable by the Borrower to them in connection with this First Amendment, as agreed to by the Borrower, and the reasonable attorneys' fees of Milbank, Tweed, Hadley & McCloy LLP as counsel to the Administrative Agent and to the Fronting Lender incurred in connection with the preparation, execution and delivery of this First Amendment as to which the Borrower shall have received an invoice prior to the First Amendment Effective Date;

(v) the Administrative Agent shall have received an Officer's Certificate from the Borrower certifying as to the truth in all material respects of the representations and warranties set forth in Section 3 of this First Amendment as though made by it on the date hereof, except to the extent that any such representation or warranty relates to a specified date, in which case as of such date (provided, that any representation or warranty that is qualified by materiality, "Material Adverse Change" or "Material Adverse Effect" shall be true and correct in all respects as of the applicable date, before and after giving effect to the First Amendment);

(vi) all interest accrued on the Term Loans that has not yet been paid by the Borrower to the Administrative Agent as of the First Amendment Effective Date shall have been paid in full; and

(vii) all amounts owing to the Non-Consenting Lenders pursuant to Section 2.15 (*Break Funding Payments*) of the Loan Agreement in connection with the repayment of their Refinanced Term Loans pursuant to this First Amendment shall have been paid by the Borrower to the Administrative Agent for the account of each such Non-Consenting Lender, subject in the case of each Non-Consenting Lender to its giving the Borrower a written certificate setting forth any such amount due to it at least one Business Day prior to the First Amendment Effective Date.

The Administrative Agent shall promptly notify the parties hereto of the occurrence of the First Amendment Effective Date.

SECTION 3 - Representations and Warranties . In order to induce the Consenting Lenders and the Administrative Agent to enter into this First Amendment, the Borrower represents and warrants to each of the Consenting Lenders and the Administrative Agent that on and as of the date hereof after giving effect to this First Amendment, (i) no Event of Default has occurred and is continuing or would result from giving effect to the First Amendment and (ii) the representations and warranties contained in the Loan Agreement and the other Loan Documents (other than the representations and warranties set forth in Sections 3.05(b), 3.06 and 3.09(a) of the Loan Agreement), are true and correct in all material respects on and as of the date hereof with the same effect as if made on and as of the date hereof except to the extent that such representations and warranties expressly relate to an earlier date and in such case as of such date; provided that any representation or warranty that is qualified by materiality, "Material Adverse Change" or "Material Adverse Effect" shall be true and correct in all respects, as though made on and as of the applicable date, before and after giving effect to the First Amendment.

SECTION 4 - Reference to and Effect on the Loan Agreement; Ratification . At and after the effectiveness of this First Amendment, each reference in the Loan Agreement to "this Agreement," "hereunder," "hereof" or words of like import referring to the Loan Agreement, shall mean and be a reference to the Loan Agreement, as amended by this First Amendment. The Loan Agreement and each of the other Loan Documents, as specifically amended by this First Amendment, and the obligations of the Borrower hereunder and thereunder, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed. The parties hereto confirm and agree that the guaranty under Section 9 of the Loan Agreement shall continue in full force and effect after giving effect to this First Amendment, and the term "Obligations" as used in the Loan Agreement shall include all obligations of the Borrower under the Loan Agreement, as amended by this First Amendment. This First Amendment shall be deemed to be a "Loan Document" for all purposes of the Loan Agreement and the other Loan Documents. The execution, delivery and effectiveness of this First Amendment shall not, except as expressly provided herein, operate as an amendment or waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor constitute an amendment or waiver of any provision of any of the Loan Documents.

SECTION 5 - Execution in Counterparts . This First Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The execution and delivery of a consent to this First Amendment by each Consenting Lender shall be irrevocable and shall be binding upon such Consenting Lender's successors, permitted transferees and permitted assigns. This First Amendment shall become effective as set forth in Section 2, and from and after the First Amendment Effective Date shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees and permitted assigns. Delivery of an executed counterpart of a signature page of this First Amendment or of a consent to this First Amendment by facsimile or electronic .pdf copy shall be effective as delivery of a manually executed counterpart of this First Amendment or such consent, respectively.

SECTION 6 - Governing Law . THIS FIRST AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS FIRST AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7 - Refinancing of Non-Consenting Lender Term Loans; Assignments of Certain Lenders . Subject to the satisfaction of the conditions set forth in Section 2 and effective as of the First Amendment Effective Date:

(a) the outstanding Refinanced Term Loans of each Non-Consenting Lender shall, pursuant to 10.08(e) of the Loan Agreement, be repaid, on behalf of the Borrower by payment from the Fronting Lender of an amount equal to the outstanding principal amount of, and accrued and unpaid interest on all of such Refinanced Term Loans, and all of such Non-Consenting Lender's existing Refinanced Term Loans shall be deemed refinanced by new Class B Term Loans held by the Fronting Lender in an amount corresponding to the amount of existing Refinanced Term Loans held by such Non-Consenting Lender,

(b) each Consenting Lender who elects Option A as described in Exhibit A hereto will hold new Class B Term Loans, in a principal amount equal to its Refinanced Term Loans or greater amount as agreed between such Consenting Lender and the Fronting Lender, subject to the amended terms described in this First Amendment,

(c) each Consenting Lender who elects Option B as described in Exhibit A hereto (each such Lender a " Cash Roll Lender "), shall on or prior to the First Amendment Effective Date and upon execution and delivery of its consent as described in Exhibit A hereto (i) be deemed to have assigned its Refinanced Term Loans to the Fronting Lender pursuant to the terms hereof (the " First-Step Assignment "), (ii) receive an amount equal to the outstanding principal amount of, and accrued and unpaid interest to but excluding the First Amendment Effective Date on, such Refinanced Term Loans and (iii) commit (or have such other Eligible Assignees as such Cash Roll Lender may designate commit) to purchase new Class B Term Loans from the Fronting Lender in a principal amount to be determined by the Fronting Lender up to the amount of the Refinanced Term Loans such Cash Roll Lender assigned pursuant to the First-Step Assignment (or such greater amount as may be agreed between such Cash Roll Lender and the Fronting Lender),

(d) the Replacement Term Loans shall be deemed the Class B Term Loans and replace the Refinanced Term Loans, and all Replacement Term Loans shall be subject to the same Interest Period as the Refinanced Term Loans in existence immediately prior to the First Amendment Effective Date, and shall continue to accrue interest in accordance with Section 2.07 of the Credit Agreement on and after the First Amendment Effective Date at the same interest rate, except for the change in the Applicable Margin pursuant to this First Amendment effective on the First Amendment Effective Date, and

(e) the Fronting Lender shall advance a Replacement Term Loan in a principal amount equal to the principal amount of Refinanced Term Loans required to be paid by the Fronting Lender pursuant to this Section 7.

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IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered as of the day and year above written.

JPMORGAN CHASE BANK, N.A., as Administrative Agent and a Revolving Lender

By: /s/ Cristina Caviness
Name: Cristina Caviness
Title: Vice President

BARCLAYS BANK PLC, as Fronting Lender and a Revolving Lender

By: /s/ Tom Blouin
Name: Tom Blouin
Title: Managing Director

BANK OF AMERICA, N.A., as a Revolving Lender

By: /s/ Christopher Wozniak

Name: Christopher Wozniak

Title: Director

BNP PARIBAS, as a Revolving Lender

By: /s/ Robert Papas
Name: Robert Papas
Title: Managing Director

By: /s/ Angela Bentley Arnold
Name: Angela Bentley Arnold
Title: Managing Director

CITIBANK, N.A., as a Revolving Lender

By: /s/ Meghan O’Connor

Name: Meghan O’Connor

Title: Vice President

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as a Revolving Lender

By: /s/ Elisa Lajonchere
Name: Elisa Lajonchere
Title: Managing Director

By: /s/ Brian Bolotin
Name: Brian Bolotin
Title: Managing Director

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a Revolving Lender

By: /s/ Vipul Dhadda
Name: Vipul Dhadda
Title: Authorized Signatory

By: /s/ D. Andrew Maletta
Name: D. Andrew Maletta
Title: Authorized Signatory

DEUTSCHE BANK AG NEW YORK BRANCH, as a Revolving Lender

By: /s/ Marcus Tarkington
Name: Marcus Tarkington
Title: Director

By: /s/ Anca Trifan
Name: Anca Trifan
Title: Managing Director

GOLDMAN SACHS BANK USA, as a Revolving Lender

By: /s/ Chris Lam

Name: Chris Lam

Title: Authorized Signatory

INDUSTRIAL AND COMMERCIAL BANK OF CHINA LIMITED, NEW YORK BRANCH, as a Revolving Lender

By: /s/ Christopher McKay
Name: Christopher McKay
Title: Director

By: /s/ Peichen Chen
Name: Peichen Chen
Title: Assistant Vice President

MORGAN STANLEY BANK, N.A., as a Revolving Lender

By: /s/ Brian Roggi
Name: Brian Roggi
Title: Authorized Signatory

MORGAN STANLEY SENIOR FUNDING INC., as a Revolving Lender

By: /s/ Brian Roggi
Name: Brian Roggi
Title: Vice President

STANDARD CHARTERED BANK, as a Revolving Lender

By: /s/ Daniel Mattern
Name: Daniel Mattern
Title: Associate Director

STATE BANK OF INDIA, as a Revolving Lender

By: /s/ Rahul Joshi
Name: Rahul Joshi
Title: Head Corporate Credit

WELLS FARGO BANK, N.A., as a Revolving Lender

By: /s/ Thomas M. Molitor

Name: Thomas M. Molitor

Title: Managing Director

COMPASS BANK, as a Revolving Lender

By: /s/ Daniel Feldman
Name: Daniel Feldman
Title: Vice President

UNITED AIRLINES, INC.

By: /s/ Andrew Levy
Name: Andrew Levy
Title: Executive Vice President and Chief Financial Officer

UNITED CONTINENTAL HOLDINGS, INC.

By: /s/ Andrew Levy
Name: Andrew Levy
Title: Executive Vice President and Chief Financial Officer

EXHIBIT A
LENDER CONSENT TO FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AND GUARANTY AGREEMENT

November 6, 2017

Reference is made to the Amended and Restated Credit and Guaranty Agreement, dated as of March 29, 2017 (as amended, restated, supplemented or otherwise modified through the date hereof, the " Loan Agreement ") among UNITED AIRLINES, INC., a Delaware corporation (the " Borrower "), UNITED CONTINENTAL HOLDINGS, INC. and its other subsidiaries party thereto as guarantors from time to time, JPMORGAN CHASE BANK, N.A., as administrative agent for the Lenders (together with its permitted successors in such capacity, the " Administrative Agent "), and the "Lenders" party thereto.

Posted for your review is a draft of the First Amendment (the " Amendment ") to the Loan Agreement. Barclays Bank PLC will be acting as Fronting Lender in connection with the Amendment. Capitalized terms used and not defined in this Consent have the meanings set forth in the Loan Agreement, as amended by the Amendment.

This Consent sets forth the procedures for (i) submitting your consent to the Amendment; (ii) electing either (a) a cashless roll as described in **Option A** below or (b) a cash roll as described in **Option B** below; (iii) electing not to consent to the Amendment and be treated as a "Non-Consenting Lender" and/or (iv) submitting questions or comments on the Amendment.

PROCEDURES FOR CONSENTING TO THE AMENDMENT

Each Term Lender is requested to consent to the Amendment by following the procedures set forth herein. Additionally, each Consenting Lender may elect one of the following options:

- **OPTION A (Cashless):** If you elect Option A, on the First Amendment Effective Date, your Class B Term Loans, in a principal amount equal to your Refinanced Term Loans or greater amount as agreed between you and the Fronting Lender, will automatically be subject to the amended terms described in the Amendment.
- **OPTION B (Cash Roll):** If you elect Option B, on the First Amendment Effective Date (i) your Class B Term Loans will be assigned to the Fronting Lender pursuant to the terms of the Amendment (the " First-Step Assignment "), (ii) you will receive an amount equal to the outstanding principal amount of, together with accrued and unpaid interest to the First Amendment Effective Date on, such Term Loans, and (iii) you or such other Eligible Assignees as you may designate will commit to purchase new Class B Term Loans from the Fronting Lender (the " Second-Step Assignment ") in a principal amount to be determined by the Fronting Lender up to the amount of the original Class B Term Loans you assigned pursuant to the First-Step Assignment (or such greater amount as may be agreed between you and the Fronting Lender).

In order to consent to the Amendment and elect either Option A or Option B, each Consenting Lender is required to complete and sign the signature page to the Amendment (a copy of which is attached hereto as Annex I, with the full Amendment document being posted separately to

Intralinks). In addition, if you elect Option B, the Fronting Lender will separately be contacting you to arrange execution and delivery of appropriate Assignment and Acceptance to effect the Second-Step Assignment.

Delivery Instructions for Consenting Lenders: If you are a Consenting Lender, please indicate your consent to the Amendment by submitting an executed signature page, a form of which is attached hereto as Annex I, to UnitedAirlinesNov17@lendamend.com no later than 1:00p.m., New York City time, on November 9, 2017. For questions about signature pages or execution matters please contact LendAmend at +1 (646) 453-2861. <u>Term Lenders not delivering a signature page prior to such time will be treated as "Non-Consenting Lenders" with respect to the Amendment</u>. Please note that **EACH LEGAL ENTITY MUST SUBMIT A SEPARATE SIGNATURE PAGE.**

<u>PROCEDURES FOR NON-CONSENTING LENDERS</u>

If you do not wish to consent to the Amendment for any of your Class B Term Loans, you are requested to please promptly advise the Fronting Lender of your intention. Non-Consenting Lenders will be repaid in accordance with the Amendment.

<u>PROCEDURES FOR UPSIZING COMMITMENTS</u>

Each existing Lender that wishes to upsize its Class B Term Loan commitment in excess of its current amount is asked to contact their sales representative at Barclays Bank.

<u>REQUEST FOR REVIEW AND COMMENTS TO THE AMENDMENT</u>

Each Lender is requested to review the terms of the Amendment.

All questions or comments on the Amendment of a business nature should be directed to Barclays Bank at:

- Michael Miller, michael.miller3@barclays.com, (212) 526-1288.

If you have any questions of a legal nature, they should be directed to the counsel for the Fronting Lender and the Administrative Agent, Milbank, Tweed, Hadley & McCloy LLP at:

- Elihu F. Robertson, erobertson@milbank.com, (212) 530-5187
- James V. Pascale, jpascale@milbank.com, (212) 530-5370
- Joshua Forman, jforman@milbank.com, (212) 530-5246

ANNEX I

CONSENTING LENDERS

By a Term Lender's signature hereto, such Term Lender is electing to consent to the Amendment by Option A: CASHLESS for the entire principal amount of Term Loans held by such Term Lender unless a different option is checked:

CURRENT HOLDING AMOUNT: $ __________________

PLEASE CHECK:

OPTION A : ☐ CASHLESS

OPTION B : ☐ CASH ROLL

LENDER: ____

By: ____
Name:
Title:

*
By: ____
Name:
Title:

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* For Lenders requiring a second signature line.
** If you do not check any boxes you will be deemed to have elected a FULL CASHLESS ROLL.
** * In the event of immaterial discrepancies between lender indicated holding amount and the Agent's Lender Register, the Agent's Lender Register will prevail.

Exhibit 12.1

United Continental Holdings, Inc. and Subsidiary Companies
Computation of Ratio of Earnings to Fixed Charges

(In millions, except ratios)	2017	2016	2015	2014	2013
Earnings:					
Earnings before income taxes	$2,999	$3,819	$4,219	$1,128	$ 539
Add (deduct):					
Fixed charges, from below	1,389	1,370	1,428	1,648	1,629
Amortization of capitalized interest	9	11	12	12	11
Distributed earnings of affiliates	—	1	1	1	—
Interest capitalized	(84)	(72)	(49)	(52)	(49)
Equity earnings in affiliates	(4)	—	(2)	(1)	(1)
Earnings as adjusted	$4,309	$5,129	$5,609	$2,736	$2,129
Fixed charges:					
Interest expense	$ 643	$ 614	$ 669	$ 735	$ 783
Portion of rent expense representative of the interest factor (a)	746	756	759	913	846
Fixed charges	$1,389	$1,370	$1,428	$1,648	$1,629
Ratio of earnings to fixed charges	3.10	3.74	3.93	1.66	1.31

(a) Imputed interest applied to rent expense.

Exhibit 12.2

United Airlines, Inc. and Subsidiary Companies
Computation of Ratio of Earnings to Fixed Charges

(In millions, except ratios)	2017	2016	2015	2014	2013
Earnings:					
Earnings before income taxes	$3,001	$3,822	$4,221	$1,110	$ 637
Add (deduct):					
Fixed charges, from below	1,389	1,370	1,429	1,655	1,627
Amortization of capitalized interest	9	11	12	12	11
Distributed earnings of affiliates	—	1	1	1	—
Interest capitalized	(84)	(72)	(49)	(52)	(49)
Equity earnings in affiliates	(4)	—	(2)	(1)	(1)
Earnings as adjusted	$4,311	$5,132	$5,612	$2,725	$2,225
Fixed charges:					
Interest expense	$ 643	$ 614	$ 670	$ 742	$ 781
Portion of rent expense representative of the interest factor (a)	746	756	759	913	846
Fixed charges	$1,389	$1,370	$1,429	$1,655	$1,627
Ratio of earnings to fixed charges	3.10	3.75	3.93	1.65	1.37

(a) Imputed interest applied to rent expense.

United Continental Holdings, Inc. and United Airlines, Inc. Subsidiaries
(as of February 22, 2018)

Entity	Jurisdiction of Incorporation
United Continental Holdings, Inc.	Delaware
Wholly-owned subsidiaries*:	
United Airlines, Inc.	Delaware
• Air Wis Services, Inc.	Wisconsin
• • Air Wisconsin, Inc.	Delaware
• • Domicile Management Services, Inc. **	Delaware
• Air Micronesia, LLC.	Delaware
• CAL Cargo, S.A. de C.V.**	Mexico
• CALFINCO Inc.	Delaware
• Century Casualty Company	Vermont
• Continental Airlines de Mexico, S.A.**	Mexico
• Continental Airlines Domain Name Limited	England
• Continental Airlines Finance Trust II	Delaware
• Continental Airlines Fuel Purchasing Group, LLC	Delaware
• Continental Airlines, Inc. Supplemental Retirement Plan for Pilots Trust Agreement	Delaware
• Continental Airlines Purchasing Holdings LLC	Delaware
• • Continental Airlines Purchasing Services LLC**	Delaware
• Continental Express, Inc.	Delaware
• Covia LLC	Delaware
• Mileage Plus Holdings, LLC	Delaware
• • MPH I, Inc.	Delaware
• • • Mileage Plus Marketing, Inc.	Delaware
• • Mileage Plus, Inc.	Delaware
• Presidents Club of Guam, Inc.	Delaware
• UABSPL Holdings, Inc.	Delaware
• UAL Benefits Management, Inc.**	Delaware
• United Atlantic LP**	Delaware
• • United Atlantic Services C.V.**	Delaware
• • • United Atlantic Corporate LLC	Delaware
• • • United Atlantic Corporate Center C.V.**	Netherlands
• • • • United Atlantic Finance	Cayman Islands
• United Atlantic B.V.	Netherlands
• United Atlantic Services LLC	Delaware
• United Aviation Fuels Corporation	Delaware

• United Airlines Business Private Services Limited**	India
• United Ground Express, Inc.	Delaware
• United Travel Services, LLC	Delaware
• United Vacations, Inc.	Delaware

* *Subsidiaries of United Continental Holdings, Inc. are wholly owned unless otherwise indicated*

** *Domicile Management Services Inc. is 99.9% owned by Air Wis Services, Inc. and 0.1% owned by United Airlines, Inc. CAL Cargo, S.A. de C.V. is 99.99% owned by United Airlines, Inc. and .01% owned by CALFINCO Inc. Continental Airlines de Mexico, S.A. is 99.9997% owned by United Airlines, Inc. and .0003% owned by private entities. Continental Airlines Purchasing Services LLC is 99% owned by Continental Airlines Purchasing Holdings LLC and 1% owned by United Airlines, Inc. UAL Benefits Management, Inc. has 100% of its Class A Common Stock owned by United Airlines, Inc. and 100% of its Class B Common Stock owned by Health Care Services Corporation. United Atlantic LP is 99.9% owned by United Airlines, Inc. and 0.1% owned by United Atlantic Services LLC. United Atlantic Services C.V. is 99.9% owned by United Atlantic LP and 0.1% owned by United Atlantic Services LLC. United Atlantic Corporate Center C.V. is 99.9% owned by United Atlantic Services C.V. and 0.1% owned by United Atlantic Corporate LLC. United Airlines Business Private Services Limited is 99.99% owned by United Airlines, Inc. and 0.01% owned by UABSPL Holdings, Inc. on behalf of United Airlines, Inc.*

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the following Registration Statements:

(1) Registration Statement (Form S-3 No. 333-221865),

(2) Registration Statement (Form S-4 No. 333-167801),

(3) Registration Statement (Form S-8 No. 333-197815),

(4) Registration Statement (Form S-8 No. 333-151778),

(5) Registration Statement (Form S-8 No. 333-131434),

(6) Registration Statement (Form S-8 No. 333-218637),

of our reports dated February 22, 2018, with respect to the consolidated financial statements and schedule of United Continental Holdings, Inc. and the effectiveness of internal control over financial reporting of United Continental Holdings, Inc., included in this Annual Report (Form 10-K) of United Continental Holdings, Inc. for the year ended December 31, 2017.

/s/ Ernst & Young LLP

Chicago, Illinois
February 22, 2018

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statement (Form S-3 No. 333-221865-01) of our report dated February 22, 2018, with respect to the consolidated financial statements and schedule of United Airlines, Inc., included in this Annual Report (Form 10-K) of United Airlines, Inc. for the year ended December 31, 2017.

/s/ Ernst & Young LLP

Chicago, Illinois
February 22, 2018

Exhibit 31.1

Certification of the Principal Executive Officer
Pursuant to 15 U.S.C. 78m(a) or 78o(d)
(Section 302 of the Sarbanes-Oxley Act of 2002)

I, Oscar Munoz, certify that:

(1) I have reviewed this annual report on Form 10-K for the period ended December 31, 2017 of United Continental Holdings, Inc. (the "Company");

(2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

(3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;

(4) The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the Company's most recent fiscal quarter (the Company's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and

(5) The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

/s/ Oscar Munoz
Oscar Munoz
Chief Executive Officer

Date: February 22, 2018

Exhibit 31.2

Certification of the Principal Financial Officer
Pursuant to 15 U.S.C. 78m(a) or 78o(d)
(Section 302 of the Sarbanes-Oxley Act of 2002)

I, Andrew C. Levy, certify that:

(1) I have reviewed this annual report on Form 10-K for the period ended December 31, 2017 of United Continental Holdings, Inc. (the “Company”);

(2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

(3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;

(4) The Company’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the Company’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the Company’s internal control over financial reporting that occurred during the Company’s most recent fiscal quarter (the Company’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting; and

(5) The Company’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company’s auditors and the audit committee of the Company’s board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company’s ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company’s internal control over financial reporting.

/s/ Andrew C. Levy

Andrew C. Levy
Executive Vice President and Chief
Financial Officer

Date: February 22, 2018

Exhibit 31.3

Certification of the Principal Executive Officer
Pursuant to 15 U.S.C. 78m(a) or 78o(d)
(Section 302 of the Sarbanes-Oxley Act of 2002)

I, Oscar Munoz, certify that:

(1) I have reviewed this annual report on Form 10-K for the period ended December 31, 2017 of United Airlines, Inc. (the "Company");

(2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

(3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;

(4) The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the Company's most recent fiscal quarter (the Company's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and

(5) The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

/s/ Oscar Munoz
Oscar Munoz
Chief Executive Officer

Date: February 22, 2018

Exhibit 31.4

Certification of the Principal Financial Officer
Pursuant to 15 U.S.C. 78m(a) or 78o(d)
(Section 302 of the Sarbanes-Oxley Act of 2002)

I, Andrew C. Levy, certify that:

(1) I have reviewed this annual report on Form 10-K for the period ended December 31, 2017 of United Airlines, Inc. (the "Company");

(2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

(3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;

(4) The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the Company's most recent fiscal quarter (the Company's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and

(5) The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

/s/ Andrew C. Levy

Andrew C. Levy
Executive Vice President and Chief
Financial Officer

Date: February 22, 2018

Exhibit 32.1

Certification of United Continental Holdings, Inc.
Pursuant to 18 U.S.C. 1350
(Section 906 of the Sarbanes-Oxley Act of 2002)

Each undersigned officer certifies that to the best of his knowledge based on a review of the annual report on Form 10-K for the period ended December 31, 2017 of United Continental Holdings, Inc. (the “Report”):

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of United Continental Holdings, Inc.

Date: February 22, 2018

/s/ Oscar Munoz
Oscar Munoz
Chief Executive Officer

/s/ Andrew C. Levy
Andrew C. Levy
Executive Vice President and Chief Financial Officer

Exhibit 32.2

Certification of United Airlines, Inc.
Pursuant to 18 U.S.C. 1350
(Section 906 of the Sarbanes-Oxley Act of 2002)

Each undersigned officer certifies that to the best of his knowledge based on a review of the annual report on Form 10-K for the period ended December 31, 2017 of United Airlines, Inc. (the “Report”):

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of United Airlines, Inc.

Date: February 22, 2018

/s/ Oscar Munoz
Oscar Munoz
Chief Executive Officer

/s/ Andrew C. Levy
Andrew C. Levy
Executive Vice President and Chief Financial Officer