

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:) Chapter 11
)
UAL Corporation, et al.,¹) Case No. 02-B-48191
) Honorable Eugene R. Wedoff
Debtors.) (Jointly Administered)

**DEBTORS' SECOND AMENDED JOINT PLAN OF REORGANIZATION
PURSUANT TO CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE**

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Dated: January 19, 2006

¹ The Debtors are the following entities: Air Wisconsin, Inc., Air Wis Services, Inc., Ameniti Travel Clubs, Inc., BizJet Charter, Inc., BizJet Fractional, Inc., BizJet Services, Inc., Cybergold, Inc., Domicile Management Services, Inc., Four Star Leasing, Inc., itarget.com, inc., Kion Leasing, Inc., Mileage Plus Holdings, Inc., Mileage Plus, Inc., Mileage Plus Marketing, Inc., MyPoints.com, Inc., MyPoints Offline Services, Inc., Premier Meeting and Travel Services, Inc., UAL Benefits Management, Inc., UAL Company Services, Inc., UAL Corporation, UAL Loyalty Services, I.I.C., United Air Lines, Inc., United Aviation Fuels Corporation, United BizJet Holdings, Inc., United Cogen, Inc., United GHS, Inc., United Vacations, Inc., and United Worldwide Corporation.

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INTRODUCTION

Pursuant to Title 11 of the United States Code (the "Bankruptcy Code"), 11 U.S.C. §§ 101 *et seq.*, the Debtors and Debtors in Possession in the above-captioned and numbered cases hereby respectfully propose the following Plan for the resolution of the outstanding Claims against and Interests in the Debtors. Capitalized terms used in the Plan and not otherwise defined shall have the meanings ascribed to such terms as in ARTICLE I.D of the Plan.

A complete list of the Debtors is set forth below. The list identifies each Debtor by its case number in these Chapter 11 Cases.

<u>Debtor</u>	<u>Case Number</u>
UAL Corporation	02-48191
UAL Loyalty Services, LLC	02-48192
Ameniti Travel Clubs, Inc.	02-48193
Mileage Plus Holdings, Inc.	02-48194
Mileage Plus Marketing, Inc.	02-48195
MyPoints.com, Inc.	02-48196
Cybergold, Inc.	02-48197
itarget.com, inc.	02-48198
MyPoints Offline Services, Inc.	02-48199
UAL Company Services, Inc.	02-48200
Four Star Leasing, Inc.	02-48201
UAL Benefits Management Inc.	02-48202
Domicile Management Services, Inc.	02-48203
Air Wisconsin, Inc.	02-48204
Air Wis Services, Inc.	02-48205
United BizJet Holdings, Inc.	02-48206
BizJet Charter, Inc.	02-48207
BizJet Fractional, Inc.	02-48208
BizJet Services, Inc.	02-48209
United Air Lines, Inc.	02-48210
Kion Leasing, Inc.	02-48211
Premier Meeting and Travel Services,	02-48212
United Aviation Fuels Corporation	02-48213
United Cogen, Inc.	02-48214
Mileage Plus, Inc.	02-48215
United GHS Inc.	02-48216
United Worldwide Corporation	02-48217

Four Star Insurance Co. Ltd. and Kion de Mexico, S.A. de C.V., both incorporated outside of the United States, and Cova LLC, ULS Ventures, Inc., and United Air Lines Ventures, Inc., each incorporated within the United States, are wholly-owned direct and indirect subsidiaries of the Debtors and have not commenced cases under Chapter 11 of the Bankruptcy Code nor similar proceedings in any other jurisdiction. These wholly-owned subsidiaries continue to operate in the ordinary course of business outside of bankruptcy.

The Plan contemplates the reorganization of the Debtors and the resolution of the outstanding Claims against and Interests in the Debtors pursuant to Section 1121(a) of the Bankruptcy Code. In general, but subject to the specific provisions set forth in the Plan, the obligations owed to Unsecured Creditors of the Debtors will be converted into New UAL Common Stock to be issued by Reorganized UAL, and existing common and preferred Interest Holders of UAL will receive no distribution on account of their existing Interests, which will be cancelled.

The Plan contemplates substantive consolidation of the Estates of the United Debtors (i.e., all of the Debtors other than UAL) for all purposes related to the Plan, including, without limitation, for purposes of voting, confirmation, and distribution. Unless substantive consolidation has been approved by an order of the Bankruptcy Court, the Plan shall serve as a motion by the Debtors seeking entry of an order by the Bankruptcy Court substantively consolidating the Estates of the United Debtors and the Confirmation Order authorizing substantive consolidation shall constitute an order of the Bankruptcy Court approving the substantive consolidation of the United Debtors. In the event that the Bankruptcy Court substantively consolidates some but not all of the United Debtors, the Debtors reserve the right to proceed with confirmation without substantive consolidation or with partial substantive consolidation as allowed by the Bankruptcy Court. In the event that the Bankruptcy Court does not substantively consolidate any of the United Debtors' Estates, the Plan provides for twenty-eight Subplans of reorganization for each of the Debtors. Subject to the Debtors seeking substantive consolidation pursuant to ARTICLE VI.F of the Plan, the confirmation requirements of Section 1129 of the Bankruptcy Code must be satisfied separately with respect to each Subplan and whether substantive consolidation is ordered will have no impact on a Creditor's distribution. The Debtors reserve the right to (a) request that the Subplans be confirmed or (b) withdraw some or all Subplans. Subject to the preceding sentence, the Debtors' inability to confirm any Subplan or the Debtors' election to withdraw any Subplan(s) shall not impair the confirmation of any other Subplan(s), or the consummation of any such Subplan.

Pursuant to Section 1125(b) of the Bankruptcy Code, a vote to accept or reject the Plan cannot be solicited from a Holder of a Claim until the Disclosure Statement has been approved by the Bankruptcy Court and distributed to Holders of Claims. In the Chapter 11 Cases, the Disclosure Statement was approved by the Bankruptcy Court by order entered on October 21, 2005. The Disclosure Statement contains, among other things, a discussion of the Debtors' history, businesses, properties and operations, projections for those operations, risk factors associated with the business and Plan, a summary and analysis of the Plan, and certain related matters including, without limitation, the securities to be issued pursuant to the Plan.

ALL HOLDERS OF CLAIMS ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. IN THE EVENT THE BANKRUPTCY COURT DOES NOT SUBSTANTIVELY CONSOLIDATE THE UNITED DEBTORS' ESTATES, THE VOTES TO ACCEPT OR REJECT THE PLAN BY HOLDERS OF CLAIMS SHALL BE DEEMED AS VOTES TO ACCEPT OR REJECT THE SUBPLANS OF REORGANIZATION SET FORTH HEREIN AND SUCH VOTES SHALL BE TABULATED IN ACCORDANCE WITH THE TERMS OF THE SUBPLANS.

ARTICLE I.
DEFINED TERMS, RULES OF INTERPRETATION,
COMPUTATION OF TIME AND GOVERNING LAW

A. Rules of Interpretation and Computation of Time

1. **Rules of Interpretation:** For purposes of the Plan: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) unless otherwise specified, any reference in the Plan to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (c) unless otherwise specified, any reference in the Plan to an existing document, schedule or exhibit whether or not Filed (or to be Filed), shall mean such document, schedule or exhibit, as it may have been or may be amended, modified or supplemented; (d) any reference to an entity as a Holder of a Claim or Interest includes that Entity's successors and assigns; (e) unless otherwise specified, all references in the Plan to Sections and Articles are references to Sections and Articles of the Plan or to the Plan; (f) unless otherwise specified, all references in the Plan to Exhibits are references to exhibits in the Plan Supplement; (g) the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (h) subject to the provisions of any contract, certificates of incorporation, charters, bylaws, instrument, release or other agreement or document entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (i) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (j) unless otherwise set forth in the Plan, the rules of construction set forth in Section 102 of the Bankruptcy Code shall apply; (k) any term used in capitalized form in the Plan that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; and (l) all references to docket numbers of documents Filed in the Debtors' Chapter 11 Cases are references to the docket numbers under the Court's "Case Management" system.

The Plan is the product of extensive discussions and negotiations between and among various persons, including, without limitation, the Debtors and certain of their Creditors and constituents. Each of the foregoing (a) participated in the formulation and documentation of or (b) was afforded the opportunity to review and provide comments on, the Plan, Disclosure

Statement, and the documents ancillary thereto. Accordingly, the general rule of contract construction known as contra proferentem shall not apply to the construction or interpretation of any provision of the Plan, Disclosure Statement, or any contract, instrument, release, indenture, exhibit, or other agreement or document generated in connection herewith; provided, however, that this sentence shall not apply to: (1) the United States of America or any Governmental Unit thereof, or (2) Atlantic Coast Airlines, Inc. and any successor, including Independence Air, Inc.

2. Computation of Time: In computing any period of time prescribed or allowed hereby, the provisions of Bankruptcy Rule 9006(a) shall apply. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

B. Reference to Monetary Figures: All reference in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

C. Proponents of Plan: The Plan is proposed by the Debtors within the meaning of Section 1129 of the Bankruptcy Code. The classification and treatment of Claims against and Interests in the Debtors is contained in ARTICLE III of the Plan.

D. Defined Terms: For purposes of the Plan, except as expressly provided or unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form in the Plan; provided, however, that any term used in the Plan that is not defined in the Plan, but is defined in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules.

1. 13.25% Junior Subordinated Debentures: The \$77 million original principal amount 13.25% junior subordinated debentures due December 15, 2026, issued by UAL.

2. 45% UBL Claim: That certain forty-five (45) percent of the \$10,213,600,000 Unsecured PBGC Claim that the Debtors can direct PBGC to assign in accordance with Paragraph 3 of Exhibit 2 to the May 11, 2005 order approving the global settlement between United and PBGC [Docket No. 11229].

3. Accrued Professional Compensation: At any given moment, all accrued fees and expenses (including but not limited to success fees) for services rendered by all Professionals through and including the Confirmation Date, to the extent such fees and expenses have not been paid and regardless of whether a fee application has been filed for such fees and expenses. To the extent a court denies by Final Order a Professional's fees or expenses, such amounts shall no longer be considered Accrued Professional Compensation.

4. Administrative Claim: A Claim for costs and expenses of administration pursuant to Sections 503(b), 507(a)(1), 507(b) or 1114(e)(2) of the Bankruptcy Code, which may include, without limitation: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Estates and operating the businesses of the Debtors (such as wages, salaries or commissions for services and payments for goods and other services and leased premises) that (i) arise from a transaction with the Debtors, and (ii) benefit the Debtors in the operation of their business; (b) compensation for legal, financial advisory, accounting and other

services and reimbursement of expenses awarded or allowed pursuant to Sections 328, 330(a), or 331 of the Bankruptcy Code or otherwise for the period commencing on the Petition Date and ending on the Confirmation Date; (c) all fees and charges assessed against the Estate pursuant to Chapter 123 of Title 28 United States Code, 28 U.S.C. §§ 1911 through 1930; and (d) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to Sections 503(b)(3), (4), and (5) of the Bankruptcy Code.

5. Administrative Claim Bar Date: The deadline for filing proofs or requests for payment of Administrative Claims, which shall be thirty (30) days after the Effective Date for Entities other than the United States of America and all Governmental Units thereof and 180 days after the Effective Date for the United States of America and all Governmental Units thereof, unless otherwise ordered by the Bankruptcy Court and except with respect to DIP Facility Claims and Professional Claims which shall be subject to the provisions of ARTICLE XI hereof.

6. AFA: The Association of Flight Attendants-Communications Workers of America, AFL-CIO.

7. AFA Distribution: That certain distribution of shares of New UAL Common Stock distributed to AFA-represented employees under the Plan on account of the \$992,662,145 distribution amount under the AFA Restructuring Agreement and that certain Distribution Agreement attached thereto.

8. AFA Released Party: To the extent that certain United-AFA Restructuring Agreement dated January 17, 2006 is ratified, each of: AFA, the Master Executive Council, and each of their current or former (a) members, (b) officers, (c) committee members, (d) employees, (e) advisors, (f) attorneys, (g) accountants, (h) investment bankers, (i) consultants, (j) agents, and (k) other representatives with respect to any liability such person or entity may have in connection with or related to the Chapter 11 Cases, the formulation, preparation, negotiation, dissemination, implementation, administration, confirmation or consummation of any of the Plan, the Disclosure Statement, the AFA Restructuring Agreement or any contract, employee benefit plan, instrument, release or other agreement or document created, modified, amended or entered into in connection with either the Plan or any agreement between United, UAL and AFA, or any other act taken or omitted to be taken in connection with the Chapter 11 Cases.

9. AFA Restructuring Agreement: That certain AFA/UAL Restructuring Agreement effective as of May 1, 2003, including all attachments and exhibits thereto and any agreements in connection therewith, by and between UAL, United, and the AFA, as amended and modified by that certain 2005-2010 Flight Attendant Agreement effective as of January 7, 2005, including all attachments and exhibits thereto and any agreements in connection therewith, and the January 17, 2006 agreement, if ratified, which AFA Restructuring Agreement is contained in the Plan Supplement as Exhibits 16 and 17 and incorporated herein by reference.

10. Affiliate: (a) An entity that directly or indirectly owns, controls or holds with power to vote, twenty (20) percent or more of the outstanding voting securities of any of the Debtors, other than an entity that holds such securities (i) in a fiduciary or agency capacity without sole discretionary power to vote such securities; or (ii) solely to secure a debt, if such

entity has not in fact exercised such power to vote; (b) a corporation twenty (20) percent or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by any of the Debtors, or by an entity that directly or indirectly owns, controls, or holds with power to vote, twenty (20) percent or more of the outstanding voting securities of any of the Debtors, other than an entity that holds such securities (i) in a fiduciary or agency capacity without sole discretionary power to vote such securities; or (ii) solely to secure a debt, if such entity has not in fact exercised such power to vote; (c) a person whose business is operated under a lease or operating agreement by any of the Debtors, or a person substantially all of whose property is operated under an operating agreement with any of the Debtors; or (d) an entity that operates the business or substantially all of the property of any of the Debtors under a lease or operating agreement.

11. Aircraft Equipment: An aircraft, aircraft engine, propeller, appliance or spare part (including all records and documents relating to such equipment that are required, under the terms of the security agreement, lease, or conditional sale contract, to be surrendered or returned in connection with the surrender or return of such equipment) that is leased to, subject to a security interest granted by or conditionally sold to, one of the Debtors.

12. Air Wis: Air Wis Services, Inc., a Wisconsin corporation, a debtor and debtor in possession in the Chapter 11 Cases.

13. Air Wisconsin: Air Wisconsin, Inc., a Wisconsin corporation, a debtor and debtor in possession in the Chapter 11 Cases.

14. Allowed: With respect to Claims or Interests, (a) any Claim against or Interest in a Debtor, proof of which is timely Filed by the applicable Bar Date (or that by order of the Bankruptcy Court is not or shall not be required to be Filed) or allowed to be filed late by the Bankruptcy Court, (b) any Claim or Interest that has been or is hereafter listed in the Schedules as not disputed, not contingent, and not unliquidated, and for which no Proof of Claim has been timely Filed, or (c) any Claim allowed pursuant to the Plan, Bankruptcy Code, or order of the Bankruptcy Court; provided, however, that with respect to any Claim or Interest described in clauses (a) or (b) above, such Claim or Interest shall be considered allowed only if and to the extent that (v) with respect to any Unsecured Convenience Class Claim, no objection to allowance thereof has been interposed on or prior to the Confirmation Date, (w) such Claim is not otherwise disallowed pursuant to the Plan, (x) with respect to an Unsecured Retiree Convenience Class Claim, such Holder has agreed with the Debtors as to the amount of his or her Claim, (y) with respect to any Claim or Interest that is not an Unsecured Convenience Class Claim, no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, or (z) such an objection is so interposed and the Claim or Interest shall have been Allowed by a Final Order (but only if such allowance was not solely for the purpose of voting to accept or reject the Plan). Except as otherwise specified in the Plan or in a Final Order of the Bankruptcy Court, the amount of an Allowed Claim shall not include interest on such Claim from and after the Petition Date. For purposes of determining the amount of an "Allowed Claim" (other than a Claim of the United States of America or any Governmental Unit thereof), there shall be deducted therefrom an amount equal to the amount of any Claim which the Debtors may hold against the Holder thereof, to the extent such Claim may be offset by the Debtors pursuant to

applicable law. Any Claim or Interest (other than a Claim of the United States of America or any Governmental Unit thereof) that has been or is hereafter listed in the Schedules as disputed, contingent or unliquidated, and for which no Proof of Claim has been timely Filed, except to the extent such Claim or Interest otherwise complies with this definition, is not Allowed and shall be deemed disallowed for all purposes in these Chapter 11 Cases, without further action by the Debtors and without any further notice to or action, order, or approval of the Bankruptcy Court.

15. Allowed Class Claim: An Allowed Claim in the particular Class described.
16. Allowed Class Interest: An Allowed Interest in the particular Class described.
17. ALPA: Air Line Pilots Association, International.
18. ALPA Distribution: That certain distribution of shares of New UAL Common Stock distributed to ALPA-represented employees under the Plan on account of the \$3,042,574,581 distribution amount under the ALPA Restructuring Agreement and that certain Distribution Agreement attached thereto and as amended and modified.
19. ALPA Released Party: Each of: ALPA, the United Master Executive Council of ALPA, and each of their current or former (a) members, (b) officers, (c) committee members, (d) employees, (e) advisors, (f) attorneys, (g) accountants, (h) investment bankers, (i) consultants, (j) agents, and (k) other representatives with respect to any liability such person or entity may have in connection with or related to the Chapter 11 Cases, the formulation, preparation, negotiation, dissemination, implementation, administration, confirmation or consummation of any of the Plan, the Disclosure Statement, the ALPA Restructuring Agreement or any contract, employee benefit plan, instrument, release or other agreement or document created, modified, amended or entered into in connection with either the Plan or any agreement between United, UAL and ALPA, or any other act taken or omitted to be taken in connection with the Chapter 11 Cases.
20. ALPA Restructuring Agreement: That certain ALPA/UAL Restructuring Agreement effective as of May 1, 2003, including all attachments and exhibits thereto and any agreements in connection therewith, by and between UAL, United, and ALPA, as amended and modified by that certain Letter Agreement effective as of January 1, 2005, including all attachments and exhibits thereto and any agreements in connection therewith, which ALPA Restructuring Agreement is contained in the Plan Supplement as Exhibits 18 and 19 and incorporated herein by reference.
21. Ameniti Travel Clubs, Inc.: Ameniti Travel Clubs, Inc., a Delaware corporation, a debtor and debtor in possession in the Chapter 11 Cases, successor and successor in interest to Confetti, Inc.
22. AMFA: Aircraft Mechanics Fraternal Association.
23. AMFA Retiree Agreement: The agreement dated May 19, 2005 which the Bankruptcy Court approved on June 14, 2005 [Docket No. 7078] between the Debtors and the Authorized Representative of Individuals Who Retired from a Classification that is Currently

Covered by the Mechanics' Agreement and Who Retired from the Service of United Air Lines, Inc. before July 1, 2003.

24. AMFA Distribution: That certain distribution of shares of New UAL Common Stock distributed to AMFA-represented employees under the Plan on account of the \$1,023,528,299 distribution amount under the AMFA Restructuring Agreement and that certain Distribution Agreement attached thereto.

25. AMFA Restructuring Agreement: That certain letter of agreement between United and AMFA effective as of May 15, 2005, including all attachments and exhibits thereto and any agreements in connection therewith, which AMFA Restructuring Agreement is contained in the Plan Supplement as Exhibit 20 and incorporated herein by reference.

26. Ballot or Ballots: The ballots upon which Holders of Impaired Claims or Impaired Interests entitled to vote shall (i) cast their vote to accept or reject the Plan, or (ii) if no vote is cast, to accept or reject the release provisions in ARTICLE X of the Plan.

27. Bankruptcy Code: Title 11 of the United States Code and applicable portions of Titles 18 and 28 of the United States Code, as amended from time to time.

28. Bankruptcy Court: The United States Bankruptcy Court for the Northern District of Illinois, or any other court having jurisdiction over the Chapter 11 Cases.

29. Bankruptcy Rules: The Federal Rules of Bankruptcy Procedure, as amended from time to time, as applicable to the Chapter 11 Cases, promulgated pursuant to 28 U.S.C. § 2075 and the General, Local and Chambers Rules and Orders of the Bankruptcy Court.

30. Bar Date: As applicable, the Canadian Bar Date, the Government Bar Date, or May 12, 2003, except as otherwise provided by Bankruptcy Court order.

31. Beneficial Holder: The Person or Entity holding the beneficial interest in a Claim or Interest.

32. BizJet Charter: BizJet Charter, Inc., a Delaware corporation, a debtor and debtor in possession in the Chapter 11 Cases.

33. BizJet Fractional: BizJet Fractional, Inc., a Delaware corporation, a debtor and debtor in possession in the Chapter 11 Cases.

34. BizJet Services: BizJet Services, Inc. a Delaware corporation, a debtor and debtor in possession in the Chapter 11 Cases.

35. Business Day: Any day, other than a Saturday, Sunday or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

36. Canadian Bar Date: June 23, 2003, unless otherwise provided by court order.

37. Case Management Procedures: The third amended notice, case management, and administrative procedures approved by the Bankruptcy Court for the Chapter 11 Cases by order dated October 15, 2004, or such other notice, case management, and administrative procedures as may be approved by the Bankruptcy Court, as amended from time to time.

38. Cash: Cash and cash equivalents.

39. Cause of Action: Any and all claims, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, and franchises of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, whether arising before, on or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. Without limiting the generality of the foregoing, when referring to Causes of Action of the Debtors or their Estates, "Causes of Action" shall include, but not be limited to (a) all rights of setoff, counterclaim or recoupment and Claims on contracts or for breaches of duties imposed by law; (b) the right to object to Claims or Interests; (c) claims pursuant to Sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code; and (d) such claims and defenses as fraud, mistake, duress, and usury and any other defenses set forth in Section 558 of the Bankruptcy Code.

40. Certificate: Any instrument evidencing a Claim.

41. Chapter 11 Cases: The Chapter 11 bankruptcy cases filed by the Debtors on the Petition Date in the Bankruptcy Court, with case numbers 02-48191 through 02-48218.

42. Chicago Municipal Bonds: Collectively the: (a) Series 1999A Bonds; (b) Series 1999B Bonds; (c) Series 2000A Bonds; (d) Series 2001A-1 Bonds; (e) Series 2001A-2 Bonds; (f) Series 2001B Bonds; and (g) Series 2001C Bonds.

43. Chicago Municipal Bond Adversary Proceeding: The adversary proceeding filed by the Debtors and docketed in the Bankruptcy Court as Adversary Proceeding No. 03-A-03927 (ERW).

44. Chicago Municipal Bond Agreements: Any and all agreements executed and delivered in connection with the issuance of the Chicago Municipal Bonds.

45. Chicago Municipal Bond Released Party: Each of: Stark Investment LP, Shepherd Investments International, Ltd., Nuveen Dividend Advantage Municipal Fund 2, Nuveen Intermediate Duration Municipal Bond Fund, Nuveen Investment Quality Municipal Bond Fund, Nuveen Limited Term Municipal Bond Fund, Nuveen Municipal Advantage Fund, Inc., Nuveen Premium Income Municipal Fund, Nuveen Select Quality Municipal Bond Fund, Nuveen Select Tax-Free Income Portfolio 1, Nuveen Select Tax-Free Income Portfolio 2, and Nuveen Select Tax-Free Income Portfolio 3, Vanguard High-Yield Tax-Exempt Fund, Vanguard Intermediate-Term Tax-Exempt Fund, BNY Midwest Trust Company ("BNY"), as Trustee for the Series 1999A Bonds, BNY, as Trustee for the Series 1999B Bonds, U.S. Bank National Association, as Trustee for the Series 2000A Bonds, SunTrust Bank, as Trustee for the 2001A-1 Bonds, HSBC

Bank USA ("HSBC"), as Trustee for the Series 2001A-2 Bonds, HSBC, as Trustee for the Series 2001B Bonds, and HSBC, as Trustee for the Series 2001C Bonds.

46. Chicago Municipal Bond Settlement Agreement: That certain Settlement Agreement dated as of December 17, 2004, and attached to the Chicago Municipal Bond Settlement Order, by and between United, the "Designated Holders" (as defined therein), and the "Trustees" (as defined therein).

47. Chicago Municipal Bond Settlement Order: That certain Order entered on February 15, 2005, by the Bankruptcy Court, which Order is contained in the Plan Supplement as Exhibit 15 and incorporated herein by reference.

48. Claim: A (a) right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (b) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

49. Claim Conveyance: That certain meaning set forth on Page 34, Paragraph N of that certain Term Sheet dated August 5, 2005, by and between United and U.S. Bank. National Association, as successor to or agent for State Street Bank and Trust Company of Connecticut, NA or State Street Bank and Trust Company, as indenture trustee for 1991 Class A PTC in connection with the September 27, 2005 Order Approving Settlement and Term Sheet with Trustees and Controlling Holders For Public Debt Aircraft [Docket No. 12927] ("United shall direct the PBGC to assign, for the benefit of the Securityholders and the other securityholders in the Pre-1997 Public Debt Group transactions, \$.50 of each dollar of value derived from 45% of the PBGC's unfunded benefit liability claim in an aggregate amount up to, but in no event to exceed, \$100 million...").

50. Claims Agent: Poorman-Douglas Corporation, located at 10300 SW Allen Boulevard, Beaverton, Oregon 87005, (877) 752-5527, retained as the Debtors' claims agent by order dated December 30, 2002, entitled "Order Authorizing the Retention of Poorman-Douglas Corporation as Notice Agent and Claims Agent under 28 U.S.C. § 156(c) for the Debtors."

51. Class: A category of Holders of Claims or Interests as set forth in ARTICLE III of the Plan.

52. Class IAM Junior Preferred Stock: Interest evidenced by preferred stock to be issued pursuant to ARTICLE VI.L.2 of the Plan.

53. Class Pilot MEC Junior Preferred Stock: Interest evidenced by preferred stock to be issued pursuant to ARTICLE VI.L.2 of the Plan.

54. Collective Bargaining Agreement: Any collective bargaining agreement, including the Section 1113 Restructuring Agreements, to which the Debtors and the Unions, individually or collectively, are party.

55. Confirmation: The entry of the Confirmation Order, subject to all conditions specified in ARTICLE XII of the Plan having been satisfied or waived pursuant to ARTICLE XII of the Plan.

56. Confirmation Date: The date upon which the Confirmation Order is entered by the Bankruptcy Court on its docket, within the meaning of Bankruptcy Rules 5003 and 9021.

57. Confirmation Hearing: The hearing at which the Confirmation Order is considered by the Bankruptcy Court.

58. Confirmation Order: The order of the Bankruptcy Court confirming the Plan pursuant to Section 1129 of the Bankruptcy Code.

59. Confirmed: With respect to the Plan, having had a Confirmation Order entered with respect thereto.

60. Consummation: The occurrence of the Effective Date.

61. Creditor: Any Holder of a Claim.

62. Creditors' Committee: The Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases.

63. Cure: The distribution in the ordinary course of business following the Effective Date of Cash, or such other property as may be agreed upon by the parties or ordered by the Bankruptcy Court, in an amount equal to all unpaid monetary obligations, without interest, or such lesser amount as may be agreed upon by the parties, under an executory contract or unexpired lease assumed pursuant to Section 365 of the Bankruptcy Code, to the extent such obligations are enforceable under the Bankruptcy Code and applicable non-bankruptcy law; provided, however, with respect to the Debtors' agreements with the City of Chicago, the Debtors agree to cure any defaults under the agreements, including, but not limited to, any non-monetary obligations (other than non-curable, non-monetary obligations which the Debtors would be excused from performing under Section 365 of the Bankruptcy Code) identified by the City of Chicago on or before thirty (30) days after the effective date of the Debtors' assumption of such agreements; provided further, however, the Debtors' cure obligations shall not include payment or performance of any of the Debtors' obligations, if any, under the special facility revenue bonds related to O'Hare.

64. Cure Bar Date: The deadline for filing proofs or requests for payment of a Cure shall be thirty (30) days after the Effective Date, unless otherwise ordered by the Bankruptcy Court; provided, however, that the Cure Bar Date with respect to any Municipal Bond Lease shall be thirty (30) days after a conditional assumption becoming final pursuant to ARTICLE VII.E.2 or ARTICLE VII.E.3.

65. Cybergold: Cybergold, Inc., a Delaware corporation, a debtor and debtor in possession in the Chapter 11 Cases.

66. Debtor: As the context requires, any of the Debtors.

67. Debtors: Air Wisconsin, Inc., Air Wis Services, Inc., Ameniti Travel Clubs, Inc., BizJet Charter, Inc., BizJet Fractional, Inc., BizJet Services, Inc., Cybergold, Inc., Domicile Management Services, Inc., Four Star Leasing, Inc., itarget.com, inc., Kion Leasing, Inc., Mileage Plus Holdings, Inc., Milage Plus, Inc., Mileage Plus Marketing, Inc., MyPoints.com, Inc., MyPoints Offline Services, Inc., Premier Meeting and Travel Services, Inc., UAL Benefits Management, Inc., UAL Company Services, Inc., UAL Corporation, UAL Loyalty Services, LLC, United Air Lines, Inc., United Aviation Fuels Corporation, United BizJet Holdings, Inc., United Cogen, Inc., United GHS, Inc., United Vacations, Inc., and United Worldwide Corporation. To the extent the context requires any reference to the Debtors after the Effective Date, Debtors shall mean the Reorganized Debtors.

68. Debtors in Possession: The Debtors, as debtors in possession in the Chapter 11 Cases.

69. Deemed: For any particular Claim, (a) the scheduled amount of the Claim, unless a Proof of Claim was Filed, in which case the Proof of Claim amount supersedes the scheduled amount, (b) the amount asserted in Filed Proofs of Claim for which there are no corresponding scheduled amounts, or (c) the amount agreed to by the Debtors. In all events, if the amount of a Claim is determined or estimated for all purposes by Final Order or stipulation, then that amount shall be the Deemed amount for that Claim.

70. Denver Municipal Bond Adversary Proceeding: That certain Municipal Bond Adversary Proceeding with Case No. 03-A-00978.

71. DIP Facility: That certain debtor in possession facility in the form of revolving and term loans provided by a group led by JPMorgan Chase Bank, Citicorp USA, Inc., Bank One, NA and the CIT Group/Business Credit, Inc. and approved by the Bankruptcy Court pursuant to that certain Final Order entered on December 30, 2002 [Docket No. 581], as each may be amended, restated, modified, extended, or refinanced from time to time.

72. DIP Facility Agent: The agent or co-agents under the DIP Facility.

73. DIP Facility Claims: A Claim arising in connection with the DIP Facility.

74. DIP Lender: Any lender under the DIP Facility, including, without limitation, Bank One, NA, JP Morgan Chase Bank, Citicorp USA, Inc., and the CIT Group/Business Credit, Inc.

75. Director Equity Incentive Plan: A post-Effective Date director equity incentive plan on terms substantially as set forth in Exhibit 33 of the Plan Supplement, as such plan may be modified or supplemented from time to time after the Effective Date by the board of directors of Reorganized UAL, intended for the directors of certain of the Reorganized Debtors.

76. Disclosure Statement: The Disclosure Statement for the Plan of Reorganization of the Debtors pursuant to Chapter 11 of the Bankruptcy Code, as amended, supplemented, or modified from time to time, describing the Plan, that is prepared and distributed in accordance

with Sections 1125, 1126(b), and/or 1145 of the Bankruptcy Code and Bankruptcy Rule 3018 and/or other applicable law.

77. Disputed: With respect to any Claim or Interest, any Claim or Interest that is not Allowed.

78. Distribution Agent: The Reorganized Debtors, or the Entity or Entities chosen by the Reorganized Debtors, in their sole and absolute discretion, to make or to facilitate distributions required by the Plan.

79. Distribution Agreement: Any "Distribution Agreement" entered into as part of a Section 1113 Restructuring Agreement, as amended or modified, which Distribution Agreement sets forth an Employee Distribution.

80. Distribution Date: The date occurring as soon as the Debtors or the Reorganized Debtors determine to be reasonable and practicable after the Effective Date, upon which distributions to Holders of Allowed Claims entitled to receive distributions under the Plan shall commence; provided, however, that if the Distribution Date has not occurred within 60 days of the Effective Date, the Debtors shall provide written notice to the Plan Oversight Committee.

81. Distribution Record Date: The date for determining which Holders of Claims and Interests, except Holders of Certificates, are eligible to receive distributions pursuant to the Plan, which shall be the Confirmation Date or such other date as designated in the Plan or any order of the Bankruptcy Court. On the Distribution Record Date at the close of business for the relevant register, all registers maintained by the Debtors, Claims Agent, Distribution Agent, indenture trustees, mortgagees, other Servicers and each of the foregoing's respective agents, successors and assigns with respect to Claims and Interests (the "Registers") shall be deemed closed for purposes of determining whether a Holder of a Claim or Interest is a record holder entitled to distributions under the Plan. The Debtors, Reorganized Debtors, Claims Agent, Distribution Agent, indenture trustees, mortgagees, other Servicers and all of their respective agents, successors and assigns shall have no obligation to recognize, for purposes of distributions pursuant to or in any way arising from the Plan, any Claim transferred after the Distribution Record Date. Instead, they all shall be entitled to recognize and deal for distribution purposes with only those record holders set forth in the Registers as of the Distribution Record Date irrespective of the number of distributions to be made under the Plan or the date of such distributions. If a Claim, other than one based on a publicly traded note, bond, or debenture, as set forth in Bankruptcy Rule 3001(e), is transferred twenty (20) or fewer days before the Distribution Record Date, the Distribution Agent shall make distributions to the transferee only if the transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

82. DMS: Domicile Management Services, Inc., a Delaware corporation, a debtor and debtor in possession in the Chapter 11 Cases.

83. Effective Date: The date to be reasonably and practicably selected by the Debtors which is any Business Day after the Confirmation Date on which: (a) no stay of the Confirmation Order is in effect, and (b) all conditions specified in ARTICLE XII of the Plan have been

(i) satisfied or (ii) waived pursuant to ARTICLE XII.C of the Plan; provided, however, that if the Effective Date has not occurred within 60 days of the Confirmation Date, the Debtors shall provide written notice to the Plan Oversight Committee.

84. Employee Distribution: Any AFA Distribution, ALPA Distribution, AMFA Distribution, IAM 141 Distribution, PAFCA Distribution, TWU Distribution, or SAM Distribution less any withholding required under the Internal Revenue Code or applicable law; provided, however, that nothing contained herein shall constitute an admission by the Debtors that any employee would be entitled to a distribution or a Claim under the Bankruptcy Code in the absence of entry into and execution of the Section 1113 Restructuring Agreements.

85. Employment Agreement: An agreement (other than a Collective Bargaining Agreement) between any of the Debtors and any directors, officers, and employees of any of the Debtors for such Person to serve in such capacity at any time; provided, however, that the assumption by the Debtors or the Reorganized Debtors or the agreement of the Debtors or the Reorganized Debtors to honor and/or affirm any Employment Agreement will not (a) entitle any Person to any benefit or alleged entitlement under any policy, program, or plan that has expired or been terminated before the Effective Date, or (b) restore, reinstate, or revive any such benefit or alleged entitlement under any such policy, program, or plan.

86. Entity: A Person, estate, trust, Governmental Unit and United States trustee.

87. ESOP Committee Member: Any current or former member of the UAL Corporation Employee Stock Ownership Plan Committee.

88. Estate or Estates: The bankruptcy estate of each of the Debtors created by virtue of Section 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Cases.

89. Exculpated Claim: Any Claim related to any act or omission in connection with, relating to, or arising out of the Debtors' restructuring, the Debtors' Chapter 11 Cases, formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement and Plan or any contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement or Plan, the filing the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the Consummation of the Plan, the administration of the Plan, or the property to be distributed pursuant to the Plan.

90. Exculpated Party: Each of: (a) the Debtors, the Reorganized Debtors, and each of their subsidiaries; (b) the DIP Facility Agents and the DIP Lenders in their capacities as such; (c) the Creditors' Committee and the Professionals of the Creditors' Committee in their capacities as such; (d) any statutory committee, the members thereof, and the Professionals to such committees approved in the Chapter 11 Cases in their capacities as such; (e) Servicers to the extent they provide contractually-required services in connection with the solicitation of votes for and distributions under the Plan; (f) any financial institution providing backstop financing in connection with the Rights Offering (if any and solely in its capacity as such); (g) the New Credit Facility Agents and the New Credit Facility Lenders in their capacities as such; (h) with respect to each of the above Entities, such Entities' successors and assigns; (i) with respect to each of the above Entities, such Entities' subsidiaries, affiliates, officers, directors, principals,

employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case in their capacity as such and only if serving in such capacity; (j) the members of the Creditors' Committee and such member's professionals to the extent providing services in connection with Committee work, but not in connection with such member's proprietary interests (solely in their capacities as such); (k) ESOP Committee members in their capacities as such; (l) the ALPA Released Parties; (m) the PAFCA Released Parties; (n) the TWU Released Parties; (o) the AFA Released Parties; (p) the IAM 141 Released Parties; and (q) the MB Exculpated Parties.

91. FAA: Federal Aviation Administration.

92. File or Filed: To file or have been filed with the Bankruptcy Court in the Chapter 11 Cases.

93. Final Decree: The decree contemplated under Bankruptcy Rule 3022.

94. Final Order: An order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the subject matter, which has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought.

95. Foreign Agreements: Any and all executory contracts and/or unexpired leases with a counter-party for which the Debtors were authorized to pay their pre-petition debts in the ordinary course of business and did pay such pre-petition obligations pursuant to the Order Pursuant to Sections 105 and 363 of the Bankruptcy Code Authorizing Debtors to Pay or Honor Pre-petition Obligations to Foreign Vendors, Service Providers and Governments in the Ordinary Course of Business.

96. Four Star: Four Star Leasing, Inc., a Delaware corporation, a debtor and debtor in possession in the Chapter 11 Cases.

97. GE Entities: PK AirFinance US, Inc. (formerly known as PK Air US, Inc.), General Electrical Capital Corporation, and their respective subsidiaries.

98. GE Master MOU: Means the Memorandum of Understanding among United and the GE Entities, dated May 9, 2003, as approved by the Bankruptcy Court by order entered on May 27, 2003, as such agreement has been or may be amended or supplemented from time to time, and all agreements and documents executed in connection therewith.

99. Governmental Unit: The United States; State; Commonwealth; District; Territory; municipality; department, agency or instrumentality of the United States (but not a United States trustee while serving as a trustee in a case under Title 11), a State, a Commonwealth, a District, a Territory, a municipality, or a foreign state; or other foreign or domestic government.

100. Government Bar Date: June 9, 2003; provided, however, that the bar date for the Canadian government is the Canadian Bar Date.

101. Holder: A Person or Entity holding a Claim or Interest.

102. IAM 141: International Association of Machinists and Aerospace Workers—District 141.

103. IAM 141 Distribution: That certain distribution of shares of New UAL Common Stock distributed to IAM 141-represented employees under the Plan on account of the \$1,427,224,664 distribution amount under the IAM 141 Restructuring Agreement and that certain Distribution Agreement attached thereto.

104. IAM 141 Released Party: Each of: IAM 141, the International Association of Machinists and Aerospace Workers, AFL-CIO, and each of their current or former (a) members, (b) officers, (c) committee members, (d) employees, (e) advisors, (f) attorneys, (g) accountants, (h) investment bankers, (i) consultants, (j) agents, and (k) other representatives with respect to any liability such person or entity may have in connection with or related to the Chapter 11 Cases, the formulation, preparation, negotiation, dissemination, implementation, administration, confirmation or consummation of any of the Plan, the Disclosure Statement, the IAM 141 Restructuring Agreement or any contract, employee benefit plan, instrument, release or other agreement or document created, modified, amended or entered into in connection with either the Plan or any agreement between United, UAL and IAM 141, or any other act taken or omitted to be taken in connection with the Chapter 11 Cases.

105. IAM 141 Restructuring Agreement: That certain IAM 141/United Restructuring Agreement effective as of May 1, 2003, including all attachments and exhibits thereto and any agreements in connection therewith, by and between UAL, United, and IAM 141, as amended and modified by that certain letter of agreement effective as of July 1, 2005, including all attachments and exhibits thereto and any agreements in connection therewith, which IAM 141 Restructuring Agreement is contained in the Plan Supplement as Exhibits 21 and 22 and incorporated herein by reference.

106. Impaired: With respect to any Class of Claims or Interests, a Claim or Interest that is impaired within the meaning of Section 1124 of the Bankruptcy Code.

107. Impaired Claim or Interest: A Claim or Interest classified in an Impaired Class; provided, however, that any Unsecured Claim on account of grievances or workers' compensation will be treated in accordance with ARTICLE VI.S and ARTICLE VII.F of the Plan, as applicable, and will therefore be Unimpaired and not be entitled to vote to accept or reject the Plan.

108. Indemnification Obligation: Obligations of the Debtors to indemnify directors, officers, and employees of any of the Debtors who served in such capacity at any time, with respect to or based upon any act or omission taken or omitted in any of such capacities, or for or on behalf of any Debtor, pursuant to and to the maximum extent provided by the Debtors'

respective articles of incorporation, certificates of formation, corporate charters, bylaws, similar corporate documents, and applicable law as in effect as of the Effective Date.

109. Indenture: A mortgage, deed of trust, or indenture, under which there is outstanding a security, other than a voting-trust certificate, constituting a Claim against any of the Debtors, a Claim secured by a Lien on any of the Debtors' property, or an equity security of any of the Debtors.

110. Intercompany Claim: A Claim by a Debtor against another Debtor or a Claim by an Affiliate of the Debtors against a Debtor.

111. Intercompany Contract: A contract solely between two or more Debtors or a contract solely between one or more wholly-owned Affiliates of the Debtors and one or more Debtors.

112. Intercompany Interest: An Interest in a Debtor held by another Debtor or an Interest in a Debtor held by an Affiliate of the Debtors.

113. Interest: Any equity security or interest of or in any Debtor within the meaning of Section 101(16) of the Bankruptcy Code including, without limitation, all issued, unissued, authorized or outstanding shares of stock or other equity security together with any warrants, options or contractual rights to purchase or acquire such equity interests at any time and all rights arising with respect thereto.

114. Interim Compensation Order: The order, entitled "Order Pursuant to Sections 105(a) and 331 of the Bankruptcy Code Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals and Committee Members," entered by the Bankruptcy Court on December 11, 2002 [Docket No. 246], allowing Estate and Creditors' Committee Professionals to seek interim compensation in accordance with the compensation procedures approved therein as may have been modified by the Final Orders approving the retention of the Professionals.

115. Interline & Alliance Related Agreement: Any one or more of any of the following agreements with one or more other airlines, including, without limitation, any agreement that is directly related to, and facilitative or supportive of, such agreement. Such agreements shall include, without limitation: (a) any airline interline passenger traffic and baggage acceptance agreement, or any other agreement whose primary purpose is to establish the terms of passenger ticketing and baggage acceptance between or among airlines governed by IATA Resolution 780, as amended by the 25th Passenger Services Conference; (b) any agreement, including, without limitation, a special prorate agreement, whose primary purpose is to establish specifically negotiated settlement amounts for tickets covering travel between or among two or more airlines; (c) any travel industry travel agreement, such as an employee discount travel agreement, whose primary purpose is to establish reduced rate travel for employees and/or retirees of the respective airlines; (d) any agreement whose primary purpose is to establish the terms of cargo acceptance between or among two or more airlines; (e) any airline code-share agreement, or any other agreement whose primary purpose is to permit the display and holding out of the common airline code of one or more airlines on flights operated by another airline; (f) any airline frequent flier

agreement, or any other agreement whose primary purpose is to provide the terms for airline passengers earning, transferring, redeeming and using frequent flier miles on air transportation provided by the Debtors or one or more other airlines; provided, however, that assumption of such frequent flier agreement shall not alter the terms and conditions of United's frequent flyer program and United's ability to cancel such program at any time; (g) any airline block seat agreement, or any other agreement whose primary purpose is to provide the terms for block seats of air transportation to be provided by the Debtors, or to be sold by or on behalf of the Debtors for air transportation to be provided by any one or more other airlines; (h) any STAR Alliance agreement, or any other agreement whose primary purpose is, under the marketing brand name of "Star Alliance," to jointly market and/or facilitate or coordinate the marketing of, (i) airline flights, including, without limitation, any agreement with any one or more other airlines that establish or document rights and obligations relating to matters for which Debtors have antitrust immunity, or (ii) other goods and/or services, in each case to frequent fliers or other passengers; (i) any joint marketing agreement, or any other agreement whose primary purpose is to jointly market, and/or facilitate or coordinate the marketing of, airline flights and/or other goods and/or services to frequent fliers or other passengers; and (j) any airline revenue and/or profit sharing agreement, or any other agreement between or among two or more airlines in connection with operation of any one or more particular routes or city-pairs or common airport or other facilities; provided, however, that specifically excluded from the definition of "Interline & Alliance Related Agreement" is any United Express Agreement with any other airline, and any agreement with any other airline that relates to such other airline providing passenger air transportation services to the public under the "United Express" name.

116. Internal Revenue Code: The Internal Revenue Code of 1986, as amended.

117. itarget: itarget.com, inc., a California corporation, a debtor and debtor in possession in the Chapter 11 Cases.

118. JFK Municipal Bond Adversary Proceeding: That certain adversary proceeding with Case No. 03-A-00976.

119. Kion Leasing: Kion Leasing, Inc., a Delaware corporation, a debtor and debtor in possession in the Chapter 11 Cases.

120. LAX Municipal Bond Adversary Proceeding: That certain Municipal Bond Adversary Proceeding with Case No. 03-A-00977.

121. Lien: A charge against or interest in property to secure payment of a debt or performance of an obligation.

122. Management Equity Incentive Plan: A post-Effective Date management equity incentive plan on terms substantially as set forth in Exhibit 32 of the Plan Supplement, as such plan may be modified or supplemented from time to time after the Effective Date by the board of directors of Reorganized UAL, intended for certain management employees of certain of the Reorganized Debtors.

123. Master Ballots: The master ballots upon which the applicable holder of record shall in accordance with the Voting Instructions on behalf of the Beneficial Holders it represents (i) submit the votes cast by Beneficial Holders to accept or reject the Plan or if votes are not cast, to accept or reject the release provisions in ARTICLE X of the Plan, and (ii) for the Chicago Municipal Bond Beneficial Holders only, submit any treatment election.

124. MB Exculpated Parties: The MB Indenture Trustees and each of their current or former officers, employees, advisors, attorneys, accountants, investment bankers, consultants, agents, experts, and other representatives with respect to any liability such person or entity may have in connection with or related to the Chapter 11 Cases, the formulation, preparation, negotiation, dissemination, implementation, administration, confirmation or consummation of any of the Plan, the Disclosure Statement, or any contract, instrument, release or other agreement or document created, modified, amended or entered into in connection with either the Plan or any agreement between or among United, UAL and each respective MB Indenture Trustee, or any other act taken or omitted to be taken in connection with the Chapter 11 Cases (including but not limited to acts taken or omitted to be taken related to litigation concerning the Municipal Bond Adversary Proceedings (including but not limited to any cure claim, perfection, or collateral valuation disputes arising therefrom), lease rejection, construction fund litigation, preference claims, and administrative and other claims); provided, however, that with respect to any exculpation or release of the MB Released Parties contained in Articles X.F and X.G of the Plan, nothing contained therein shall limit the claims, rights or defenses of any of the parties in the Municipal Bond Adversary Proceedings ((including any cure claim, perfection, or collateral valuation disputes arising therefrom) or in litigation concerning lease rejection, construction funds, preference claims, and administrative and other claims).

125. MB Indenture Trustees: Each of: (a) The Bank of New York, in its capacity as indenture trustee for the 10.25% Debentures due July 15, 2021, the 9.75% Debentures due August 15, 2021, the 9% Notes due December 15, 2003, the 9.125% Debentures due January 15, 2012, the 10.67% Series A Debentures due May 1, 2004, and the 11.21% Series B Debentures due May 1, 2014 (“BNY”); (b) BNY, in its capacity as indenture trustee for the New York City Industrial Development Agency Special Facility Revenue Bonds, Series 1997 (1997 United Air Lines, Inc. Project); (c) The Bank of New York Trust Company, N.A., in its capacity as indenture trustee for the California Statewide Communities Development Authority Special Facilities Lease Revenue Bonds, 2000 Series A (United Air Lines, Inc.-San Francisco International Airport Terminal Projects) (“BNY Trust”); (d) BNY Trust, in its capacity as indenture trustee for the \$220,705,000 Indianapolis Airport Authority 6 ½ % Special Facility Revenue Bonds, Series 1995 A (United Air Lines, Inc., Indianapolis Maintenance Center Project); (e) U.S. Bank National Association, in its capacity as indenture trustee for the Miami-Dade County Industrial Development Authority Special Facilities Revenue Bonds (United Air Lines, Inc. Project), Series 2000 in the original principal amount of \$32,365,000 (the “Miami Bonds”); the California Statewide Communities Development Authority Special Facilities Revenue Bonds, Series 2001 (United Air Lines, Inc. - Los Angeles International Airport Cargo Project) in the original principal amount of \$34,590,000 (the “2001 Cargo Bonds”); the Regional Airports Improvement Corporation Facilities Lease Refunding Revenue Bonds, Issue of 1992, United Air Lines, Inc. (Los Angeles International Airport) in the original principal amount of \$34,390,000 (the “1992 LAX Bonds”); and the Regional Airports Improvement Corporation

Adjustable-Rate Facilities Lease Refunding Revenue Bonds, Issue of 1984, United Air Lines, Inc. (Los Angeles International Airport) in the original principal amount of \$25,000,000 (the "1984 LAX Bonds") ("U.S. Bank"); and (f) HSBC Bank USA, National Association, in its capacity as indenture trustee and/or paying agent for the \$80,500,000 Massachusetts Port Authority Special Facilities Revenue Bonds (United Air Lines, Inc. Project), Series 1999A; \$190,240,000 California Statewide Communities Development Authority Special Facility Revenue Bonds, Series 1997 (United Air Lines, Inc. – Los Angeles International Airport Project); \$261,415,000 City and County of Denver, Colorado Special Facilities Airport Revenue Bonds, Series 1992-A (United Air Lines, Inc. Project); and \$154,845,000 California Statewide Communities Development Authority Special Facility Lease Revenue Bonds, 1997 Series A (United Air Lines, Inc. – San Francisco International Airport Project) ("HSBC"). The term MB Indenture Trustee shall also include any predecessor or successor to any of the above entities.

126. Mileage Plus Holdings: Mileage Plus Holdings, Inc., a Delaware corporation, a debtor and debtor in possession in the Chapter 11 Cases.

127. Mileage Plus, Inc.: Mileage Plus, Inc., a Delaware corporation, a debtor and debtor in possession in the Chapter 11 Cases.

128. Mileage Plus Marketing: Mileage Plus Marketing, Inc., a Delaware corporation, a debtor and debtor in possession in the Chapter 11 Cases.

129. Municipal Bond Adversary Proceeding: The Chicago Municipal Bond Adversary Proceeding, the SFO Municipal Bond Adversary Proceeding, the Denver Municipal Bond Adversary Proceeding, the LAX Municipal Bond Adversary Proceeding, and the JFK Municipal Bond Adversary Proceeding, or any of the other following adversary proceedings filed by any of the Debtors and docketed in the Bankruptcy Court, which are pending as of the Confirmation Date, and for which a Final Order has not been entered by the Bankruptcy Court resolving the Municipal Bond Adversary Proceeding and all appeals thereof.

130. Municipal Bond Defendant: Any defendant in a Municipal Bond Adversary Proceeding.

131. Municipal Bond Lease: Any lease or purported lease at issue in a Municipal Bond Adversary Proceeding.

132. Municipal Bond Lessor: Any Municipal Bond Defendant that is a purported lessor under a Municipal Bond Lease.

133. MyPoints.com: MyPoints.com, Inc., a Delaware corporation, a debtor and debtor in possession in the Chapter 11 Cases.

134. MyPoints Offline: MyPoints Offline Services, Inc., a Massachusetts corporation, a debtor and debtor in possession in the Chapter 11 Cases.

135. New Credit Facility: That certain credit facility described in ARTICLE VI.I.

136. New Credit Facility Agents: Those certain administrative and collateral agents for the New Credit Facility Lenders, as described in the New Credit Facility Documents.

137. New Credit Facility Agreement: The credit agreement with respect to the New Credit Facility.

138. New Credit Facility Documents: The New Credit Facility Agreement including all attachments and exhibits thereto and any agreements in connection therewith, by and between the Debtors and certain Affiliates, the New Credit Facility Lenders and the New Credit Facility Agents.

139. New Credit Facility Lenders: The lenders under the New Credit Facility Documents.

140. New UAL Common Stock: 1,000,000,000 shares of common stock in UAL, par value \$.01 per share, to be authorized pursuant to the Reorganized UAL Charter, of which up to 125,000,000 shares shall be initially issued pursuant to the Plan.

141. New UAL Contingent Senior Notes: Those certain \$500,000,000 principal amount 8% Contingent Senior Subordinated Notes which may be issued by Reorganized UAL to PBGC pursuant to, and in accordance with, the PBGC Settlement Agreement. The New UAL Contingent Senior Notes may be issued in up to eight (8) tranches of \$62,500,000 each, in denominations of \$1,000.

142. New UAL Convertible Employee Notes: Those certain convertible notes due 2021 issued by Reorganized UAL in connection with the Debtors' 2005 labor cost savings initiatives as follows: (a) \$550,000,000 to a trust or other entity designated by ALPA; (b) \$24,000 to a trust or other entity designated by TWU; (c) \$400,000 to a trust or other entity designated by PAFCA; (d) \$40,000,000 to a trust or other entity designated by AMFA; (e) \$60,000,000 to a trust or other entity designated by IAM; (f) \$56,000,000 to a trust or other entity for the benefit of SAM employees or such other notes issued in connection therewith as agreed to by the relevant parties; and (g) \$20 million to a trust or other entity designated by the AFA pursuant to the parties' January 17, 2006 agreement if ratified.

143. New UAL Convertible Preferred Stock: Those certain 5,000,000 shares, par value \$100 per share, of 2% Convertible Preferred Stock issued by Reorganized UAL to PBGC pursuant to, and in accordance with the PBGC Settlement Agreement, as modified by the parties, including removing the provision restricting transferability during the two-year period after issuance.

144. New UAL Debt Securities: collectively, (a) the New UAL Contingent Senior Notes, (b) the New UAL Convertible Employee Notes, (c) the New UAL ORD Settlement Bonds, and (d) the New UAL Senior Notes.

145. New UAL Equity Securities: collectively, (a) the New UAL Common Stock, (b) the New UAL Convertible Preferred Stock, (c) the Class IAM Junior Preferred Stock, (d) the Class Pilot MEC Junior Preferred Stock, and (e) any other rights, if any, set forth in the Plan.

146. New UAL ORD Settlement Bonds: \$149,646,114 par value (structured to trade at par) convertible notes due 2021 issued by Reorganized UAL pursuant to the Chicago Municipal Bond Settlement Order and Chicago Municipal Bond Settlement Agreement.

147. New UAL PBGC Securities: collectively, (a) the New UAL Senior Notes, (b) the New UAL Contingent Senior Notes, and (c) the New UAL Convertible Preferred Stock.

148. New UAL Plan Securities: collectively, (a) New UAL Debt Securities, and (b) the New UAL Equity Securities.

149. New UAL Senior Notes: Those certain \$500,000,000 principal amount 6% Senior Notes issued by Reorganized UAL to PBGC pursuant to, and in accordance with, the PBGC Settlement Agreement. The New UAL Senior Notes shall be issued in denominations of \$1,000.

150. New UAL Stock Reserve: That portion of the Unsecured Distribution of New UAL Common Stock held in reserve, as of the Effective Date.

151. Notice of Confirmation: That certain notice provided to Holders of Claims or Interests and of the parties in interest pursuant to Bankruptcy Rule 3020(c)(2) notifying such parties that the Bankruptcy Court has confirmed the Plan.

152. Old Class 1 Preferred Interest: All Interests evidenced by Old Class 1 Preferred Stock.

153. Old Class 1 Preferred Stock: All of the issued and outstanding shares of Class 1 ESOP Convertible Preferred Stock of UAL, with a par value of \$0.01 per share, as of immediately prior to the Effective Date.

154. Old Class 2 Preferred Interest: All Interests evidenced by Old Class 2 Preferred Stock.

155. Old Class 2 Preferred Stock: All of the issued and outstanding shares of Class 2 ESOP Convertible Preferred Stock of UAL, with a par value of \$0.01 per share, as of immediately prior to the Effective Date.

156. Old Class I Junior Preferred Interest: All Interests evidenced by Old Class I Junior Preferred Stock.

157. Old Class I Junior Preferred Stock: All of the issued and outstanding shares of Class I Junior Preferred Stock of UAL, with a par value of \$0.01 per share, as of immediately prior to the Effective Date.

158. Old Class IAM Preferred Interest: All Interests evidenced by Old Class IAM Preferred Stock.

159. Old Class IAM Preferred Stock: All of the issued and outstanding shares of Class IAM Junior Preferred Stock of UAL, with a par value of \$0.01 per share, as of immediately prior to the Effective Date.

160. Old Class M Preferred Interest: All Interests evidenced by Old Class M Preferred Stock.

161. Old Class M Preferred Stock: All of the issued and outstanding shares of Class M ESOP Voting Junior Preferred Stock of UAL, with a par value of \$0.01 per share, as of immediately prior to the Effective Date.

162. Old Class P Preferred Interest: All Interests evidenced by Old Class P Preferred Stock.

163. Old Class P Preferred Stock: All of the issued and outstanding shares of Class P ESOP Voting Junior Preferred Stock of UAL, with a par value of \$0.01 per share, as of immediately prior to the Effective Date.

164. Old Class Pilot Preferred Interest: All Interests evidenced by Old Class Pilot Preferred Stock.

165. Old Class Pilot Preferred Stock: All of the issued and outstanding shares of Class Pilot MEC Preferred Stock of UAL, with a par value of \$0.01 per share, as of immediately prior to the Effective Date.

166. Old Class S Preferred Interest: All Interests evidenced by Old Class S Preferred Stock.

167. Old Class S Preferred Stock: All of the issued and outstanding shares of Class S ESOP Voting Junior Preferred Stock of UAL, with a par value of \$0.01 per share, as of immediately prior to the Effective Date.

168. Old Class SAM Preferred Interest: All Interests evidenced by Old Class SAM Preferred Stock.

169. Old Class SAM Preferred Stock: All of the issued and outstanding shares of Class SAM Junior Preferred Stock of UAL, with a par value of \$0.01 per share, as of immediately prior to the Effective Date.

170. Old Series B Preferred Interest: All Interests evidenced by Old Series B Preferred Stock.

171. Old Series B Preferred Stock: All of the issued and outstanding shares of 12.25% Series B Preferred Stock of UAL, with a stated value of \$0.01 per share, as of immediately prior to the Effective Date.

172. Old UAL Common Stock: All of the issued and outstanding shares of common stock of UAL, with a par value of \$0.01 per share, as of immediately prior to the Effective Date.

173. Old UAL Preferred Stock: Collectively the: (a) Old Class 1 Preferred Stock; (b) Old Class 2 Preferred Stock; (c) Old Class I Junior Preferred Stock; (d) Old Class IAM Preferred Stock; (e) Old Class M Preferred Stock; (f) Old Class P Preferred Stock; (g) Old Class

Pilot Preferred Stock; (h) Old Class S Preferred Stock; (i) Old Class SAM Preferred Stock; and (j) Old Series B Preferred Stock.

174. Old United Common Stock: All of the issued and outstanding shares of common stock of United, with par value of \$0.01 per share, as of immediately prior to the Effective Date.

175. Other Priority Claim: Any and all Claims accorded priority in right of payment pursuant to Section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

176. Other Secured Claim: Any and all Secured Claims against the applicable Debtor, whether or not specifically described in the Plan, other than a Secured Aircraft Claim or a DIP Facility Claim.

177. Other Unsecured Claim: Any Unsecured Claim, that is not a/an: (a) Intercompany Claim; (b) Unsecured Convenience Class Claim; (c) Unsecured Retiree Convenience Class Claim; (d) Unsecured Retained Aircraft Claim; (e) Unsecured Rejected Aircraft Claim; (f) Unsecured PBGC Claim; (g) Unsecured Chicago Municipal Bond Claim, or (h) Public Debt Aircraft Claim.

178. PAFCA: Professional Airline Flight Control Association.

179. PAFCA Distribution: That certain distribution of shares of New UAL Common Stock distributed to PAFCA-represented employees under the Plan on account of the \$14,938,734 distribution amount under the PAFCA Restructuring Agreement and that certain Distribution Agreement attached thereto.

180. PAFCA Released Party: Each of: PAFCA, the Executive Board of PAFCA, and each of their current or former (a) members, (b) officers, (c) committee members, (d) employees, (e) advisors, (f) attorneys, (g) accountants, (h) investment bankers, (i) consultants, (j) agents, and (k) other representatives with respect to any liability such person or entity may have in connection with or related to the Chapter 11 Cases, the formulation, preparation, negotiation, dissemination, implementation, administration, confirmation or consummation of any of the Plan, the Disclosure Statement, the PAFCA Restructuring Agreement or any contract, employee benefit plan, instrument, release or other agreement or document created, modified, amended or entered into in connection with either the Plan or any agreement between United, UAL and PAFCA, or any other act taken or omitted to be taken in connection with the Chapter 11 Cases.

181. PAFCA Restructuring Agreement: That certain PAFCA/UAL Restructuring Agreement effective as of May 1, 2003, including all attachments and exhibits thereto and any agreements in connection therewith, by and between UAL, United, and PAFCA, as amended and modified by that certain Letter Agreement effective as of January 1, 2005, including all attachments and exhibits thereto and any agreements in connection therewith, which PAFCA Restructuring Agreement is contained in the Plan Supplement as Exhibits 23 and 24 and incorporated herein by reference.

182. PBGC: Pension Benefit Guaranty Corporation.

183. PBGC Settlement Agreement: That certain Settlement Agreement by and among UAL Corporation and all Direct and Indirect Subsidiaries and PBGC dated April 22, 2005, including all attachments and exhibits thereto and any agreements in connection therewith, as amended, supplemented, and approved by that certain Order Approving Debtors' Emergency Motion to Approve Agreement with PBGC dated May 11, 2005, (Docket No. [11229]) both of which are contained in the Plan Supplement as Exhibit 14 and incorporated herein by reference.

184. Person: Includes an individual, partnership and corporation, but does not include a Governmental Unit.

185. Periodic Distribution Date: (a) The Distribution Date, as to the first distribution made by the Reorganized Debtors, and (b) thereafter, (i) the first Business Day occurring ninety (90) days after the Distribution Date, and (ii) subsequently, the first Business Day occurring ninety (90) days after the immediately preceding Periodic Distribution Date.

186. Petition Date: December 9, 2002.

187. Pilot Non-Qualified Benefit Claim: An Unsecured Claim of a retired pilot for non-qualified benefits under Section 401(a) of the Internal Revenue Code arising out of termination of the United Airlines Pilot Defined Benefit Pension Plan.

188. Pilot Retiree Committee: The official committee of retired pilots appointed in the Chapter 11 Cases pursuant to Section 1114 of the Bankruptcy Code.

189. Plan: This Joint Plan of Reorganization pursuant to Chapter 11 of the Bankruptcy Code, together with the Plan Supplement, either in its present form or as it may be altered, amended, modified or supplemented from time to time in accordance with the terms of the Plan, the Bankruptcy Code, and the Bankruptcy Rules.

190. Plan Oversight Committee: That certain Plan Oversight Committee established pursuant to ARTICLE XV.D.2 of the Plan.

191. Plan Supplement: The compilation of documents and form of documents, schedules, and exhibits to be Filed prior to the hearing on the Disclosure Statement, as modified or supplemented prior to the Confirmation Hearing in accordance with ARTICLE XIII of the Plan.

192. Plan Supplement Filing Date: The last date on which the Plan Supplement shall be filed with the Bankruptcy Court, which date shall be at least fourteen (14) days prior to the Voting Deadline or such later date as may be approved by the Bankruptcy Court without further notice to parties-in-interest; provided, however, that the Debtors will provide notice to the parties in the core group and on the Bankruptcy Rule 2002 service list of any changes to the date.

193. Postpetition Aircraft Agreement: A new or renegotiated agreement (including leases, subleases, and mortgages, and any amendments, modifications or supplements of or to any lease, sublease or mortgage and such leases, subleases or mortgages as so amended, modified or supplemented, and any agreement settling or providing for any claims or otherwise

addressing any matters relating to any lease, sublease or mortgage or any amendment, modification or supplement of or to any lease, sublease or mortgage) entered into after the Petition Date by the Debtors relating to Aircraft Equipment and authorized by the Bankruptcy Court, that is not an: "adequate protection stipulation" (as that term has been used in the Chapter 11 Cases), a stipulation or election entered into pursuant to Section 1110 of the Bankruptcy Code, or an agreement rejected or terminated by the Debtors on or prior to the Effective Date. Postpetition Aircraft Agreements shall include (1) the GE Master MOU and any renegotiated aircraft leases, or any new aircraft leases to be entered into following the rejection of any leases with respect to the same aircraft, all as contemplated by and provided in the GE Master MOU; and (2) any new or renegotiated agreement, including leases and mortgages, entered into pursuant to the Public Debt Aircraft Settlement Agreement, as approved by the Bankruptcy Court.

194. Postpetition Aircraft Obligation: Those Claims or obligations set forth on Exhibit 36 to the Plan Supplement ("Aircraft Financing Summary") arising in connection with a Postpetition Aircraft Agreement, other than a Claim or obligation under the Public Debt Aircraft Settlement Agreement; provided, however, that Claims or obligations arising under, relating to or as contemplated by the GE Master MOU shall be deemed Postpetition Aircraft Obligations whether or not set forth on said exhibit; provided further, that Claims or obligations under such Agreements shall be deemed postpetition obligations of the Debtors solely to the extent specifically provided in, and in accordance with the terms of, such Agreements; provided further, that such Postpetition Aircraft Obligations shall not include any Claims or obligations under any agreements rejected or terminated on or prior to the Effective Date.

195. Premier Meeting: Premier Meeting and Travel Services, Inc., a Delaware corporation, a debtor and debtor in possession in the Chapter 11 Cases.

196. Priority Tax Claim: A Claim of a Governmental Unit of the kind specified in Section 507(a)(8) of the Bankruptcy Code.

197. Professional: A Person or Entity (a) employed pursuant to a Final Order in accordance with Sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Confirmation Date, pursuant to Sections 327, 328, 329, 330, and 331 of the Bankruptcy Code, or (b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to Section 503(b)(4) of the Bankruptcy Code.

198. Proof of Claim: A proof of Claim filed against any of the Debtors in these Chapter 11 Cases.

199. Proof of Interest: A proof of Interest filed against any of the Debtors in these Chapter 11 Cases.

200. Public Debt Aircraft Settlement Agreement: Collectively, those certain term sheets and letter agreements, including any exhibits, schedules, or other attachments thereto, dated as of August 5, 2005, by and among United and certain trustees setting forth settlements of claims and restructurings, as applicable, of United's obligations under the following Aircraft Equipment financing transactions: Series 2001-1 EETCs, Series 2000-2 EETCs, Series 2000-1

EETCs, 1991 Series ETC Class B, 1991 Series ETC Class C, 1991 Series ETC Class D, 1991 Series ETC Class E, 1991 A PTC, 1991 B PTC, 1992 A PTC, 1994 AA PTC, 1994 BB PTC, 1995 A PTC, Jet Equipment Trust Series 1994-A, Jet Equipment Trust Series 1995-B, N533UA, 1996 A PTC, Jet Equipment Trust Series 1995-A, 1993 A PTC, 1993 B PTC, 1993 C PTC, 1991 A ETC, N354UA, N355UA, N356UA, N357UA, N358UA, N359UA, N360UA, N361UA, N362UA, N363UA, N319UA, N352UA, N321UA, N322UA, N650UA, and N172UA, which such Public Aircraft Settlement Agreement has been approved in an Order entered by the Bankruptcy Court on September 27, 2005 [Docket No. 12927].

201. Reinstated: (a) Leaving unaltered the legal, equitable, and contractual rights to which a Claim entitles the Creditor so as to leave such Claim Unimpaired in accordance with Section 1124 of the Bankruptcy Code; (b) other than with respect to any Postpetition Aircraft Agreement, notwithstanding any contractual provision or applicable law that entitles the Creditor to demand or receive accelerated payment of such Claim after the occurrence of a default, (i) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in Section 365(b)(2) of the Bankruptcy Code; (ii) reinstating the maturity of such Claim as such maturity existed before such default; and (iii) not otherwise altering the legal, equitable or contractual rights to which such Claim entitles the Creditor; provided, however, that the contractual right that does not pertain to the payment when due of principal and interest on the obligation on which such Claim is based, including, without limitation, financial covenant ratios, negative pledge covenants, covenants or restrictions on merger or consolidation, "going dark" provisions, and affirmative covenants regarding corporate existence prohibiting certain transactions or action contemplated by the Plan, or conditioning such transactions or actions on certain factors, shall not be required to be cured or reinstated to accomplish Reinstatement; or (c) with respect to any Postpetition Aircraft Agreement, curing any default as permitted and solely in accordance with the terms of such Postpetition Aircraft Agreement.

202. Released Party: Each of: (a) the Debtors and the Reorganized Debtors, and each of their subsidiaries; (b) the DIP Facility Agent and the DIP Lenders in their capacities as such; (c) the Creditors' Committee and the Professionals of the Creditors' Committee, in their capacities as such; (d) any statutory committee, the members thereof, and the Professionals to such committees approved in the Chapter 11 Cases in their capacities as such; (e) Servicers to the extent they provide contractually-required services in connection with the solicitation of votes and distribution of securities under the Plan; (f) any financial institution providing backstop financing in connection with the Rights Offering (if any and solely in its capacity as such); (g) the New Credit Facility Agents and the New Credit Facility Lenders; (h) with respect to each of the above Entities, such Entities' successors and assigns; (i) with respect to each of the above Entities, such Entities' subsidiaries, affiliates, officers, directors, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case in their capacity as such, and only if serving in such capacity; (j) the members of the Creditors' Committee and such member's professionals to the extent they are providing services in connection with Committee work, but not in connection with such member's proprietary interests (solely in their capacities as such); (k) ESOP Committee members in their capacities as such; (l) the ALPA Released Parties; (m) the TWU Released Parties; and (n) the PAFCA Released Parties; provided, however, that with respect to releases by Holders of Claims and Interests in ARTICLE X.H this definition shall not include directors,

officers and employees of the Debtors who were no longer employed by or associated with the Debtors as of or after the Petition Date.

203. Reorganized Debtors: The Debtors, in each case, or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date.

204. Reorganized UAL: UAL Corporation or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date.

205. Reorganized UAL Bylaws: The bylaws of UAL to be in effect on or as soon as reasonably practicable after the Effective Date.

206. Reorganized UAL Charter: The amended and restated certificate of incorporation of UAL to be in effect on or as soon as reasonably practicable after the Effective Date.

207. Reorganized ULS: UAL Loyalty Services, Inc. or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date.

208. Reorganized United: United Air Lines, Inc. or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date.

209. Retiree Coalition Agreement: The agreement dated June 9, 2005 which the Bankruptcy Court approved on June 14, 2005 [Docket No. 7078] between the Debtors and the Authorized Representatives of Individuals Who Retired from the Service of United Air Lines, Inc. before July 1, 2003 from a Classification that is Currently Covered by the Flight Attendants Agreement, Dispatchers' Agreement, Meteorologists Agreement, Public Contact Employees' Agreement, Pilots' Agreement, Ramp and Stores Agreement, Fleet Technical Instructors Agreement, Maintenance Instructors Agreement, and Individuals who Retired from a Salaried or Management Classification that is Not Currently Represented by a Union, and who Retired from a Classification that is Currently Represented by the International Federation of Professional and Technical Engineers.

210. Revenue Related Agreement: An agreement to which any of the Debtors are a party whose primary purpose is to generate revenue for the Debtors in exchange for the sale, lease, or other disposition of goods or services, or both, of the Debtors to third parties, including, without limitation, any agreement that (i) is directly related either to such agreement whose primary purpose is to generate revenue or to any one or more of the revenue generation activities of such agreement, and (ii) is facilitative or supportive of such revenue generation. These agreements include, without limitation: (a) corporate volume travel agreements, travel agency incentive agreements, and any other agreements in which any of the Debtors sell or otherwise provide passenger (and/or baggage) air transportation services, any related services, and/or goods to corporations, travel agencies or other third parties, including, without limitation, agreements in which the Debtors provide pricing discounts or other incentives (or both), either at the time of ticketing or after a predetermined period (or both), to generate such sales; (b) cargo or mail shipping agreements and any other agreements in which the Cargo Services Division of United Air Lines, Inc. sells, leases or otherwise provides cargo or mail air transportation services, any related services, and/or goods to corporations or other third parties, including, without limitation,

agreements in which the Debtors provide pricing discounts or other incentives (or both), either at the time of sale, shipment, or after a predetermined period (or some combination thereof), to generate such sales; (c) airframe or aircraft engine maintenance services agreements, aircraft ground handling services agreements, aircraft equipment or parts sale or lease agreements, aircraft or aircraft simulator flight training services agreements, and any other agreements in which the United Services Division of United Air Lines, Inc. sells, leases or otherwise provides maintenance, any other services, and/or goods to corporations, other airlines, or other third parties; (d) frequent flier mileage sales agreements and any other agreements in which any of the Debtors sell or otherwise provide or agreed to provide (i) frequent flier miles; provided, however, that assumption of such Agreements shall not alter the terms and conditions of United's frequent flyer program and United's ability to cancel such program at any time, (ii) any one or more other loyalty program currencies, and/or (iii) any related services and/or goods to corporations, individuals, or other third parties, including, without limitation, agreements in which the Debtors provide pricing discounts or other incentives (or both), either at the time of sale or after a predetermined period (or both), to generate sales of such frequent flier miles, loyalty program currencies, Debtors' related passenger (and/or baggage) air transportation services, and/or any other related services and/or goods; (e) media or advertising sales agreements, gift certificates sales agreements, and any other agreements in which any of the Debtors sell or otherwise provide advertising, any related services, and/or goods to corporations, individuals, or other third parties, including, without limitation, agreements in which the Debtors provide pricing discounts or other incentives (or both), either at the time of sale or after a predetermined period (or both), to generate sales of such services, goods, Debtors' related passenger (and/or baggage) air transportation services, and/or any other related services and/or goods; (f) airport gate lease or sublease agreement or license or sublicense, airport slot lease or sublease agreement or license or sublicense, aircraft ground equipment sale or lease agreement, and any other agreements in which any of the Debtors sells, leases or otherwise disposes of any property and/or goods to corporations, other airlines, or other third parties; provided, however, specifically excluded from this sub-clause (f) of this definition of Revenue Related Agreement is any municipal bond financing agreement or municipal bond related contractual obligations; (g) commission related sales agreements and any other agreements, in which any one or more of the Debtors receive a commission for selling goods and/or services to frequent fliers, other passengers, or other parties, including, without limitation, car rentals, hotel stays, cruise trips, vacation packages, travel insurance and/or duty free goods; and (h) bulk sale or wholesale related sales agreements and any other agreements, in which any one or more of the Debtors purchase, or have access to, and/or manage the revenue yield of discounted inventory in travel industry related goods and/or services, including, without limitation, bulk sale airline seat or cruise line inventory; provided further, that any and all agreements providing for the use of, cost sharing, maintenance, or related services regarding X-ray equipment is expressly excluded from the definition of Revenue Related Agreement.

211. Rights Offering: The offering of New UAL Common Stock to the existing Unsecured Creditors.

212. Roll-Up Transaction: A dissolution or winding up of the corporate existence of a Reorganized Debtor under applicable state law or the consolidation, merger, contribution of assets, or other transaction in which a Reorganized Debtor merges with or transfers substantially

all of its assets and liabilities to another Reorganized Debtor or one or more of their Affiliates, on or after the Effective Date.

213. SAM: US-based salaried and management employees of United and certain of its subsidiaries.

214. SAM Distribution: That certain distribution of shares of New UAL Common Stock distributed to SAM employees under the Plan on account of the \$1,040,896,485 distribution amount in connection with the Debtors' 2003 and 2005 labor cost savings initiatives; provided, however, that the SAM Distribution shall be reduced by the amount that otherwise would have been distributed thereunder to MEIP participants, who shall not share in the SAM Distribution, as follows: the amount by which the SAM Distribution shall be reduced shall equal the SAM Distribution multiplied by a fraction, the numerator of which shall be the salaries and success sharing payments of all MEIP participants for 2005 and the denominator of which shall be the salaries and success sharing payments of all SAM employees for 2005. Entry of the Confirmation Order, among other things, constitutes the allowance of the SAM Distribution and any and all objections thereto shall be deemed withdrawn.

215. SAM Retiree Committee: The official committee of retired salaried and management employees appointed in the Chapter 11 Cases.

216. Schedules: The schedules of assets and liabilities, schedules of executory contracts, and statement of financial affairs as the Bankruptcy Court requires the Debtors to file pursuant to Section 521 of the Bankruptcy Code, the official bankruptcy forms and the Bankruptcy Rules, as they may be amended and supplemented from time to time.

217. Section 1113 Restructuring Agreements: Collectively, the AFA Restructuring Agreement, the ALPA Restructuring Agreement, the AMFA Restructuring Agreement, the IAM 141 Restructuring Agreement, the PAFCA Restructuring Agreement, and the TWU Restructuring Agreement, including any indemnification agreements and indemnification obligations in connection therewith.

218. Section 1114 Claim: An Unsecured Claim of a former employee who retired prior to July 1, 2003, on account of retiree benefits as defined in or in reference to 11 U.S.C. § 1114(a).

219. Secured Aircraft Claim: A Claim that is secured by a security interest in, or a lien on, any Aircraft Equipment (to the extent the Debtors have not abandoned such Aircraft Equipment with no agreement to re-lease or re-purchase such Aircraft Equipment) in which a Debtor's Estate has an interest, to the extent of the value, as of the Effective Date or such other date as is established by the Bankruptcy Court, of such Creditor's interest in the applicable Estate's interest in such Aircraft Equipment, as determined by a Final Order of the Bankruptcy Court pursuant to Section 506(a) of the Bankruptcy Code, or as otherwise agreed upon in writing by the Debtors and the Creditor.

220. Secured Aircraft Creditor: The Holder of a Secured Aircraft Claim.

221. Secured Claim: A Claim (a) secured by a lien on property in which the Estate has an interest, which lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Final Order, or that is subject to setoff pursuant to Section 553 of the Bankruptcy Code or by reason of a Final Order, to the extent of the value of the Creditor's interest in the Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to Section 506(a) of the Bankruptcy Code, or (b) specifically Allowed pursuant to the Plan as a Secured Claim; provided, however, except with respect to a Claim of the United States of America or any Governmental Unit thereof or the Illinois Department of Revenue, to the extent such Claim would qualify as a Priority Tax Claim if such claim were unsecured, it shall be treated as a Priority Tax Claim.

222. Securities Act: The Securities Act of 1933, 15 U.S.C. Sections 77a-77aa, as now in effect or hereafter amended, or any similar federal, state, or local law.

223. Series 1984 and 1992 Bonds: Collectively, (a) the Regional Airports Improvement Corporation Facilities Lease Refunding Revenue Bonds, Issue of 1992, United Air Lines, Inc. (Los Angeles International Airport) in the original principal amount of \$34,390,000 and (b) the Regional Airports Improvement Corporation Adjustable-Rate Facilities Lease Refunding Revenue Bonds, Issue of 1984, United Air Lines, Inc. (Los Angeles International Airport) in the original principal amount of \$25,000,000.

224. Series 1999A Bonds: Those certain \$121,420,000 Chicago O'Hare International Airport Special Facility Revenue Refunding Bonds (United Air Lines, Inc. Project) Series 1999A, issued by the City of Chicago pursuant to, among other agreements, that certain Special Facility Use Agreement dated as of February 1, 1999, between the City and United, that certain Indenture of Trust dated as of February 1, 1999, between the City and Harris Trust and Savings Bank, as Trustee and predecessor to BNY Midwest Trust Company, and that certain Guaranty dated as of February 1, 1999, by United in favor of such Trustee.

225. Series 1999B Bonds: Those certain \$40,275,000 Chicago O'Hare International Airport Special Facility Revenue Refunding Bonds (United Air Lines, Inc. Project) Series 1999B, issued by the City of Chicago pursuant to, among other agreements, that certain Special Facility Use Agreement dated as of February 1, 1999, between the City of Chicago and United, that certain Indenture of Trust dated as of February 1, 1999, between the City of Chicago and Harris Trust and Savings Bank, as Trustee and predecessor to BNY Midwest Trust Company, and that certain Guaranty dated as of February 1, 1999, by United in favor of such Trustee.

226. Series 2000A Bonds: Those certain \$38,360,000 Chicago O'Hare International Airport Special Facility Revenue Refunding Bonds (United Air Lines, Inc.) Series 2000A, issued by the City of Chicago pursuant to, among other agreements, that certain Special Facility Use Agreement dated as of June 1, 2000, between the City of Chicago and United, that certain Indenture of Trust dated as of June 1, 2000, between the City of Chicago and U.S. Bank National Association, as Trustee, and that certain Guaranty dated as of June 1, 2000, by United in favor of such Trustee.

227. Series 2001A-1 Bonds: Those certain \$102,570,000 Chicago O'Hare International Airport Special Facility Revenue Bonds (United Air Lines, Inc.) Series 2001A-1, issued by the

City of Chicago pursuant to, among other agreements, that certain Special Facility Loan Agreement dated as of February 1, 2001, between the City of Chicago and United, that certain Trust Agreement dated as of February 1, 2001, between the City of Chicago and Bank One Trust Company, National Association, as Trustee and predecessor to SunTrust Bank, and that certain Guaranty dated as of February 1, 2001, by United in favor of such Trustee.

228. Series 2001A-2 Bonds: Those certain \$100,000,000 Chicago O'Hare International Airport Special Facility Revenue Bonds (United Air Lines, Inc. Project) Series 2001A-2, issued by the City of Chicago pursuant to, among other agreements, that certain Special Facility Loan Agreement dated as of February 1, 2001, between the City of Chicago and United, that certain Trust Agreement dated as of February 1, 2001, between the City of Chicago and Bank One Trust Company, National Association, as Trustee and predecessor to HSBC Bank USA, and that certain Guaranty dated as of February 1, 2001, by United in favor of such Trustee.

229. Series 2001B Bonds: Those certain \$49,280,000 Chicago O'Hare International Airport Special Facility Revenue Refunding Bonds (United Air Lines, Inc. Project) Series 2001B, issued by the City of Chicago pursuant to, among other agreements, that certain Special Facility Use Agreement dated as of February 1, 2001, between the City of Chicago and United, that certain Trust Agreement dated as of February 1, 2001, between the City of Chicago and Bank One Trust Company, National Association, as Trustee and predecessor to HSBC Bank USA, and that certain Guaranty dated as of February 1, 2001, by United in favor of such Trustee.

230. Series 2001C Bonds: Those certain \$149,370,000 Chicago O'Hare International Airport Special Facility Revenue Refunding Bonds (United Air Lines, Inc. Project) Series 2001C issued by the City of Chicago pursuant to, among other agreements, that certain Special Facility Use Agreement dated as of February 1, 2001, between the City of Chicago and United, that certain Trust Agreement dated as of February 1, 2001, between the City of Chicago and Bank One Trust Company, National Association, as Trustee and predecessor to HSBC Bank USA, and that certain Guaranty dated as of February 1, 2001, by United in favor of such Trustee.

231. SERP: That Supplemental Executive Retirement Plan effective January 1, 1987, providing certain non-qualified retirement benefits for eligible management employees.

232. SERP Claim: An Unsecured Claim of a current or former management employee of the Debtors, for benefits that are non-qualified under Section 401(a) of the Internal Revenue Code, and arising out of the termination of the SERP, taking into account recoveries from other sources.

233. Servicer: An indenture trustee, agent, servicer, or other authorized representative of Creditors recognized by the Debtors.

234. SFO Municipal Bond Adversary Proceedings: Those certain Municipal Bond Adversary Proceedings with Case Nos. 03-A-00975 and 04-A-002413.

235. Solicitation Agent: Poorman-Douglas Corporation, 10300 SW Allen Boulevard, Beaverton, Oregon 87005, (877) 752-5527.

236. Solicitation Notice: The notice, approved in the Solicitation Procedures Order, that sets forth in detail, among other things, the voting deadlines and objection deadlines with respect to the Plan.

237. Solicitation Procedures: The procedures for voting on the Plan approved by the Court in the Solicitation Procedures Order and contained in Exhibit 1 of the Plan Supplement.

238. Solicitation Procedures Order: That certain order entered by the Bankruptcy Court on October 21, 2005, approving certain solicitation procedures for solicitation of votes on the Plan [Docket No. 13285].

239. Stated Amount: (a) When used in reference to an Allowed Claim or Interest, the amount of such Allowed Claim or Interest, and (b) when used in reference to a Disputed Claim or Interest, the full stated liquidated amount claimed by the Creditor or the holder of the Interest; provided, however, that if a Claim or Interest is Disputed or Disallowed and has no stated liquidated amount, the Debtors or the Reorganized Debtors may estimate the liquidated amount of such Claim or Interest for the purposes of determining the *pro rata* amount of a Claim or Interest, subject to ARTICLE XV.D.2 of the Plan.

240. Subordinated Securities Claim: Claim of the type described in, and subject to subordination pursuant to, Section 510(b) of the Bankruptcy Code, including any and all Claims whatsoever, whether known or unknown, foreseen or unforeseen, currently existing or hereafter arising, arising from rescission of a purchase or sale of a security of the Debtors or an Affiliate of the Debtors (including, without limitation, Interests or securities to be issued, offered, purchased, or sold in connection with or pursuant to the Plan), or for damages arising from the purchase, sale, or holding of such securities, or for reimbursement, indemnification, or contribution allowed pursuant to Section 502 of the Bankruptcy Code on account of such a Claim.

241. Subplan: A subplan of reorganization that would be filed by each of the United Debtors in the event the Bankruptcy Court does not substantively consolidate the United Debtors' Estates.

242. Supremacy Clause: Paragraph 2 of Article VI of the United States Constitution.

243. Tax Escrow Account: The escrow account established by United pursuant to the Tax Escrow Agreement for the purpose of setting aside funds to satisfy certain tax liabilities, with an initial deposit of \$200,000,000.

244. Tax Escrow Agreement: That certain escrow agreement, dated November 29, 2002, by and between United and LaSalle Bank National Association, assumption of which was authorized by order of the Bankruptcy Court [Docket No. 237].

245. TOPrS Claim: Any Claim arising in connection with the UAL guarantee of the TOPrS Preferred Securities or the 13.25% Junior Subordinated Debentures.

246. TOPrS Preferred Securities: The 13.25% Trust Originated Preferred Securities issued by UAL Corporation Capital Trust I.

247. Trust Indenture Act: The Trust Indenture Act of 1939, 15 U.S.C. §§ 77aaa-77bbbb, as now in effect or hereafter amended, or any similar federal, state, or local law.

248. TWU: Transport Workers Union of America, AFL-CIO.

249. TWU Distribution: That certain distribution of shares of New UAL Common Stock distributed to TWU-represented employees under the Plan on account of the \$1,776,725 distribution amount under the TWU Restructuring Agreement and that certain Distribution Agreement attached thereto.

250. TWU Released Party: Each of: TWU, Local 540 of TWU, and each of their current or former (a) members, (b) officers, (c) committee members, (d) employees, (e) advisors, (f) attorneys, (g) accountants, (h) investment bankers, (i) consultants, (j) agents, and (k) other representatives with respect to any liability such person or entity may have in connection with or related to the Chapter 11 Cases, the formulation, preparation, negotiation, dissemination, implementation, administration, confirmation or consummation of any of the Plan, the Disclosure Statement, the TWU Restructuring Agreement or any contract, employee benefit plan, instrument, release or other agreement or document created, modified, amended or entered into in connection with either the Plan or any agreement between United, UAL and TWU, or any other act taken or omitted to be taken in connection with the Chapter 11 Cases.

251. TWU Restructuring Agreement: That certain Section 1113(c) Term Sheet effective as of May 1, 2003, including all attachments and exhibits thereto and any agreements in connection therewith, by and between UAL, United and TWU, as amended and modified by that certain Letter Agreement effective as of January 1, 2005, including all attachments and exhibits thereto and any agreements in connection therewith, which TWU Restructuring Agreement is contained in the Plan Supplement as Exhibits 25 and 26 and incorporated herein by reference.

252. UAFC: United Aviation Fuels Corporation, a Delaware corporation, a debtor and debtor in possession in the Chapter 11 Cases.

253. UAL: UAL Corporation, a Delaware corporation, a debtor and debtor in possession in the Chapter 11 Cases.

254. UAL BMI: UAL Benefits Management, Inc., a Delaware corporation, a debtor and debtor in possession in the Chapter 11 Cases.

255. UAL Common Stock Interest: All Interests evidenced by Old UAL Common Stock.

256. UAL Company Services: UAL Company Services, Inc., a Delaware corporation, a debtor and debtor in possession in the Chapter 11 Cases.

257. UAL Corporation Capital Trust I: UAL Corporation Capital Trust I, a Delaware business trust.

258. UAL Preferred Stock Interest: All Interests evidenced by Old UAL Preferred Stock.

259. ULS: UAL Loyalty Services, LLC, a Delaware limited liability corporation, a debtor and debtor in possession in the Chapter 11 Cases, successor and successor in interest to UAL Loyalty Services, Inc.

260. ULS LTIP: The ULS Long Term Incentive Plan.

261. Unclaimed: With respect to distributions under the Plan, “Unclaimed,” shall include, without limitation, the following: not having accepted a particular distribution, not having given notice to the Debtors or Reorganized Debtors, as applicable, of an intent to accept a particular distribution, or not having responded to the Debtors’ requests for information necessary to facilitate a particular distribution.

262. Uniform Commercial Code: The Uniform Commercial Code as in effect on the Effective Date, as enacted in the applicable state.

263. Unimpaired: With respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of Section 1124 of the Bankruptcy Code.

264. Unions: AFA, ALPA, AMFA, IAM 141, PAFCA, and TWU.

265. United: United Air Lines, Inc., a Delaware corporation, a debtor and debtor in possession in the Chapter 11 Cases.

266. United BizJet: United BizJet Holdings, Inc., a Delaware corporation, a debtor and debtor in possession in the Chapter 11 Cases.

267. United Cogen: United Cogen, Inc., a Delaware corporation, a debtor and debtor in possession in the Chapter 11 Cases.

268. United Common Stock Interest: All Interests evidenced by Old United Common Stock.

269. United Debtors: Collectively each of the Debtors other than UAL.

270. United Express Agreement: An operating agreement under which a regional air carrier is granted a non-exclusive license to use the registered “United Express” trademark owned by the Debtors in connection with the regional carrier’s providing air transportation services to the public under the brand name “United Express” as a marketing affiliate of the Debtors, and in accordance with the terms and conditions of that operating agreement.

271. United GHS: United GHS, Inc., a Delaware corporation, a debtor and debtor in possession in the Chapter 11 Cases.

272. United Vacations: United Vacations, Inc., a Delaware corporation, a debtor and debtor in possession in the Chapter 11 Cases.

273. United Worldwide: United Worldwide Corporation, a Guam corporation, a debtor and debtor in possession in the Chapter 11 Cases.

274. Unsecured Chicago Municipal Bond Claim: Any general unsecured Claim of the "Trustees," as defined in the Chicago Municipal Bond Settlement Agreement, for the benefit of the Holders of any of the Chicago Municipal Bonds, which Unsecured Chicago Municipal Bond Claims shall be allowed in the amounts set forth in the Chicago Municipal Bond Settlement Order and the Chicago Municipal Bond Settlement Agreement.

275. Unsecured Claim: Any Claim against any of the Debtors that is not a/an: (a) Secured Claim, (b) Administrative Claim, (c) Priority Tax Claim, (d) DIP Facility Claim, (e) Secured Aircraft Claim, (f) Other Secured Claim, (g) Other Priority Claim, (h) TOPrS Claim, or (i) Subordinated Securities Claim.

276. Unsecured Convenience Class Account: Any brokerage account or accounts established, funded (either with Cash or securities), and maintained on and after the Effective Date solely for the purpose of selling the shares of New UAL Common Stock that comprise the Unsecured Convenience Class Reserve and distributing the proceeds thereof to Holders of Unsecured Convenience Class Claims.

277. Unsecured Convenience Class Claim: Any (a) Unsecured Claim that is under \$50,000 (subject to such Creditor's right to opt out of the Unsecured Convenience Class), or (b) Unsecured Claim in excess of \$50,000 which the Holder thereof, pursuant to such Holder's ballot or such other election accepted by the Debtors, elects to have reduced to the amount of \$50,000 and to be treated in the respective Unsecured Convenience Class of the Debtor against whom such Holder's Unsecured Claim exists; provided, however, that an Unsecured Convenience Class Claim does not include: (v) an Unsecured PBGC Claim; (w) a Claim of a former or current employee, officer, director, or independent contractor of any of the Debtors; (x) a Claim on account of a judicial, administrative, or other legal action or proceeding against any Debtor commenced (or that could have been commenced) on or before the Petition Date or during the Chapter 11 Cases; (y) a Claim on account of publicly or privately held securities (including, without limitation, bonds and indentures); or (z) a Claim whose Holder opts out of such class.

278. Unsecured Convenience Class Distribution: The Cash proceeds from the sale of the Unsecured Convenience Class Reserve less the amount of any discount, commission, or fee paid or incurred on such sale and any taxes withheld or paid on account of such sale in accordance with ARTICLE VI.C of the Plan.

279. Unsecured Convenience Class Reserve: The Unsecured Distribution multiplied by a fraction, the numerator of which is equal to the aggregate amount of Allowed Unsecured Convenience Class Claims, and the denominator of which is equal to the Debtors' good faith estimate of the aggregate amount of all final Allowed Unsecured Claims as set forth in the Disclosure Statement.

280. Unsecured Creditor Body: All Holders of Unsecured Claims and those entitled to receipt of the Employee Distributions.

281. Unsecured Debentures: Collectively, the: (a) \$150 million original principal amount 9.0% senior subordinated notes due December 15, 2003, issued by United; (b) \$200

million original principal amount 9.125% debentures due January 15, 2012, issued by United; (c) \$250 million original principal amount 9.75% debentures due August 15, 2021, issued by United; (d) \$300 million original principal amount 10.25% debentures due July 15, 2021, issued by United; (e) \$370.2 million original principal amount 10.67% Series A debentures due May 1, 2004, issued by United; and (f) \$371 million original principal amount 11.21% Series B debentures due May 1, 2014, issued by United.

282. Unsecured Repurchased Debentures: Those certain Unsecured Debentures repurchased by United.

283. Unsecured Distribution: The shares of New UAL Common Stock to be issued pursuant to the Plan; provided, however, that such Unsecured Distribution shall not include those shares reserved for the Management Equity Incentive Plan, the Directors Equity Incentive Plan, and the Employee Distribution.

284. Unsecured PBGC Claim: Any Unsecured Claim of PBGC, or any Unsecured Claim of any assignee of any portion of the Unsecured PBGC Claim, including the 45% UBL Claim, subject to the terms and conditions of the PBGC Settlement Agreement.

285. Unsecured Public Debt Aircraft Claim: Any Unsecured Claim set forth in the Public Debt Aircraft Settlement, as approved by the Bankruptcy Court, which Unsecured Public Debt Aircraft Claims shall be allowed in the amounts set forth in the Public Debt Aircraft Settlement Agreement.

286. Unsecured Rejected Aircraft Claim: Any Unsecured Claim, other than an Unsecured Public Debt Aircraft Claim, arising in connection with the rejection or abandonment of Aircraft Equipment or the underlying security agreement, lease, financing, conditional sale contract, or similar agreement.

287. Unsecured Retained Aircraft Claim: Any Unsecured Claim, other than an Unsecured Rejected Aircraft Claim or an Unsecured Public Debt Aircraft Claim, arising in connection with the financing of Aircraft Equipment or the negotiation of agreements or other documents relating to Aircraft Equipment, or to be Allowed pursuant to a Postpetition Aircraft Agreement.

288. Unsecured Retiree Convenience Class Account: Any brokerage account or accounts established, funded (either with cash or securities), and maintained on and after the Effective Date solely for the purpose of selling the shares of New UAL Common Stock that comprise the Unsecured Retiree Convenience Class Reserve and distributing the proceeds thereof to Holders of Unsecured Retiree Convenience Class Claims.

289. Unsecured Retiree Convenience Class Claim: Any Pilot Non-Qualified Benefit Claim, Section 1114 Claim, or SERP Claim against any Debtor in the amount set forth by the Debtors on such Holder's Ballot and agreed to by such Holder; provided, however, that an Unsecured Retiree Convenience Class Claim does not include a Claim whose Holder opts out of such Class.

290. Unsecured Retiree Convenience Class Distribution: The Cash proceeds from the sale of the Unsecured Retiree Convenience Class Reserve less the amount of any discount, commission, or fee paid or incurred on such sale and any taxes withheld or paid on account of such sale in accordance with ARTICLE VI.C of the Plan.

291. Unsecured Retiree Convenience Class Reserve: The Unsecured Distribution multiplied by a fraction, the numerator of which is equal to the aggregate amount of Allowed Unsecured Retiree Convenience Class Claims, and the denominator of which is equal to the Debtors' good faith estimate of the aggregate amount of all final Allowed Unsecured Claims as set forth in the Disclosure Statement.

292. Voting Deadline: December 1, 2005.

293. Voting Instructions: The instructions for voting on the Plan approved by the Court in the Solicitation Procedures Order and contained and/or referenced in the Section of the Disclosure Statement entitled Solicitation Procedures and in the Ballots and the Master Ballots.

ARTICLE II. **ADMINISTRATIVE AND PRIORITY TAX CLAIMS AGAINST ALL OF THE** **DEBTORS**

A. Administrative Claims: Subject to the provisions of Sections 328, 330(a), and 331 of the Bankruptcy Code, each Holder of an Allowed Administrative Claim shall be paid in full satisfaction, settlement, release, and discharge of the full unpaid amount of such Allowed Administrative Claim in Cash (i) on the first Periodic Distribution Date or as soon as reasonably practicable thereafter, (ii) if such Administrative Claim is Allowed after the Effective Date, on the first Periodic Distribution Date after such Administrative Claim is Allowed or as soon as reasonably practicable thereafter, or (iii) upon such other terms (a) as may be agreed upon by such Holder and the respective Debtor or Reorganized Debtor or (b) as may be contained in a Final Order of the Bankruptcy Court; provided, however, that (x) Holders of Claims arising under the DIP Facility shall be deemed to have an Allowed Claim as of the Effective Date in such amount as to which the Debtors and such Holders of Claims shall have agreed upon in writing or as fixed by the Bankruptcy Court, which DIP Facility Claim shall be paid in full in Cash on the Effective Date or such other date as agreed upon by the Reorganized Debtors and the DIP Facility Agent, and (y) Allowed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases or assumed by the Debtors on or before the Effective Date shall be paid and/or performed in the ordinary course of business in accordance with the terms and conditions of any agreements, course of dealing, course of business, or industry practice relating thereto. Professional fees shall be addressed as provided in ARTICLE XI.B of the Plan.

B. Priority Tax Claims: On the first Periodic Distribution Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Priority Tax Claim that is due and payable on or prior to the Effective Date shall be provided with, at the sole option of the respective Debtor, in full satisfaction, settlement, release, and discharge of and in exchange for such Priority Tax Claim, (i) payment in full in Cash; (ii) deferred quarterly Cash payments, over a period not exceeding six years after the date of assessment of such Priority Tax Claim, of a value, as of the