



# Continental Retirement Plan

Summary Plan Description

# Continental Retirement Plan (Plan)

No matter how far into the future you think retirement may be, it's never too early to plan ahead. And, when you start to look at retirement, take the time to get a clear picture of what your benefits may be.

If you are a participant in the Continental Retirement Plan ("Plan"), the Plan is an important part of your retirement benefits. This summary will walk you through some of the keys to understanding the Plan. Any retirement plan is complicated. With this summary, we've tried to break down various details to assist you in understanding how this Plan works and what its benefits can mean to you.

This Summary Plan Description ("SPD") reflects the Plan features as of January 1, 2017. It is only a summary. In the event of any conflict between the SPD and the terms of the Plan, the Plan document will govern. This document is also available to all participants electronically on the Plan's web site, Your Benefits Resources™, at <http://www.ybr.com/united> and to current employees and retirees on United's intranet (Flying Together) at <http://flyingtogether.ual.com> under Flying Together > Employee Services > Total Rewards > Summary Plan Descriptions. When you use the electronic version of this document, you can easily access the information you want by clicking on the links in the Table of Contents or by using the search feature.

Be sure to carefully read the entire SPD so that you understand the benefits offered as well as your rights and responsibilities under the Plan. Frequently asked questions concerning the Plan are answered by the information provided in this SPD. Additional information concerning the Plan is available by logging onto your Plan account through Your Benefits Resources™ at <http://www.ybr.com/united> and to current employees and retirees on United's intranet (Flying Together) at <http://flyingtogether.ual.com> under Flying Together > Employee Services > Total Rewards > Summary Plan Descriptions. You may also call the United Airlines Benefits Center at 1-800-651-1007 between 7:00 a.m. and 7:00 p.m. Central time, Monday through Friday.

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## Section

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<b>You Must Be Eligible</b>	<b>4</b>
You must be employed as a common law employee in a work-category covered by the Plan and meet specific participation requirements.	
<b>The Plan Considers Your Service</b>	<b>5</b>
In general, the Plan considers your service for the Company in determining Eligibility Service and Vesting Service. You earn Benefit Service while you are in a work-category that is covered by the Plan.	
<b>The Benefit You Receive from the Plan is Based on a Formula</b>	<b>7</b>
If you are participating in the Plan due to your employment in an eligible work-category — and vested in the Plan — you will receive a benefit from the Plan. The benefit you receive will be calculated based on various important elements.	
<b>You Become Vested in (or Entitled to) Your Benefit Based on Your Vesting Service</b>	<b>11</b>
Vesting means you have a right to receive a benefit after you leave the Company. You become vested in your benefit from the Plan when you complete five years of Vesting Service or meet the other requirements to become vested.	
<b>Your “Normal Retirement Age” to Receive Benefits from the Plan is Age 65</b>	<b>11</b>
Your normal retirement age is age 65. Unless you are still working for the Company, you can begin to receive vested benefits as of the first of the month coincident with or next following your 65th birthday.	
<b>You May Take Early Retirement Before This Date and Receive a Reduced Benefit</b>	<b>12</b>
You may retire as early as age 50 — and receive a reduced benefit — if:	
<ul style="list-style-type: none"><li>• You are at least age 50 and have at least 20 years of Vesting Service or</li><li>• You are at least age 55 and have at least 10 years of Vesting Service.</li></ul>	
<b>You May Wait to Take a Benefit from the Plan</b>	<b>13</b>
If you continue to work in an eligible work-category beyond your normal retirement age, your benefit calculation will consider your compensation and Benefit Service after your normal retirement age.	
<b>When You Retire, the Plan Will Pay Your Benefit as an Annuity (Monthly Amount)</b>	<b>14</b>
You will receive an annuity payment unless you are eligible for and choose an optional form of payment such as a lump sum.	
<b>Special Circumstances May Apply to Your Benefits from the Plan</b>	<b>16</b>
<b>Certain Conditions or Situations May Affect Benefits</b>	<b>21</b>
<b>Administrative Information</b>	<b>25</b>

## You Must Be Eligible

In this Plan, similar to any pension plan, you must meet specific participation requirements to be eligible.

**First requirement: You must work as a common law employee in an eligible work-category.**

Eligible	Not Eligible
<p>Common law employee who works in the work-category of union represented employees who are covered by a collective bargaining agreement that requires participation in this Plan.</p>	<p>Employees included in a collective bargaining unit, unless the applicable collective bargaining agreement provides for participation in the Plan</p> <ul style="list-style-type: none"> <li>• Contract employee</li> <li>• Leased employee</li> <li>• Non-resident alien</li> <li>• Continental Micronesia, Inc. employee</li> <li>• Chelsea Catering employee</li> <li>• United Aviation Fuels Corporation employee</li> <li>• United Ground Express, Inc. employee</li> <li>• United States expatriate who is not paid through the Company's U.S. payroll system</li> <li>• Effective January 1, 2014 and thereafter, M&amp;A Employees</li> </ul>

**Second requirement: You must complete one year of service.**

In general, your participation in the Plan starts the date you complete one year of Eligibility Service and are in an eligible work-category.<sup>1</sup> However, your participation ceases when you leave an eligible work-category with respect to earning further benefits.

You earn one year of Eligibility Service for any eligibility computation period in which you are credited with at least 1,000 Hours of Service (as defined on page 5). You earn a partial year of Eligibility Service for eligibility computation periods in which you are credited with less than 1,000 Hours of Service equal to your Hours of Service divided by 2,000. Your eligibility computation period is the first 12 months after you are hired or any following plan year. A plan year is December 28th of one year to December 27th of the following year.

<sup>1</sup> The requirement for one year of eligibility service applies to employees who were not participants as of July 1, 1989 and does not apply to anyone who worked an hour in an eligible work-category between December 28, 1988 and June 30, 1989.

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## The Plan Considers Your Service

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The Plan considers your service as you worked for the Company to credit:

- Eligibility Service: If you are able to participate;
- Vesting Service: Whether you are entitled to a benefit or a particular feature; and
- Benefit Service: Amount of your service used in the calculation of your benefit.

How the Plan counts service has changed over the years.

Notwithstanding the following, at all times you must be in an eligible work-category to earn Benefit Service and to receive any increase in your benefit that was earned while you were in an eligible work-category. In addition, no more than 30 years of Benefit Service will be credited to a participant.

Up to February 1, 1999, the Plan used the elapsed time method. With this approach, in most instances, you earned Eligibility Service and Vesting Service from your date of hire through your date of termination from the Company with adjustments for certain leaves of absence and other breaks in service.

On February 1, 1999, the Plan began to use the hours counting approach. With this approach, you receive credit for 95 Hours of Service for each semi-monthly payroll period in which you are credited with one or more Hours of Service.

Under the hours counting approach, you earn an “Hour of Service” if you are actively employed during a semi-monthly payroll period, including time you are:

- Paid or entitled to be paid for working;
- Paid or entitled to be paid for not working (such as if you are absent from work for vacation, holiday, or illness) up to 501 hours in one single continuous period of non-work time;
- Entitled to back pay for services performed for the Company or an affiliate; or
- Serving in the “Uniformed Services” as described on page 21.

## Employment Status

The Plan counts hours differently for crediting Eligibility, Vesting or Benefit Service. Take a look at the chart below for a simplified summary of how you earn service according to your employment status:

Employment Status		Credit for Eligibility and Vesting Service	Credit for Benefit Service
Active		Yes	Yes, but only while you are in an eligible work-category
Inactive		No	No
Furlough		No <sup>1</sup>	No
Leave of Absence	Unpaid	Up to 501 hours	No <sup>4</sup>
	On the Job Injury (OJI)	Up to 501 hours	No
	Military	Depending on circumstances <sup>2</sup>	Depending on circumstances <sup>2</sup>
	Designated Company Offered Leave program (COLA)	Up to 501 hours	Depending on circumstances <sup>3</sup>
Disabled (see page 16)		Yes	Yes

<sup>1</sup> Prior to September 1, 2001, you received up to one year of Vesting Service when on furlough.

<sup>2</sup> Upon reinstatement, you will receive Vesting and Benefit Service credit up to the maximum required by law; you generally do not receive Benefit Service unless you remain in an eligible work-category.

<sup>3</sup> In some very limited situations, a Company-offered leave may have been eligible for Benefit Service if you are in an eligible work-category. Please refer to your Company-offered leave documents you received from the Company at such time to determine if you earn Benefit Service during that leave and the conditions that apply.

<sup>4</sup> In certain situations, union leave may be eligible for Benefit Service if expressly provided under the terms of applicable collective bargaining agreements. Please refer to your collective bargaining agreement to determine if you earn Benefit Service during the union leave and the conditions that apply.

## Prior Benefit Service Credit

How the Plan counts your service also depends on which organization you worked for over the years. A description of the method used by the Plan to count any eligible Benefit Service for periods prior to April 1, 2013 is located in Appendix A.

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## The Benefit You Receive from the Plan is Based on a Formula

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If you are eligible for the Plan — and vested in the Plan — you will receive a benefit from the Plan. The benefit you receive will be calculated based on three important elements.

### First Element: Final Average Compensation

Through the years, the Company pays you compensation. The Plan generally uses an average of your eligible compensation received during periods while in an eligible work-category when calculating your benefit.

### Eligible Compensation

The chart below shows the types of compensation generally eligible for use in the Final Average Compensation portion of the pension formula under the Plan. Eligible compensation generally is not considered for periods that you are not in an eligible work-category. Beginning in 2000, for any calendar year, the maximum eligible compensation is limited to \$170,000 (other limits applied prior to 2000). Thus, any compensation over \$170,000 is not eligible compensation and such compensation will not be taken into account.

Included as Eligible Compensation	Not Included as Eligible Compensation
<ul style="list-style-type: none"><li>• Regular pay</li><li>• Before-tax 401(k) Plan contributions</li><li>• Before-tax contributions for regular or flexible benefits</li><li>• Shift differentials</li><li>• Gainsharing</li><li>• Overtime pay after 1998</li></ul>	<ul style="list-style-type: none"><li>• Bonuses or commissions</li><li>• Overtime paid prior to 1999</li><li>• Severance pay</li><li>• Reimbursements, allowances or advancements for expenses (per diem)</li><li>• Taxable (imputed) income gained through group life insurance</li><li>• Non-cash or incentive compensation</li><li>• Profit sharing</li><li>• Welfare or qualified plan benefits</li><li>• Any compensation not received while in an eligible work-category</li></ul>

## Calculating the Average

Final Average Compensation generally refers to the average of the highest five consecutive calendar years of eligible compensation out of the final 10 years you work for the Company. For many employees who work in an eligible work-category during their entire career, the “highest five” years are the final five years of employment. In all cases, no compensation is counted for a calendar year if such compensation is in excess of \$170,000 (other limits applied prior to 2000).

Specifically, Final Average Compensation is the greater of:

- The highest average of the eligible compensation you received during the five consecutive full calendar years (in which you are in active paid employment of at least 48 weeks per year) out of your last 10 years of employment with the Company after January 1, 1984. (If you have less than five full calendar years of eligible employment in an eligible work-category, your Final Average Compensation will be the average for all your full calendar years of such employment.)

OR

- The highest average of the eligible compensation you received during any five consecutive calendar years of pay (regardless of whether they are full years or not) out of your last 10 years of employment with the Company after January 1, 1984.

If you have no years of active paid employment of at least 48 weeks, your eligible compensation will be annualized for any year after 1998 that is included in your last 10 years of employment with the Company.

As previously noted, M&A employees ceased to be in an eligible work-category effective December 31, 2013. As a result, if you are an M&A Employee, compensation that you receive after December 31, 2013 is not considered eligible compensation under the Plan. In this case, the last ten years and the highest five consecutive calendar years of eligible compensation ended on December 31, 2013.

If you transfer out of an eligible work-category after December 31, 2013 to a work-category not covered by the Plan, the last ten years and the highest five consecutive calendar years of eligible compensation ends on the date of transfer and no compensation paid after the date of transfer is considered.

## Second Element: Benefit Service

The Plan considers your service with the Company to calculate your Benefit Service. How you earn years of Benefit Service changed in 1999.

Before February 1, 1999	After January 31, 1999
<p><i>Beginning December 28, 1988:</i> You earned one day of Benefit Service credit for every day counted as Benefit Service with the Company, as described on page 5.</p> <p><i>If you were employed by the Company in an eligible work-category on December 28, 1988:</i> You earned Benefit Service credit beginning on the later of your date of hire or September 1, 1988.</p> <p><i>If you meet the conditions described in Appendix A:</i> You earned Benefit Service credit as early as January 1, 1984.</p>	<p>You earned a full year of Benefit Service credit for every calendar year in which you were credited with at least 2,000 hours of service due to employment in an eligible work-category.</p> <p>You earned a partial year of Benefit Service (equal to your hours of service divided by 2,000) for calendar years in which you were credited with less than 2,000 hours of service due to employment in an eligible work-category.</p>

Your Benefit Service does not include any period during which:

- You were employed by a predecessor company, except as described in Appendix A
- Except as described in Appendix A, you worked for an Affiliate, a division or a work-category that was not participating in the Plan
- You worked in a work-category that is not eligible for this Plan, or
- You have already received a distribution of your accrued benefit.

No more than 30 years of Benefit Service will be credited to a participant. An M&A Employee receives no Benefit Service credit after December 31, 2013.

## Third Element: Social Security Wage Base (SSWB)

Each year Social Security sets a level of wage dollars above which it does not collect tax for future benefits. This is known as the Social Security Wage Base. This is the maximum amount of eligible compensation on which you and your employer paid or will pay income replacement Social Security taxes each year.

## Average Social Security Wage Base (ASSWB)

The Plan uses the average Social Security Wage Base to calculate your benefit. This is the Average of the Social Security Wage Base for the 35-year period that ends the year before the year you reach the Social Security Normal Retirement Age (age 65 through age 67 depending on when you were born).

For an M&A Employee, the average Social Security Wage Base is frozen on December 31, 2013. Similarly, if you are in an eligible work-category and you transfer to a position that is not in an eligible work-category, the average Social Security Wage Base is frozen on the date of transfer. If you work in an eligible work-category multiple times, the average Social Security Wage Base is frozen each time you leave an eligible work-category.

## Plan Formula

Your benefit will be calculated using this formula.

$$\left( \begin{array}{l} 1.19\% \text{ of your} \\ \text{Final Average} \\ \text{Compensation} \end{array} + \begin{array}{l} 0.45\% \text{ of your Final} \\ \text{Average Compensation in} \\ \text{excess of the Average} \\ \text{Social Security Wage Base} \end{array} \right) \times \begin{array}{l} \text{Years of} \\ \text{Benefit Service} \\ \text{up to 30 years} \end{array} = \frac{\quad}{12} = \text{Monthly Benefit Amount}$$

1.19% of your Final Average Compensation **PLUS** 0.45% of your Final Average Compensation in excess of the Average Social Security Wage Base (in other words, not less than \$0) **TIMES** your Years of Benefit Service up to 30 years **DIVIDED BY** 12 months **EQUALS** your Monthly Benefit Amount

Another way to think of it is:

$$[(A + B) \times C] / 12 = \text{Monthly Benefit Amount}$$

- (A) 1.19% of your Final Average Compensation
- (B) 0.45% of your Final Average Compensation in excess of the Average Social Security Wage Base (in other words, not less than \$0)
- (C) Years of Benefit Service up to 30 years

If you transfer from a work-category not covered by the Plan to an eligible work-category, eligible compensation, Final Average Compensation, Benefit Service, and Average Social Security Wage Base will be calculated based solely on that respective period in the eligible work-category.

If you transfer between eligible and ineligible work-categories multiple times, your benefit will be the sum of the benefits earned for each time you are in an eligible work-category. The maximum number of years of Benefit Service used in total will be 30.

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## You Become Vested in (or Entitled to) Your Benefit Based on Your Vesting Service

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Vesting means you have a right to receive a benefit when you leave the Company or retire. You become vested in your benefit from the Plan when you complete five years of Vesting Service. You also become vested in the Plan if you are a participant and reach age 65 or if you were an M&A Employee and a participant on December 31, 2013.

How you earn years of Vesting Service changed in 1999:

Before February 1, 1999	After January 31, 1999
You earned one day of Vesting Service for every day that the Plan counts as service as described on page 5.	You earn one year of Vesting Service for any calendar year in which you are credited with at least 1,000 Hours of Service.  You earn a partial year of Vesting Service for calendar years in which you are credited with less than 1,000 Hours of Service (Hours of Service credited divided by 2,000).  See page 5 for a description of how hours are credited.

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## Your “Normal Retirement Age” to Receive Benefits from the Plan is Age 65

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Your normal retirement age is age 65. You can begin to receive benefits as of the first of the month coincident with or next following your 65th birthday. In most cases, your benefits will be suspended if you choose to continue working after your normal retirement age of 65 in “disqualifying employment.”

“Disqualifying employment” for this purpose is any employment for the Company that results in your being entitled to be credited for (a) at least forty Hours of Service for such calendar month; or (b) at least one Hour of Service performed on each of eight or more days (or separate work shifts) in such month, if the Plan has not for any purpose determined or used the actual number of Hours of Service.

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## You May Take Early Retirement Before This Date and Receive a Reduced Benefit

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You may retire early — and receive a reduced benefit — if:

- You are at least age 50 and have at least 20 years of Vesting Service; or
- You are at least age 55 and have at least 10 years of Vesting Service.

The earliest age you achieve either of these age and service requirements is your “Early Retirement Age.” As described in The Plan Considers Your Service on page 5, you earn Vesting Service while working for the Company; you do not need to be in an eligible work-category to earn Vesting Service.

If you retire early, you will receive a reduced benefit because you are expected to receive monthly benefits over a longer period of time. You may begin to receive early retirement benefits as of the first of any month beginning with your Early Retirement Age.

The Plan will first calculate your normal retirement benefit — as of age 65 — then reduce this benefit based on your actual retirement age. The chart below shows how your benefit would be reduced at different ages:

Actual Retirement Age	Percentage of Age 65 Benefit You Receive
50	19.18%
51	21.17%
52	23.40%
53	25.90%
54	28.69%
55	31.84%
56	35.39%
57	39.39%
58	43.93%
59	49.07%
60	54.93%
61	61.63%
62	69.29%
63	78.10%
64	88.25%

If you are between the ages in the chart above (for example, age 51 and 6 months) when you retire, the percentage you receive will be adjusted for each month.

## If You Leave the Company before Early Retirement Age

Even if you leave the Company before Early Retirement Age and you are vested, you are entitled to receive a pension benefit after the date you leave.

When you leave the Company before Early Retirement Age, you must wait to receive either a normal retirement benefit at age 65 — or request an early commencement benefit at age 55 (if you had at least 10 years of Vesting Service) or age 50 (if you had at least 20 years of Vesting Service). The early retirement reduction shown above will apply. If you leave the Company before achieving these age and service requirements, the lump sum option will not be available. However, if your benefit has a value of \$5,000 or less, your benefit will automatically be paid in a lump sum to an IRA for you unless you otherwise direct the payment.

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## You May Wait to Take a Benefit from the Plan

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If you continue to work in an eligible work-category beyond your normal retirement age, your benefit will be calculated to include eligible compensation and Benefit Service after your normal retirement age. You may begin to receive payments on the first day of any month after you leave the Company. You may not receive your benefit while you still work for the Company.

Current laws require that, if you are no longer actively at work, you must begin to receive your benefit no later than the April 1 following the year you reach age 70½. You will be notified at your most recent address on file if this rule applies to you.

*If you do not begin receiving this mandatory distribution by the date required by law:*

You could be liable for a 50% excise tax on the amount that is not distributed on a timely basis. You may not roll over a mandatory distribution.

*If you work beyond age 70½:*

If you work beyond age 70½, your accrued retirement benefit will either include eligible compensation and Benefit Service for the period after age 70½ or be actuarially increased for the period after age 70½, whichever provides the larger benefit.

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## When You Retire, the Plan Will Pay Your Benefit as an Annuity (Monthly Amount) Unless You Are Eligible For and Choose an Optional Form of Payment Such as a Lump Sum

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You will receive an annuity based on your marital status unless you choose another optional form of payment such as a lump sum. If you are eligible for early or normal retirement when you leave the Company, you may choose a lump sum option. If your benefit has a value of \$5,000 or less, your benefit will automatically be paid in a lump sum to an IRA for you unless you otherwise direct the payment.

Unless you are eligible for and elect the lump sum option or another optional annuity, the Plan will default your choice as shown in the chart below:

If You Are Single When You Begin to Receive Benefits	If You Are Married When You Begin to Receive Benefits
You receive a life annuity.  This pays a monthly benefit for as long as you live. Payments stop when you die.	You receive a 50% joint and survivor annuity.  This pays a reduced monthly benefit for as long as you live.  If you die, your spouse will receive 50% of your payments for the rest of his or her life.

To choose any option other than the 50% joint and survivor annuity, your spouse must irrevocably agree to your choice by signing a notarized, written consent form.

You may change your election of the form of payment at any time before you begin to receive benefits as long as your spouse consents in writing witnessed by a notary public. You may not make a change, however, after you begin to receive benefits.

To make your election, log on to Your Benefits Resources™ at <http://www.ybr.com/united> and for current employees and retirees on United's intranet (Flying Together) at <http://flyingtogether.ual.com> under Flying Together > Employee Services. You may also call the United Airlines Benefits Center — at 1-800-651-1007 between 7:00 a.m. and 7:00 p.m. Central time, Monday through Friday — after you officially initiate your retirement. In the meantime, take a look at the optional forms of payment available to you.

Your Choices for Payment Options	Your Benefit
<p><b>Life Annuity</b> (Default Option if You Are Single and Make No Other Election)</p>	<p>You receive a monthly benefit for as long as you live. Payments stop when you die.</p>
<p><b>Joint and Survivor Annuity</b> (50% is Default Option if You Are Married and Make No Other Election)</p>	<p>You receive a reduced monthly benefit for as long as you live.</p> <p>When you die, your spouse will continue to receive 50%, 66- 2/3%, 75% or 100% of your benefit until he or she dies. You elect the percentage that your spouse receives.</p>
<p><b>Lump Sum</b> Available if you leave the Company on or after the earlier of the date you reach: Age 50, at least 20 years of Vesting Service Age 55, at least 10 years of Vesting Service Also available if you leave the Company on or after age 65</p>	<p>You receive the full value of your benefit in a one-time lump sum.</p> <p>This amount will be the actuarial equivalent of what you would have received as monthly payments.</p> <p>Since you receive the full value of your benefit in a lump sum, your spouse will receive no additional benefits when you die.</p>

**Domestic Partner Joint and Survivor Annuity**

When you retire, in addition to the optional forms of payment described above, you may elect an optional designated domestic partner joint and survivor annuity. If you elect this form of payment, you will receive a reduced monthly benefit for as long as you live, and when you die, your designated domestic partner will continue to receive 50% of your benefit until he or she dies.

Please see Survivor Benefits of Designated Domestic Partners on page 18 for more information on the requirements that must be met for your partner to be considered an eligible domestic partner for purposes of the Plan.

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## Special Circumstances May Apply to Your Benefits from the Plan

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### If You Receive Benefits You Face Tax Consequences

In general, benefit payments from the Plan will be subject to federal income taxes. They may be subject to state and local income taxes, too.

*If you elect a lump sum:*

The Company is required to withhold federal income taxes equal to 20% of the taxable portion of your payment, unless it is directly rolled over into a traditional IRA or eligible employer plan.

*If (i) you are not at least age 55 at the time you leave the Company or (ii) at least age 59½ at the time payment is made to you or (iii) another exception applies:*

Your distribution may be subject to a 10% early payment penalty tax in addition to regular income taxes unless it is rolled over to an eligible retirement plan. Generally, your distribution will be eligible for rollover if it is paid as a single lump sum payment. More information on the additional 10% tax is available on IRS Form 5329.

You are responsible to comply with applicable federal, state and local tax laws and regulations when you receive the distribution. You will receive more information about the tax rules when you request a benefit. Because taxes are complicated and subject to change, you may want to consult a tax advisor before you begin to receive benefits.

### If You Become Disabled While Actively Employed

If you become disabled while employed in an eligible work-category, you will continue to earn years of Benefit and Vesting Service as though you were still an active employee until you qualify for early or normal retirement. Your Final Average Compensation and average Social Security Wage Base will be determined as of the date you became disabled. However, if you are an M&A Employee, you will not be eligible for this treatment unless you became disabled before December 31, 2013.

This Plan will consider you disabled if either of the following situations occurs:

Before Age 55	On or After Age 55
You have an illness or injury that totally and permanently prevents you from performing the duties of any occupation or employment.	You have an illness or injury that totally and permanently prevents you from performing the duties of your prior normal occupation or employment or any comparable occupation or employment.

**You may retire as of the first day of the month after the later of (1) the date you became disabled; or (2) the date you are eligible to retire under this Plan. In all cases, you stop accruing any benefits under this Plan when you start to receive benefits from this Plan.**

If you incur a separation from the Company while disabled, and later recover, you must return to work within 60 days following your recovery, and remain at work for one year, in order to receive Vesting or Benefit Service for your period of disability.

If you recover from a disability, are able to return to work, but do not return to work, you will receive Vesting and Benefit Service until your date of disability, but not beyond.

### **Survivor Coverage of Spouse**

The Plan pays a benefit to your spouse if you die before you begin to receive benefits. This is called "survivor benefit coverage." To help pay the cost of survivor benefit coverage, your retirement benefit is reduced by 0.25% per year for every year from when you leave the Company until you begin to collect benefits.

You may waive this survivor benefit coverage. Simply return the appropriate form to the United Airlines Benefits Center with your spouse's irrevocable, notarized written consent.

You may revoke the waiver at any time before your benefits begin and survivor benefit coverage takes effect. The waiver is not effective if you remarry, so you would need to submit a new waiver if you again wish to waive coverage after your remarriage. Also, you must submit a new waiver when you attain 35 years of age if you previously waived survivor benefit coverage.

### **If You Die**

If you die before payments begin and you were married and you did not waive survivor benefit coverage as described above, your spouse will receive a monthly annuity equal to the survivor's portion of the benefit that would have been payable if you:

- Terminated employment with the Company on the earlier of the date you leave the Company or the date of your death
- Elected to begin benefits at your earliest possible retirement date (or first of the month following death if you were already eligible), and
- Elected the 50% joint and survivor annuity.

The resulting survivor's annuity benefit will be 50% of the annuity you would have received if you had survived and elected to start receiving a 50% joint and survivor annuity at that same date.

Situation	Rule
You were receiving benefits at the time of your death.	The amount payable to your spouse depends on the form of payment you elected as listed on page 15.
You were not eligible to begin receiving benefits at the time of your death.	The survivor benefit will begin for your spouse as of the earliest date you would have become eligible for payment.
You were eligible for early or normal retirement at the earlier of when you died or terminated employment with the Company.	Your spouse has the option of electing to receive the survivor benefit as a lump sum or an annuity benefit.
You die when the surviving spouse portion of your vested benefit is \$5,000 or less.	Your spouse will receive an automatic lump sum payment of the survivor benefit to an IRA for your spouse, unless your spouse otherwise directs payment.
You are a vested, terminated employee, and you die before you begin to receive benefits	Your spouse will receive the survivor benefits as of the earliest date you would have become eligible for payment unless you waived surviving benefit coverage.
Surviving spouse dies before you would have become eligible for early retirement, or you were not married and had no designated Domestic Partner when you died.	No benefit will be paid.

### Survivor Benefits of Designated Domestic Partners

If you die or begin to receive Plan benefits on or after October 1, 2010, your designated domestic partner may be eligible to receive domestic partner survivor benefits under the Plan. To be eligible to be a designated domestic partner under the Plan, your domestic partner must be mentally competent to enter into contracts, at least age 18, and the two of you must meet the following requirements for at least six months:

- Must not be married and must not be the legal domestic partner of anyone else,
- Must not be married and must be each other's sole domestic partner,
- Must live together in the same principal residence,
- Must be emotionally committed to each other and share joint responsibilities for your common welfare and financial obligations in a relationship intended to be permanent, and
- Must not be related by blood or adoption closer than is allowable for marriage in the state in which you reside.

Alternatively, your domestic partner is eligible to receive these benefits if you are not married and if your domestic partner resides with you in a state that recognizes the legal status of a civil union and who has been joined with you in a civil union under the laws of that state if you provide the Plan Administrator with a copy of your civil union certificate from the appropriate state governmental body.

If you satisfy the above requirements, you may designate your domestic partner as your beneficiary for purposes of the domestic partner preretirement survivor annuity and/or the domestic partner joint and survivor annuity. To designate a domestic partner or to remove the designation of a previous domestic partner, you must provide the documentation required by the Plan Administrator. Call the United Airlines Benefits Center for instructions. You may not designate a new domestic partner for at least six months following the date you remove the designation of a previous partner.

The Domestic Partner Preretirement Survivor Annuity will only be paid if you have properly submitted all documentation to designate a Domestic Partner as required by the Plan Administrator.

### **Domestic Partner Preretirement Survivor Annuity**

If you die before payments begin, your designated Domestic Partner will receive a monthly annuity equal to the survivor's portion that would have been payable if you:

- Terminated employment with the Company on the earlier of the date you leave the Company or the date of your death
- Elected to begin benefits at your earliest possible retirement date (or first of the month following death if you were already eligible), and
- Elected the 50% domestic partner joint and survivor annuity.

The resulting survivor annuity benefit will be 50% of the annuity you would have received if you had survived and elected to start receiving a 50% joint and survivor annuity at that same date.

The following chart describes the benefit, if any, that is payable:

Situation	Rule
You were receiving benefits at the time of your death.	The amount payable to your designated domestic partner depends on the form of payment you elected as listed on page 15.
You were not eligible to begin receiving benefits at the time of your death.	The domestic partner survivor benefit will begin as of the earliest date you would have become eligible for payment.
You were eligible for early or normal retirement when you died or terminated employment with the Company.	Your designated domestic partner has the option of electing to receive the domestic partner survivor benefit as a lump sum or an annuity benefit.
You die when the surviving domestic partner portion of your vested benefit is \$5,000 or less.	Your designated domestic partner will receive an automatic lump sum payment.
You are a vested, terminated employee, and you die before you begin to receive benefits.	Your designated domestic partner will receive domestic partner survivor benefits as of the earliest date you would have become eligible for payment.
Your designated domestic partner dies before you would have become eligible for early retirement, or you did not have a designated domestic partner when you died.	No domestic partner survivor benefit will be paid.

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## Certain Conditions or Situations May Affect Benefits

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### **Adjustments to Eligible Compensation Earned from 1992 through 1994**

Special provisions apply to compensation you may have earned from the Company for 1992, 1993 and 1994:

Plan Year Ending	Definition of Compensation
December 27, 1992	104% of your eligible compensation as described on page 7
December 27, 1993	105% of your eligible compensation as described on page 7
December 27, 1994	101% of your eligible compensation as described on page 7

### **Leaves of Absence**

You may be able to continue your participation during leaves of absence under this Plan under certain circumstances.

#### **Continuation of Participation While on Approved Leaves of Absence (other than military leave)**

If you take an approved unpaid leave of absence (other than military leave), you will continue to participate in the Plan as if you were an active employee for purposes of being credited with up to 501 hours of Vesting Service. You will not be credited with Benefit Service while on leave except while on certain designated Company-offered leaves while you are in an eligible work-category. You cannot commence a final distribution of your benefit if on a leave but, rather, must retire and incur a separation.

#### **Continuation of Participation for Employees in the Uniformed Services (USERRA)**

Under the provisions of the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), your participation in the Plan may generally continue if you take a leave from an eligible work-category to serve in the "Uniformed Services". Uniformed Services for this purpose means the Armed Forces (i.e., Army, Navy, Air Force, Marines Corps, Coast Guard), the reserve components of the Armed Services, the Army National Guard/ Air National Guard (when engaged in active duty for training, inactive duty training, or full-time National Guard duty), the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency.

Upon reinstatement at the Company from such military leave, your leave will not constitute a break-in-service and you will receive Vesting Service credit under the Plan up to the maximum required by law. If you were in an eligible work-category prior to such military leave and return to the Company, upon reinstatement from such military leave, you will receive Benefit Service credit under the Plan up to the maximum required by law. If your cumulative military leave exceeds the maximum allowed under law, the Plan does not provide Vesting or Benefit Service for such period.

## Continuation of Participation While on a Family and Medical Leave

If you meet the eligibility requirements for family medical leave, you may take up to 12 weeks of leave for certain family and medical situations. An absence qualifying under the Family and Medical Leave Act (FMLA) will not constitute a break in service for purposes of this Plan. In addition, you will continue to earn Vesting Service during such leave.

## Loss of Benefits

Under certain circumstances, your benefits may be delayed or reduced.

- **Termination:** No benefits are payable if your employment with the Company terminates for any reason before you are vested.
- **Application:** Benefits could be delayed if you do not apply for benefits in a timely manner or fail to provide information requested by the Company.
- **Changes:** Benefits could be delayed if you do not notify the Benefits Administrator of a change in your address.
- **Court Order:** Part of your benefit may be payable to someone other than you or your spouse if a court order concerning child support, alimony or marital property rights provides for it.
- **Plan/Law:** No benefits are payable unless provided by the Plan or under applicable law.

## Benefit Limits

Federal laws that govern pension plans set annual limits on the amount of pay the Plan can consider when calculating your benefit. The limit applied by the Plan is \$170,000 beginning with pay earned in 2000. Other limits applied prior to 2000.

In addition, this Plan contains certain limitations on the amount of benefits that can be distributed to the 25 highest paid employees of the Company. These restrictions may, among other things, limit the value of lump sums that may be paid to these affected employees.

## Funding-Based Restrictions

The Pension Protection Act of 2006 (PPA) imposes the following benefit restrictions on the Plan during any period when its funded status is less than described below on an adjusted funding target attainment percentage (AFTAP) basis:

- **Accelerated benefit distributions:** When the Plan has an AFTAP below 80%, no more than 50% of your benefit under the Plan or the present value of the maximum PBGC guaranteed benefit, whichever amount is smaller, can be paid in a form other than an annuity. When the Plan has an AFTAP below 60%, no Plan benefits may be paid in a form other than an annuity. During any period that the Company is in Chapter 11 bankruptcy, no Plan benefits may be paid in a form other than an annuity, unless the Plan has an AFTAP of at least 100%.
- **Plan amendments:** No Plan amendment that increases benefits, establishes new benefits, or changes benefit accruals or vesting can take effect unless the Plan has an AFTAP (calculated after taking into account the impact of the amendment) of at least 80%.
- **Benefit accruals:** No benefits may be accrued under the Plan during any period when the Plan has an AFTAP less than 60%.

- **Contingent event benefits:** No unpredictable contingent event benefits may be paid under the Plan during any period when the Plan has an AFTAP (calculated after taking into account the impact of such benefits) less than 60%.

The funding target attainment percentage for the Plan is reported in the annual funding notice provided to participants by no later than 120 days after the end of the plan year.

### **“Top Heavy” Plan**

Under a complicated set of IRS rules set out in the Plan document, the Plan may become “top heavy.” This happens if more than 60% of the contributions or benefits have been allocated to “key employees.” The Plan Administrator is responsible to determine if the Plan is top heavy each year. In the unlikely event that this occurs, non-key employees may be entitled to certain minimum benefits and subject to special vesting provisions. Special rules will apply. If the Plan becomes top heavy, the Plan Administrator will advise you of your rights.

### **The Plan’s Future**

The Company reserves the right to amend, modify, suspend or terminate the Plan, in whole or in part, in accordance with the Plan provisions. Plan amendment, modification, suspension or termination may be made for any reason (including changes in applicable laws and changes in the Company’s circumstances or financial condition) and at any time, any of which may, in certain circumstances, result in the reduction or elimination of benefits or other features of the Plan to the extent allowed by law.

If the Plan is completely or partially terminated, affected participants will become fully vested in the benefits they have accrued to that point to the extent such benefits are funded. In the event of a complete Plan termination, benefits will be distributed in any manner permitted by the Plan as soon as practicable. Any excess funds will revert to the Company.

### **Pension Benefit Guaranty Corporation**

Your pension benefits under the Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers:

- Normal and early retirement benefits
- Disability benefits if you become disabled before the Plan terminates, and
- Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates
- Some or all benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates

- Benefits that are not vested because you have not worked long enough for the Company
- Benefits for which you have not met all the requirements at the time the Plan terminates, and
- Lump sums exceeding \$5,000.

Even if certain benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on the amount of money in the Plan and how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, DC 20005-4026 or call 1-202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800- 877-8339 and ask to be connected to 1-202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's Web site on the Internet at [www.pbgc.gov](http://www.pbgc.gov).

### **Limitation on Assignment**

Your rights and benefits under this Plan cannot be assigned, sold, transferred or pledged by you or your beneficiary or reached by your or your beneficiary's creditors or anyone else except under limited circumstances. However, the law does permit the assignment of all or a portion of your interest in the Plan as part of a valid Qualified Domestic Relations Order (QDRO). A QDRO is a legal judgment, decree or order that recognizes the rights of an alternate payee under the Plan with respect to child support, alimony or marital property rights. Only a valid QDRO will allow a portion or all of your benefit to be assigned to an alternate payee such as a spouse, former spouse or child.

The court order must meet specific requirements to be recognized by the Plan Administrator as a QDRO as well as follow specific procedures regarding the amount and timing of payments. Participants and beneficiaries may obtain, without charge, a copy of the procedures governing QDROs under the Plan from the Plan Administrator through Your Benefits Resources™ or by calling the United Airlines Benefits Center.

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## Administrative Information

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### Summary Plan Description

This Summary Plan Description (SPD) provides important benefit program and Plan information. If differences exist between the SPD and the Plan document, the Plan document always governs. The Plan document is on file with the Plan Administrator. You may review copies at the United Benefits Department during normal business hours, or you may request a copy for your personal use by calling or writing the Plan Administrator. A reasonable charge may apply for any copies you request.

### Terms to Know

- Company: Continental Airlines, Inc. for periods prior to April 1, 2013 and United Airlines, Inc. for periods beginning on and after April 1, 2013.
- Affiliate: Any corporation controlled by, controlled or under common control with the Company
- Participating Affiliate: An affiliate that adopted this Plan.

### General Description

The Plan is a defined benefit pension plan. Benefits from this Plan are determined using a formula that takes into account your age, your pay, and your years of service. The Plan's assets, consisting of the Company's contributions and the income thereon, are placed in a trust fund and invested by the Plan's trustee.

This information about the administration of the Plan is provided in compliance with the Employee Retirement Income Security Act of 1974, as amended (ERISA). While you should not need these details on a regular basis, the information may be useful if you have specific questions about the Plan.

The administration of the Plan occurs under the supervision of the Plan Administrator. To the fullest extent permitted by law, and in accordance with Plan provisions, the Plan Administrator will have the discretion to determine all matters relating to eligibility, plan interpretation, coverage and benefits under the Plan. Decisions by the Plan Administrator or any other authorized delegates will be final and binding on all parties.

### Claims and Appeals Process

If you have any questions about the Plan or if you wish to make a claim for benefits, you should contact the Benefits Administrator. If you feel you have a right to a benefit under the Plan that you have not received, you may file a claim for the benefit with the Benefits Administrator, at the address listed on page 31.

## **Time Frame for Claim Determinations**

You must submit a written claim to receive Plan benefits. If the Benefits Administrator determines that your right to the requested benefit, payable at the time or times and in the form requested, is not clear, it shall refer the claim to the Administrative Committee for review and determination. The referral shall include:

- All materials submitted to the Benefits Administrator by you in connection with the claim
- A written description of why the Benefits Administrator felt the claim was not clear
- A description of all Plan provisions pertaining to the benefit claim
- Where appropriate, a summary as to whether such Plan provisions have in the past been consistently applied with respect to other similarly situated claimants
- Such other information as may be helpful or relevant to the Administrative Committee in its consideration of the claim.

If your claim is referred to the Administrative Committee, you may examine any relevant documents relating to your claim and may submit written comments or other information to the Administrative Committee to supplement your benefit claim.

Within 30 days of receipt of the benefit claim referral (or longer if necessary due to unusual circumstances or to allow you to submit comments), but in any event not later than will permit the Administrative Committee sufficient time to fully and fairly consider the claim and make a determination within the time frame provided below for an adverse benefit determination, the Administrative Committee shall consider the referral and make a decision as to whether it is to be approved, modified or denied. If the claim is approved, the Administrative Committee shall direct the Benefits Administrator to process the approved claim as soon as administratively practicable.

If you receive an adverse benefit determination, the Benefits Administrator or Administrative Committee will provide you with a written notice of the adverse determination within a reasonable period of time, but not later than 90 days after receipt of the claim by the Benefit Administrator (or within 180 days if special circumstances necessitate an extension of the 90-day period and you are informed of such extension in writing before the initial 90-day period expires of the special circumstances and the date by which the benefit determination will be rendered).

## **If You Receive an Adverse Benefit Determination**

The Benefits Administrator or Administrative Committee will provide you with a written notification of any adverse benefit determination, which will set forth:

- The specific reason(s) for the adverse benefit determination
- References to the specific Plan provisions on which the adverse determination is based
- A description of any additional material or information necessary for you to perfect the claim and an explanation of why that material or information is necessary, and
- A description of the Plan's review procedures and time limits applicable to these procedures, including a statement of your right, if any, to bring a civil action under ERISA after an adverse determination on review.

## **Procedures for Appealing an Adverse Benefit Determination**

You have 60 days following the receipt of a notification of an adverse benefit determination within which to appeal the determination. You have the right to:

- Submit a written request to the Administrative Committee for review within 60 days of receipt of a notification of an adverse benefit determination
- Submit written comments, documents, records and other information relating to the claim for benefits to the Administrative Committee
- Have all comments, documents, records and other information relating to the claim for benefits considered on review regardless of whether this material was considered in the initial benefit determination, and
- Reasonable access to and copies of all documents, records and other information relevant to your claim for benefits (free of charge upon request) (for this purpose, a document, record or other information is considered relevant if it (1) was relied upon for the benefit determination, (2) was submitted, considered or generated without regard to whether such documents, records or other information were relied upon in making the benefit determination, and (3) demonstrates compliance with the Administrative Committee's processes and safeguards for ensuring consistent decision making).

## **Review of Claim Denial**

The Administrative Committee will notify you of its final benefit determination within a reasonable period of time, but not later than 60 days following the receipt of the request for review, unless the Administrative Committee determines that special circumstances require an extension of time for processing the review of the adverse benefits determination. If the Administrative Committee determines that such extension of time is required, written notice of the extension (which shall indicate the special circumstances requiring extension and the date by which the Administrative Committee expects to render the determination on review) shall be furnished to you prior to the termination of the initial 60-day review period. In no event shall such extension exceed a period of 60 days from the end of the initial 60-day review period. If an extension is required due to your failure to submit information necessary to decide your claim, the period for deciding the appeal will be suspended from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

The notice of an adverse benefit determination upon review will contain all of the following information:

- The specific reason(s) for the adverse benefit determination
- References to the specific Plan provisions on which the benefit determination is based
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim (as defined above), and
- A statement describing any voluntary appeal procedures offered by the Plan, your right to obtain information about these procedures and a statement of your right, if any, to bring an action under ERISA.

## **Exhaustion of Review Remedies**

You must properly file a formal claim for benefits and request a review of any complete or partial denial before seeking a review of your claim for benefits in a court of law. The Administrative Committee's decision on a Review of Claim Denial (see preceding section) shall be final. After the Administrative Committee provides this final decision, you may have the right to file suit in accordance with your rights under ERISA. In the case of a collectively bargained participant, no legal action for benefits may be brought unless authorized under the Railway Labor Act, and then such action may be brought solely in a federal court of competent jurisdiction.

## **Authorized Representative**

An authorized representative may act on your behalf in pursuing a benefit claim or an appeal of an adverse benefit determination. An individual or entity will only be determined to be your authorized representative for such purposes if you provide the Administrative Committee with a written statement identifying such individual or entity as your authorized representative and describing the scope of the authority of such authorized representative. In the event you identify an individual or entity as your authorized representative in writing to the Administrative Committee but fail to describe the scope of the authority of such authorized representative, the Administrative Committee shall assume that such authorized representative has full powers to act with respect to all matters pertaining to your benefit claim under the Plan or appeal of an adverse benefit determination with respect to such benefit claim.

## **Collective Bargaining Agreement**

The Plan is maintained pursuant to the following collective bargaining agreements:

- The agreement by and between United and the International Association of Machinists & Aerospace Workers representing employees comprising the class or craft of Fleet Services Employees as certified by the National Mediation Board in Case R-7286 on August 12, 2011. (Fleet Service Employees 2016-2021 Agreement)
- The agreement by and between United and the International Association of Machinists & Aerospace Workers representing employees comprising the class or craft of Fleet Technical Instructors as certified by the National Mediation Board in Case R-7334 on September 17, 2012. (Fleet Technical Instructors and Related Employees 2016-2021 Agreement)
- The agreement by and between United and the International Association of Machinists & Aerospace Workers representing employees comprising the class or craft of Passenger Service Employees as certified by the National Mediation Board in Case R-7313 on March 8, 2012. (Passenger Service Employees 2016- 2021 Agreement)
- The agreement by and between United and the International Association of Machinists & Aerospace Workers representing employees comprising the class or craft of Stock Clerk Employees as certified by the National Mediation Board in Case R-7285 on July 1, 2011. (Storekeeper Employees 2016-2021 Agreement)
- The agreement by and between United and the International Brotherhood of Teamsters representing employees composing the class or craft of Mechanics and Related employees as certified by the National Mediation Board in Case R-7363 on August 6, 2013, and the class or craft of Flight Simulator Technician and Related Employees as certified by the National Mediation Board in Case R-7353 on September 5, 2013. (Mechanics 2016-2021 Agreement)

- The agreement by and between United and the Association of Flight Attendants — CWA representing the class or craft of Flight Attendants as certified by the National Mediation Board. (Flight Attendant 2016-2021 Agreement)
- The agreement by and between United and the Professional Airline Flight Control Association representing the class or craft of Dispatchers as certified by the National Mediation Board in Case R-7408 on October 29, 2014. (Dispatchers 2016-2021 Agreement)A copy of the collective bargaining agreements may be obtained by participants and beneficiaries upon written request to the Plan Administrator. These agreements are also available for review during normal business hours, 8:30 a.m. to 5:30 p.m., at 233 S. Wacker Drive, WHQHR, Chicago, IL 60606.

### **Reservation of Rights**

The Company does not guarantee that these benefits will continue, and the offering of such benefits and the enrollment in the various plans and programs does not guarantee your employment.

### **Plan Administration**

The Company serves as Plan Administrator for the Plan. The Company may delegate any of its powers and responsibilities as Plan Administrator, and it may contract with others to perform certain administrative functions of the Plan.

Terminating plans, making or suspending Company contributions, and amending plans and trust agreements are settlor functions, which means they are made by the Company in its nonfiduciary, nonadministrative capacity. All decisions, acts, and omissions with respect thereto are final, binding and conclusive on all persons and are not subject to review.

### **Plan Interpretation**

To the fullest extent permitted by law, and by the Plan document, the Administrative Committee has exclusive discretion to determine all matters relating to eligibility, coverage and benefits. The Administrative Committee also has the exclusive discretion to determine all matters relating to interpretation and operation. Decisions by the Administrative Committee are final and binding.

### **Administrative Committee**

The Administrative Committee performs certain functions related to the administration of the Plan and has discretion to determine appropriate courses of action in light of the reason and purpose for which the benefit program at issue is established and maintained.

The Administrative Committee has full discretionary authority to interpret all Plan documents, to make all interpretive and factual determinations as to whether any individual is entitled to receive any benefits under the terms of the Plan, and to review adverse benefit determinations. Any construction of the terms of any Plan document and any determination of fact adopted by the Administrative Committee shall be final and legally binding on all parties.

## **Investment Committee**

The Investment Committee monitors the management and investment of the assets of the Plan.

## **Receiving Advice**

The Company cannot advise you regarding tax, investment or legal considerations relating to the Plan. Therefore, if you have questions regarding these matters, you should seek advice from a personal advisor.

## **Plan Document**

Copies of the official Plan document, as well as the annual reports of Plan operations and the summary plan descriptions of the Plan filed with the U.S. Department of Labor, are available for review, without charge, by any Plan Participant, spouse or beneficiary at the following location:

United Airlines, Inc.  
Benefits Department – WHQHR  
233 S. Wacker Drive  
Chicago, IL 60606

If the individual document(s) are requested, they will be sent within 30 days after your written request is received by the United Airlines Benefits Department. You must pay a reasonable charge for copies.

You have a right to examine these documents and other plan reports and descriptions during normal office hours and can obtain copies for your personal use as a participant or beneficiary.

## **Plan Name**

The Continental Retirement Plan.

## **Plan Year**

The Plan year is December 28 to December 27.

## **Employer Identification Number**

The Employer Identification Number (EIN) assigned by the Internal Revenue Service to United Airlines, Inc. is 74-2099724.

## **Plan Number**

The Plan Number assigned to the Plan is 010.

## **Plan Sponsor and Employer whose Employees are Covered by the Plan**

United Airlines, Inc.  
Benefits Department – WHQHR  
233 S. Wacker  
Chicago, IL 60606  
1-877-825-3729

**Plan Administrator**

United Airlines, Inc.  
c/o United Airlines Retirement Plans Administrative Committee – WHQHR  
233 S. Wacker Drive  
Chicago, IL 60606  
1-877-825-3729

**Benefits Administrator**

Alight Solutions  
United Airlines Benefits Center  
4 Overlook Point  
PO Box 1508  
Lincolnshire, IL 60069-1508

**Administrative Committee**

United Airlines Retirement Plans Administrative Committee – WHQHR  
233 S. Wacker Drive  
Chicago, IL 60606  
1-877-825-3729

**Investment Committee**

Continental Retirement Plan Investment Committee United Airlines, Inc. – WHQUE  
233 S. Wacker, Suite 1400  
Chicago, IL 60606

**Service of Legal Process**

Corporate Secretary  
United Continental Holdings, Inc.  
233 S. Wacker Drive  
Chicago, Illinois 60606  
Legal process also can be served on the Plan Administrator or trustee.

**Plan Trustee**

The Northern Trust Company  
50 South LaSalle Street  
Chicago, Illinois 60603

## ERISA Rights

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

### Receive Information about the Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites and union halls, all documents governing the Plan, including any applicable collective bargaining agreement and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including any applicable collective bargaining agreement, copies of the latest annual report (Form 5500 Series) and the updated SPD. The administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your pension benefit would be at normal retirement age under the Plan if you stop working now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to obtain a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The plan must provide the statement free of charge.

### Prudent Actions by Plan Fiduciaries

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

## Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file a suit in a state or federal court, but only after you have exhausted the claims and appeals procedures as described in the "Claims and Appeals Process" section on page 25. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

In the case of a collectively bargained participant, some or all of these rights may be preempted by the provisions of the Railway Labor Act.

## Assistance with Your Questions

If you have any questions about the Plan, you may contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## APPENDIX A

### PRIOR BENEFIT SERVICE

Effective January 1, 2001 until March 31, 2013, (assuming you became a participant) your Benefit Service was generally counted from your date of hire with the companies listed below while you were in an eligible work- category (prior to January 1, 2001, Benefit Service in an eligible work-category was generally counted from January 1, 1984).

Included <sup>1</sup>	Not Included
<ul style="list-style-type: none"> <li>• Continental Airlines, Inc.</li> <li>• Continental Airlines Management Services Inc. Continental Computer Services</li> <li>• Cargo Development Group, Inc.</li> <li>• CAL Newark</li> <li>• Frontier Airlines</li> <li>• New York Airlines, Inc.</li> <li>• People Express, Inc.</li> <li>• People Express Airlines, Inc.</li> <li>• Precision Remanufacturing Organization, Inc. Texas Air Corporation</li> <li>• Texas International Airlines, Inc.</li> </ul>	<ul style="list-style-type: none"> <li>• Eastern Airlines</li> <li>• System One</li> <li>• United Air Lines, Inc. (for service during periods on or before March 31, 2013)</li> </ul>

<sup>1</sup> Benefit Service while in an eligible work-category is included to the extent required by ERISA or the Internal Revenue Code, or as otherwise provided by agreement of the Company subject to the limitations set forth below.

If you were employed by Continental on March 31, 2013 and you were actively participating in the Plan on such date, your employment with United in an eligible work-category after March 31, 2013 will count as Benefit Service; however, you stopped earning such Benefit Service on December 31, 2013 if you were or are an M&A Employee. Unless you are covered by an applicable collective bargaining agreement that requires participation in the Plan, anyone hired after March 31, 2013 will not receive any Benefit Service under the Plan.

In addition, beginning with your date of hire, periods of active employment with the organizations listed on the “included” section of the chart above count for Eligibility and Vesting Service until March 31, 2013. In addition, periods of active employment with United after March 31, 2013 will count as Eligibility Service and Vesting Service: however, you will not earn Benefit Service in the Plan unless for any period of employment with United, you are employed in an eligible work-category covered by the Plan.

You are only credited with Benefit Service with the Company prior to September 1, 1988 if you meet one of the following requirements:

- You were an employee on payroll and actively providing services for the Company or its Participating Affiliate on April 27, 1993  
OR
- You took early retirement, normal retirement, or left the Company due to disability or death between December 28, 1988 and April 27, 1993  
OR
- You were on a Company-offered leave, disability leave, occupational injury leave, maternity leave, military leave, career training leave, or union leave of absence from the Company or its Affiliate on April 27, 1993  
OR
- You were on a furlough, medical leave, personal leave, parental leave, educational leave or involuntary leave of absence from the Company or its Participating Affiliate on April 27, 1993, or you transferred from the Company or its Affiliate to Electronic Data Systems, Inc. (EDS) in connection with the Company's and Affiliate's 1991 contracts with EDS and remained employed by EDS and primarily dedicated to performing services for the Company or its Affiliate on April 27, 1993.

You are only credited with Benefit Service with the Company prior to January 1, 1984 if:

- You are not a Technical Operations Participant and have an Hour of Service on or after April 1, 2000  
OR
- You are a Technical Operations Participant and have an Hour of Service on or after January 1, 2004.

