



PLEASE SUBMIT VIA EMAIL to: Earlyout@united.com no later than October 30th at 0800 Central

Waiver of Rights and Claims/Release from Liability for Sub-United and Sub-Continental AFA-Represented Employees

United Airlines, Inc. (the "Company") offered to provide benefits to me under the Group Early Out Benefit Plan 2014 ("Early Out Plan") to waive any claims and release the Company from any liability related to my employment with or separation from the Company. I choose to accept this offer. I have also signed a completed and accurate Early Out Election Form. I understand that I am not required to perform any service or labor for the Company in return for the payments and/or benefits described in the Early Out Plan. I certify that I have no claims for unpaid wages and no unreported on-the-job injuries. In addition, I certify that I have received a copy of the Early Out Plan Document and Summary Plan Description at the time I received this waiver of rights and release form.

I understand that signing this waiver and release is an important legal act and that I am giving up important legal rights. I have read this form. I understand it, and I am signing it knowingly and voluntarily. The Company advised me to consult an attorney before executing this waiver and release, and I have done so or voluntarily decided not to consult an attorney.

In exchange for receiving pay and/or benefits under the Early Out Plan, **I irrevocably agree to resign my employment.** I also waive all claims and release United Continental Holdings, Inc., United Airlines, Inc., Continental Micronesia, Inc. their subsidiaries and affiliates, the Early Out Plan, and its and their directors and officers, stockholders, employees, agents, and representatives (the "Released Parties"), from liability for any claims arising before the date I sign this waiver and release or arising out of my employment or separation from employment. I acknowledge that the Company has paid or will pay all compensation (wages and accrued, unused vacation) due to me as an employee of the Company on or after my Exit Date.

Specifically included in this waiver and release are, among other things, all claims of alleged employment discrimination, harassment, or retaliation prohibited by Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Workers Adjustment and Retraining Notification Act, the New Jersey Conscientious Employee Protection Act and the New Jersey Law Against Discrimination, or any other federal, state, or local statute, rule, ordinance, or regulation, as well as any claims under common law for tort, contract, or wrongful discharge. I understand and agree that I am releasing all claims that I may have and that I do not now know or suspect to exist against the Released Parties, except as specifically excluded in this Agreement. If I was employed by the Company at any time in California, or if I resided in California at any time while employed by the Company, I waive all rights under California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have mutually affected his settlement with the debtor." The parties waive the requirements of 735 ILCS 5/2-2301 to the extent those provisions are applicable.

This Agreement does not bar me from making or asserting (a) any claim or right under state workers' compensation or unemployment laws, or (b) any claim for vested rights under ERISA-covered employee benefit plans as applicable on the date I sign this Agreement; or (c) any claim or right which by law cannot be waived, including my right to file a charge with an administrative agency or to participate in an agency investigation, including but not limited to the Equal Employment Opportunity Commission ("EEOC"). I waive, however, the right to recover money if any federal, state, or local government agency, including but not limited to the EEOC, pursues a claim on my behalf or on behalf of a class to which I may belong that arises out of or relates to my employment or severance from employment. I affirm that I have not filed and am not presently party to, any lawsuit or arbitration against any Released Party. I further represent that no claims, complaints, charges, or other proceedings are pending in any court, administrative agency, commission, or other forum relating directly or indirectly to my employment with the Company. Except as described above, I agree not to sue any of the Released Parties or become a party to a lawsuit on the basis of any claim that arises out of any aspect of my employment or severance from employment.

I am also relinquishing any rights to termination pay, any other early out benefits, furlough rights, furlough pay, recall rights, or reemployment rights to which I may have otherwise been or become entitled to. I understand that I may not reapply for employment at United Airlines, Inc., Mileage Plus, Inc., or Continental Micronesia, Inc. and that these entities have no obligation to reemploy me. I understand that I may be required to Execute and submit an additional Waiver of Rights and Claims/ Release closer to my actual exit date. I agree that venue and jurisdiction for any action under this Plan or related to this waiver and release shall lie solely in federal court in Chicago, Illinois, consistent with the Early Out Plan.

If I do not revoke this waiver and release, the waiver and release and my agreement to voluntarily resign will be effective and irrevocable as of the eighth day after I have executed it and emailed it to: Earlyout@united.com My last date worked shall be specifically determined by Company management.

Employee Name: _____ Employee Signature: _____

Date: _____ Employee Number: _____