



**PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION FOR
UNITED AIRLINES, INC. GROUP ENHANCED EARLY OUT BENEFIT PLAN 2014
FOR CERTAIN ASSOCIATION OF FLIGHT ATTENDANT-REPRESENTED EMPLOYEES**

United Airlines, Inc. ("United" or the "Company") hereby adopts the United Airlines, Inc. Group Enhanced Early Out Benefit Plan 2014 for certain Association of Flight Attendant (AFA) represented Employees from former subsidiary United Air Lines, Inc. (the "Early Out Plan") as follows:

1. Purpose of the Early Out Plan

The purpose of the Early Out Plan is to make enhanced early out benefits available to eligible employees, sometimes referred to as an "Early Out Benefit," to assist with their transition following the voluntary severance of employment.

2. Effective Date and Term of the Early Out Plan

The "Effective Date" of the Early Out Plan is September 15, 2014. If not terminated earlier pursuant to Section 8, the Early Out Plan will terminate automatically upon the expiration of the benefits provided hereunder.

3. Eligibility

The "Window Period" as used in this Early Out Plan is the period between September 15, 2014 and October 30, 2014.

Those eligible to submit an Election Form for the Early Out Plan ("Eligible Employees") are those individuals who are Association of Flight Attendant sub-United ("sUA AFA") represented employees in the Flight Attendant (FA) classification who:

- (a) at the beginning and end of the Window Period were employed by the Company as a Flight Attendant; and
- (b) have a Flight Attendant System Seniority bid date of September 15, 1999 or earlier.

Any employee classified by the Company as belonging to any other employee group that is not specifically mentioned in 3 above is excluded from eligibility under this Early Out Plan.

No employee who is on an unapproved leave throughout the Window Period or thereafter throughout the time period prior to the employee's Company-assigned exit date ("Exit Date") is an Eligible Employee.

Employees who accept other positions within any subsidiary of United Continental Holdings, Inc., including but not limited to Mileage Plus, Inc. or Continental Micronesia, Inc. during or before the Window Period and any time before their Exit Date are not Eligible Employees under this Early Out Plan.

No employee who is terminated for cause (as determined by the Plan Administrator in his or her sole and absolute discretion) before the employee's Exit Date as determined by the Company is an Eligible Employee. No employee who is on investigative suspension or terminated for cause as of the date she or he signs the waiver of rights and release is an Eligible Employee. No employee who is failing to execute his job responsibilities in a satisfactory manner as determined



by the Company or who is failing to maintain an acceptable dependability record as determined by the Company is an Eligible Employee. If an Eligible Employee's Early Out Election Form is accepted by the Company, but before his or her separation date, the Eligible Employee is charged with conduct that could lead to discharge, the Eligible Employee's Early Out Participation shall be held in abeyance pending a hearing pursuant to Section 26A of the sUA United/ AFA Flight Attendant Agreement, which shall be conducted as soon as practicable. If the outcome of the hearing is anything other than termination of employment, the Eligible Employee can be a Participant in the Early Out Plan, assuming all other requirements of Section 4 are met. If the outcome of the hearing is termination of employment, the Eligible Employee forfeits the Early Out Award and is not a Participant. In a case of termination, if the System Board of Adjustment orders reinstatement, the Eligible Employee shall have the option of receiving the Early Out Award in lieu of reinstatement.

NOTE: The provisions of this Early Out Plan do NOT apply for purposes of satisfaction of the necessary age and qualifying service requirements for purposes of other distribution options under any other retirement or savings plan maintained by the Company or its affiliates in which you may be a participant. Any additional age provided under this Early Out Plan for purposes of qualifying for retiree travel do not convey additional age for purposes of any pension or retirement savings plan.

4. Participation

An Eligible Employee will become a participant ("Participant") under the Early Out Plan only if the following requirements are all met:

- (a) By 0800 Central Time October 30, 2014, the Eligible Employee must execute and submit online the Election Form, and execute the Waiver of Rights and Claims/Release from Liability and return it to the Company. In signing this waiver of rights and release and subsequently separating from the Company under the terms of this Early Out Plan, the Eligible Employee irrevocably resigns his or her employment and is **not eligible for rehire or recall** at United Continental Holdings, Inc., or any subsidiary thereof, including but not limited to United Airlines, Inc., Mileage Plus, Inc., or Continental Micronesia, Inc.
- (b) The Eligible Employee must receive from the Company an assigned Exit Date and separate from the Company on this Exit Date. The Eligible Employee must remain an Eligible Employee through and including this Exit Date. The Company explicitly reserves the right to determine the Participant's Exit Date based upon operational and business needs. The Exit Date for all Participants will be no later than November 15, 2016.
- (c) The Company must accept the Eligible Employee's Early Out Election Form submitted in accordance with this paragraph, except the Company may decline to accept an Eligible Employee's Early Out Election Form pursuant to Section 5 below.
- (d) The Company may request an Eligible Employee to effectuate a second Waiver of Rights and Claims/Release (which may be identical to the first one) closer to the Eligible Employee's Exit Date to cover the time period that has elapsed since the first Waiver of Rights and Claims/Release was submitted to the Company. If requested by the Company, the Eligible Employee must execute this second Waiver of Rights and Claims/Release.

5. Company's Discretion to Limit Participation and Determine Exit Dates:

The Company shall consider all Early Out Election Forms it timely receives from Eligible Employees and determine the number of applications it will accept, if any. The Company shall not be required to grant a total number of releases from service pursuant to this Early Out Plan greater than it judges in its sole discretion to be appropriate and consistent with business operational needs. The Company reserves the right, in its sole discretion, to reject the application of any individual applicant based upon Company need. The Company further reserves the right, in its sole discretion, to assign Exit Dates consistent with any business and operational needs.

6. Early Out Benefits

A Participant under the Early Out Plan, as defined in Section 4, will receive the following benefits and privileges:

- a. **Early Out Pay:** A Participant will receive early out pay less applicable withholdings and less any arrears or charges owed by the Participant to the Company (see note below). The amount of a Participant's early out pay is determined by multiplying his or her completed full years of service as measured from the Participants System Seniority List bid date to September 15, 2014 times \$4,000, up to a maximum of 25 years or \$100,000, less applicable withholdings. Please note, the lump sum early out pay will not be considered eligible earnings for purposes of any contributions under any 401(k) plan or other applicable pension plan in which a Participant may participate.

Manner of Payment and Reduction of Early Out Pay

A Participant's early out pay will be paid in a lump sum within 45 days of the Participant's exit date and only after the effective date of the Participant's signed Waiver of Rights and Claims/Release or second signed Waiver of Rights and Claims/Release if such was issued. The amount of a Participant's early out pay will be reduced to the extent necessary to defray any outstanding financial obligations that the Participant may have to the Company or affiliate of the Company. This may include any overpayment, pay advances, arrears, charges or other outstanding monies due the Company.

b. **Health Benefits:**

A Participant shall be eligible for continuation of health benefits coverage under COBRA for up to 18 months only if the Participant is enrolled in an applicable Company-sponsored health plan immediately prior to the Participant's Exit Date. The Participant will receive a COBRA continuation coverage package by mail and the Participant may elect COBRA continuation coverage as described therein. This COBRA continuation coverage will be offered at the full cost of coverage, plus a 2% administrative fee, as long as the Participant timely continues to pay the required contributions, which the Participant must pay on a direct-bill basis.

If a Participant is also eligible for coverage under a Company retiree medical program (a "Retiree Medical Program"), on their Exit Date, the Participant may elect to begin participation in a Retiree Medical Program. Please note that if a Participant is eligible for more than one Retiree Medical Program, the Participant may only elect one program. In the event that the Participant is eligible but elects to not participate in a Retiree Medical Program



as of the Participant's last date worked, the Participant will no longer be eligible or become eligible to participate in a Retiree Medical Program unless the Participant calls into the United Airlines Benefits Center to suspend (VSOP) their retiree medical coverage and subsequently meets all VSOP requirements for later enrollment. Any Participant who has not yet satisfied the age and service requirements of a Retiree Medical Program as of the Participant's last date worked will not later become eligible to participate in a Retiree Medical Program. If a Participant or eligible dependent is covered by COBRA and later becomes entitled to Medicare, his or her coverage will cease.

Each Participant is solely responsible for determining his or her need for COBRA continuation coverage. COBRA continuation coverage materials will be provided to the Participant.

If no COBRA continuation coverage is purchased, then on the last day of the month in which the Participant's Exit Date occurs, medical, dental, vision, and health care flexible spending account benefits provided under a Company sponsored benefit plan will end.

c. **Travel Passes:** Participants may be eligible to elect one of the following:

1) **Retiree Pass Plan R1** – Participants eligible to receive retiree passes as of their Exit Date from the Company, will receive retiree passes under those policies (as they may change from time to time) upon their Exit Date from the Company.

2) **Early Out Pass Plan EO1** – Participants who are not immediately eligible for retiree pass travel upon their Exit Date from the Company, may purchase pass travel privileges for a period beginning on the day after Participant's Exit Date and ending, based on the Participant's election, five (5) years, ten (10) years or fifteen (15) years later (the "Travel Period"). Based on the Participant's elected duration of pass travel privileges, the corresponding amount indicated in the chart below will be deducted from the Participant's Lump Sum Early Out Payment after taxes and any arrears or charges owed by the Participant to the Company have been withheld.

Pass Options	Amount deducted from Lump Sum
5 years	\$5,000
10 years	\$10,000
15 years	\$15,000

During the elected Travel Period, the Company will provide unlimited, service-charge, space-available pass travel on United and United Express flights that operate pursuant to our capacity purchase agreements at pass classification SA5P (or its future equivalent) in accordance with the Company's flight pass programs and policies in effect from time to time ("Early Out Passes") for the Participant, Participant's spouse or registered domestic partner or enrolled friend, eligible dependent unmarried children until they attain the age of 26 and parents. If, during the elected Travel Period, a Participant becomes eligible for retiree-status passes, his or her Early Out Passes will automatically convert to retiree-status passes under the pass travel policies in effect for



eligible retirees (as they may change from time to time).¹ Please see attached Early Out Pass Travel Information document for a description of these pass travel privileges and procedures to obtain passes. If, at the expiration of the elected Travel Period a Participant does not become eligible for retiree-status passes, the Participant will no longer be eligible for early out pleasure travel privileges.

Rules applicable to all pass plans. The Company may terminate a Participant's Early Out Passes if it determines, in its sole discretion, that the Participant or any other person flying under such Participant's Early Out Passes (a) abused travel pass privileges, or (b) participated in or contributed to disruptive conduct or (c) otherwise violated the Company's travel pass policies in effect from time to time.

PLEASE NOTE: Future changes in the Company's pass policies or in agreements with other carriers related to pass travel by employees or eligible former employees may result in changes to or elimination of eligibility for travel. The Company expressly reserves the right to change any policies relating to pass travel.

d. Method of Payment; Taxes

Early Out Passes will provide in-kind benefits in the form of on-line only, space-available air transportation in accordance with the Company's pass policies as these may change from time to time. In no circumstance shall any Participant be entitled to any cash payment to reimburse for Early Out benefits. Certain pass travel is taxable. The taxable calculation is subject to change. Tax withholding amounts may be collected by the Company before or after travel, subject to then applicable Company procedures. The Company will report the taxable value of pass travel, and any taxes collected, to the Participant at the end of the travel year.

e. Non-Assignment of Early Out Payment

Early Out Benefits and privileges may not be assigned, pledged, or encumbered; nor may any right or interest in any benefit provided under the Early Out Plan be transferred in any other manner. Further, a Participant's spouse/domestic partner and dependents shall be eligible for pleasure travel privileges only if these individuals, *at the time of flight*, qualify as the Participant's spouse/domestic partner or legal dependent and otherwise satisfy the requirements of United's travel policies as in effect at that time. Early Out Benefits and privileges may not be extended pursuant to any legal proceeding or court order.

7. Plan Amendment and Termination

The Company may from time to time, in its discretion, amend, in whole or in part, any or all of the provisions of this Early Out Plan or terminate this Early Out Plan; provided, however, that no such amendment or termination shall reduce the Early Out Benefits set forth in this Plan for any

¹ Your years of active service for purposes of the Company's retiree pass policy are fixed as of the date you terminate employment with the Company. Provided that you have the required service at the time of your resignation/termination, if you reach the required age corresponding to those years of service during the elected Early Out Travel Period, you will be eligible under the Company's retiree pass policies for retiree status passes. At this time, your Early Out Passes will terminate and be replaced with retiree status passes. The Company's retiree pass policies for retiree status are separate from and not a part of the Early Out Plan. Like other policies, the retiree pass travel policies are subject to modifications and changes from time to time.

Participant already receiving such Early Out Benefits. Notwithstanding the foregoing, the Company may from time to time, in its discretion, amend or terminate, in whole or in part, its pleasure travel program, and any such amendment or termination shall be effective with respect to any Participant already receiving Early Out Benefits under the Plan.

8. Plan Year

The Plan Year shall be the twelve-consecutive month period commencing on January 1 of each year; provided, however, that the first Plan Year shall commence on the Effective Date and end on December 31, 2014.

9. Effect of Death on Early Out Benefits

All benefits and privileges hereunder will cease immediately upon a Participant's death.

10. Named Fiduciary and Plan Administrator

The Company's Executive Vice President Human Resources and Labor Relations is designated as the "Named Fiduciary" and "Plan Administrator" of the Early Out Plan. If at any time during the term of the Early Out Plan, the office of the Executive Vice President Human Resources and Labor Relations is vacant, the Company shall appoint another Named Fiduciary and Plan Administrator to serve until such position is filled. The general administration of the Early Out Plan shall be vested in the Plan Administrator. The Plan Administrator shall supervise the administration and enforcement of the Early Out Plan according to the terms and provisions hereof and shall have all powers necessary to accomplish these purposes, including, but not by way of limitation, the right, power, discretion, and authority:

- (a) To make rules, regulations, and by-laws for the administration of the Early Out Plan that are not inconsistent with the terms and provisions hereof and to enforce the terms of the Early Out Plan and such rules and regulations;
- (b) To construe in his or her discretion all terms, provisions, conditions, and limitations of the Early Out Plan;
- (c) To correct any defect or to supply any omission or to reconcile any inconsistency that may appear in the Early Out Plan in such manner and to such extent as the Plan Administrator shall deem in his or her discretion expedient to effectuate the purposes of the Early Out Plan;
- (d) To employ and compensate such accountants, attorneys, investment advisors, and other agents, employees, and independent contractors as the Plan Administrator may deem necessary or advisable for the proper and efficient administration of the Early Out Plan;
- (e) To determine in his or her discretion, all questions regarding eligibility and participation; and
- (f) To make a determination in his or her discretion as to the right of any person to a benefit under the Early Out Plan and to prescribe procedures to be followed by Participants in obtaining benefits hereunder.

All decisions, interpretations, and determinations of the Plan Administrator shall be final and binding upon all parties. The Plan Administrator shall make all reports and disclosures required by law.



The Plan Administrator may be contacted at the following address and telephone number:

Executive Vice President – Human Resources and Labor Relations
United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606
1-877-825-3729

11. Agent for Service of Process

Legal process may be served on:

Executive Vice President – Human Resources and Labor Relations
United Airlines, Inc.
233 South Wacker Drive
Chicago, Illinois 60606
1-877-825-3729

12. Plan Sponsor

The Early Out Plan sponsor is United Airlines, Inc. 233 South Wacker Drive, Chicago, Illinois 60606; phone 1-877-825-3729, Employer Identification Number 74-2099724.

13. Type of Plan and Administration

The Early Out Plan is a welfare benefit plan providing early out benefits that is self-administered by the Company. The Early Out Plan is part of the United Airlines Consolidated Welfare Benefit Plan.

14. Claim Procedures

The Early Out benefits under the Early Out Plan shall become available to a Participant as soon as administratively feasible after the Participant's Exit Date. Any employee or beneficiary (a "Claimant") who does not receive benefits under the Early Out Plan and who believes that he or she is entitled to a benefit or who has received benefits under the Early Out Plan but believes that he or she is entitled to a greater benefit may file a claim for benefits under the Early Out Plan in writing with the Plan Administrator. In the event of an "Adverse Benefit Determination" (which includes a denial or modification of the claim, or an invalidation for failing to follow the Early Out Plan's claim submission procedures), the Plan Administrator shall furnish a written notice to the Claimant within ninety days (or within 180 days if the Plan Administrator determines that special circumstances necessitate an extension of the ninety-day period, in which case the Claimant will be informed of the extension and the circumstances requiring the extension in writing prior to its commencement), which notice shall:

- (a) State the specific reasons for the Adverse Benefit Determination;
- (b) Provide specific reference to pertinent Early Out Plan provisions upon which the Adverse Benefit Determination is based;

- (c) Provide a description of any additional information or material necessary to perfect the claim and an explanation of why such information or material is necessary; and
- (d) Explain the Early Out Plan's claim review procedure and include a description of the right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), following an Adverse Benefit Determination on review.

15. Review Procedure

In the event of an Adverse Benefit Determination on a claim for Early Out Plan benefits, if the Claimant desires to have the Adverse Benefit Determination reviewed, he or she must, within 60 days following receipt of the notice of the Adverse Benefit Determination, submit a written request for review by the Plan Administrator of such determination.

During this review process, the Claimant will have the opportunity to submit written comments and other information relating to the claim, and will have reasonable access to, and upon request, copies of, all documents and other information relevant to the claim free of charge. Any items submitted to the Plan Administrator will be considered without regard to whether such items were considered in the initial benefit decision. Within 60 days (or within 120 days if the Plan Administrator determines that special circumstances necessitate an extension of the sixty-day period, in which case the Claimant be informed of the extension and the circumstances requiring the extension in writing prior to its commencement) following such request for review the Plan Administrator shall, after providing a full and fair review, render its final determination in writing (or electronically) to the Claimant. However, the review process may be delayed if Claimant fails to provide information that is requested by the Plan Administrator. If the Plan Administrator approves the claim on review, then it will be processed as soon as administratively practicable. In the event of an Adverse Benefit Determination on review, the Plan Administrator's final decision will include:

- (a) The specific reason or reasons for the Adverse Benefit Determination;
- (b) The Early Out Plan provisions upon which the Adverse Benefit Determination is based;
- (c) A statement that the Claimant is entitled to reasonable access to, and upon request, copies of, all documents and other information relevant to the claim free of charge; and
- (d) A statement of the Claimant's right to bring a civil action under section 502(a) ERISA.

A Claimant may, by submitting a written statement to the Plan Administrator, authorize an individual or entity to pursue his or her claim for benefits under the Early Out Plan and/or his or her request for a review of an Adverse Benefit Determination made with respect to a claim.

Completion of the claims procedures described in this Section 15 will be a condition precedent to the commencement of any legal or equitable action in connection with a claim for benefits under the Early Out Plan by a Claimant or by any other person claiming rights individually or through a Claimant.

16. Notice to Participants and Beneficiaries

Each Participant in the Early Out Plan is entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). This document



serves both as the plan document governing the operation of the Early Out Plan and as the Summary Plan Description. This Section 16 contains a notice of your rights under ERISA.

ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan And Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations such as worksites, all documents governing the plan and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for any copies requested.

Prudent Actions By Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the persons who are responsible for the operation of an employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive such materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (for example, if it finds that your claim is frivolous).

Assistance With Your Questions

If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this notice of rights or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest



office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

17. Effect of Document

In the event of any inconsistency between this document and any other communication regarding the Early Out Plan, this document controls.

18. Controlling Law

The Early Out Plan and the waiver and release shall be interpreted under ERISA. The parties agree that venue and jurisdiction for any action under this plan shall lie solely in federal court in Chicago, Illinois.