

PRELIMINARY OFFICIAL STATEMENT DATED SEPTEMBER 18, 2017

NEW ISSUE—BOOK-ENTRY ONLY

Rating: See “RATING” herein.

In the opinion of Becker Stowe Partners LLC, Bond Counsel to the City, under existing laws, regulations, rulings, and judicial decisions, and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Bonds (as defined below) is excludable from gross income for federal income tax purposes, except for any period during which such Bond is held by a “substantial user” of the facilities refinanced by the Bonds or a “related person” as those terms are used in Section 147(a) of the Internal Revenue Code of 1986, as amended, but is an item of tax preference in calculating the federal alternative minimum tax liability of individuals, trusts, estates and corporations. Also in the opinion of Bond Counsel to the City, under existing law, interest on the Bonds is exempt from Colorado income tax. See “TAX MATTERS” herein for a more detailed discussion.

\$ _____^{*}
CITY AND COUNTY OF DENVER, COLORADO
for and on behalf of its Department of Aviation
Special Facilities Airport Revenue Refunding Bonds
(United Airlines, Inc. Project)
Series 2017

Dated: Date of Delivery**Maturities, interest rates and yields as shown on inside front cover hereof**

The City and County of Denver, Colorado (the “City”), for and on behalf of its Department of Aviation, is issuing its _____^{*} Special Facilities Airport Revenue Refunding Bonds (United Airlines, Inc. Project), Series 2017 (the “Bonds”) for the purpose of refinancing certain airport special facilities for United Airlines, Inc. (“United”) at the Denver International Airport (the “Airport”). The Bonds will be issuable as fully registered bonds in the denominations of \$100,000 and any integral multiple of \$5,000 in excess thereof. The Bonds, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), to which payments of principal and interest on the Bonds will be made. Individual purchases will be made in book-entry form only. Purchasers of the Bonds will not receive physical delivery of bond certificates. Interest on the Bonds will be payable commencing April 1, 2018, and thereafter semiannually on October 1 and April 1 of each year, until maturity or prior redemption, on each interest payment date.

The Bonds will be subject to mandatory redemption prior to maturity on October 1, 2023 if the Lease (as defined below) is not extended, and upon such earlier or later dates and the occurrence of certain other events as more fully described herein. See “THE BONDS—Redemption of Bonds.”

The Bonds will be special, limited obligations of the City, for and on behalf of its Department of Aviation, payable from and secured by a pledge of certain of the revenues to be received by the City pursuant to a 2017 Amended and Restated Special Facilities and Ground Lease between the City and United (the “Lease”). Pursuant to a Guaranty by United (the “Guaranty”), the payment to ZB, National Association, d/b/a Zions Bank, the Paying Agent, of all amounts required for the full and prompt payment of the principal of, premium, if any, and interest on the Bonds will be unconditionally guaranteed by



Neither the facilities financed or refinanced with the proceeds of the Bonds nor any other of the properties of the City will be subject to any mortgage or other lien for the benefit of the owners of the Bonds, and neither the full faith and credit nor the taxing power nor any general airport system revenues of the City for and on behalf of its Department of Aviation, will be pledged to the payment of the Bonds. The Bonds will not constitute debt or indebtedness or general financial obligations of the City, including its Department of Aviation, the State of Colorado or any county, municipality or political subdivision or agency of the State of Colorado within the meaning of any constitutional, charter or statutory limitation of the City or the State of Colorado.

INVESTMENT IN THE BONDS INVOLVES SIGNIFICANT RISKS AND MAY NOT BE SUITABLE FOR ALL INVESTORS. SEE “RISK FACTORS” HEREIN FOR A DISCUSSION OF CERTAIN FACTORS THAT SHOULD BE GIVEN PARTICULAR ATTENTION BY PROSPECTIVE PURCHASERS OF THE BONDS.

This cover page and the inside cover page hereto contain certain information for quick reference only. They are not intended to be a summary of all factors relating to an investment in any of the Bonds. Investors are advised to read the Official Statement in its entirety before making an investment decision.

The Bonds will be offered when, as and if issued, subject to the approval of their validity by Becker Stowe Partners LLC, Denver, Colorado, as Bond Counsel. Certain legal matters will be passed upon for the City by Kristin Bronson, City Attorney; for the Underwriters by O’Melveny & Myers LLP; and for United by Norton Rose Fulbright US LLP, special counsel and Colorado counsel to United, and by Richa Himani, Senior Managing Counsel for United. It is expected that the Bonds will be available for delivery through the facilities of DTC in New York, New York, on or about September __, 2017.

Citigroup

Barclays

BBVA

Siebert Cisneros Shank & Co., L.L.C.

*Preliminary, subject to change
 September __, 2017

This Preliminary Official Statement and the information herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under applicable securities laws of any such jurisdiction.

\$ _____⁽¹⁾
CITY AND COUNTY OF DENVER, COLORADO
for and on behalf of its Department of Aviation
Special Facilities Airport Revenue Refunding Bonds
(United Airlines, Inc. Project)
Series 2017

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP⁽²⁾</u>
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⁽¹⁾ Preliminary, subject to change.

⁽²⁾ CUSIP numbers have been assigned by an independent company not affiliated with the City and are included solely for the convenience of the owners of the Bonds. None of the City, United, or the Underwriters are responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the Bonds or as indicated above. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

This Official Statement does not constitute an offer to sell the Bonds in any jurisdiction to any person to whom it is unlawful to make such offer in such jurisdiction. No dealer, salesperson or other person has been authorized by the City, the underwriters as shown on the cover of this Official Statement (the “Underwriters”) or United to give any information or to make any representations other than those contained herein (including Appendices) in connection with the offering made hereby and, if given or made, such information or representations must not be relied upon as having been authorized by the City, the Underwriters, United or any other person. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale hereunder shall under any circumstances create any implication that there has been no change in the matters described herein since the date hereof.

The information contained in this Official Statement under the caption “NO CITY LITIGATION” has been furnished by the City. All other information contained in this Official Statement has been obtained by United and sources other than the City and its Department of Aviation that are deemed reliable.

The order and the placement of materials in this Official Statement, including the Appendices, are not to be deemed a determination of relevance, materiality or importance, and this Official Statement, including the Appendices, must be considered in its entirety. The captions and headings in this Official Statement are for convenience only and in no way define, limit or describe the scope or intent of, or affect the meaning or construction, of any provisions or sections of this Official Statement. The offering of the Bonds is made only by means of this entire Official Statement.

This Official Statement is submitted in connection with the initial offering and sale of the Bonds and may not be reproduced or used, in whole or in part, for any other purpose. **IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF ANY OF THE BONDS OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.**

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACT. THE REGISTRATION OR QUALIFICATION OF THE BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAW OF THE STATES IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE

ACCURACY OR DETERMINED THE ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as a part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

This Official Statement is not to be construed as a contract with the purchasers or owners of any of the Bonds. Any statements made in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended merely as opinions and not as representations of fact.

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CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

Certain statements included in or incorporated by reference in this Official Statement are forward-looking and thus reflect the current expectations and beliefs of the City, the Underwriters, or United, as the case may be, with respect to certain current and future events and anticipated financial and operating performance. Such forward-looking statements are and will be subject to many risks and uncertainties relating to United's operations and business environment that may cause actual results to differ materially from any future results expressed or implied in such forward-looking statements. Words such as "expects," "will," "plans," "anticipates," "indicates," "believes," "forecast," "guidance," "outlook," "goals" and similar expressions are intended to identify forward-looking statements.

Additionally, forward-looking statements include statements that do not relate solely to historical facts, such as statements which identify uncertainties or trends, discuss the possible future effects of current known trends or uncertainties, or which indicate that the future effects of known trends or uncertainties cannot be predicted, guaranteed or assured. All forward-looking statements in this Official Statement are based upon information available on the date of this Official Statement. Neither the City, the Underwriters, nor United undertakes any obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events, changed circumstances or otherwise, except as required by applicable law.

United's actual results could differ materially from these forward-looking statements due to numerous factors including, without limitation, the following: its ability to comply with the terms of its various financing arrangements; the costs and availability of financing; its ability to maintain adequate liquidity; its ability to execute its operational plans and revenue generating initiatives, including optimizing its revenue; its ability to control its costs, including realizing benefits from the resource optimization efforts, cost reduction initiatives and fleet replacement programs; costs associated with any modification or termination of its aircraft orders; its ability to utilize net operating losses; its ability to attract and retain customers; potential reputational or other impact from adverse events in its operations; demand for transportation in the markets in which it operates; an outbreak of a disease that affects travel demand or travel behavior; demand for travel and the impact that global economic and political conditions have on customer travel patterns; excessive taxation and the inability to offset future taxable income; general economic conditions (including interest rates, foreign currency exchange rates, investment or credit market conditions, crude oil prices, costs of aircraft fuel and energy refining capacity in relevant markets); its ability to cost-effectively hedge against increases in the price of aircraft fuel, if it decides to do so; economic and political instability and other risks of doing business globally; the effects of any hostilities, act of war or terrorist attack; the ability of other air carriers with whom it has alliances or partnerships to provide the services contemplated by the respective arrangements with such carriers; the effects of any technology failures or cybersecurity breaches; disruptions to its regional network; the costs and availability of aviation and other insurance; industry consolidation or changes in airline alliances; the success of its investments in airlines in other parts of the world; competitive pressures on pricing and on-demand; capacity decisions of United and/or the capacity decisions of its competitors; U.S. or foreign governmental legislation, regulation and other actions (including Open Skies agreements and environmental regulations); the impact of regulatory, investigative and legal proceedings and legal compliance risks; the impact of any management changes; labor costs; its ability to maintain satisfactory labor

relations and the results of any collective bargaining agreement process with its union groups; any disruptions to operations due to any potential actions by its labor groups; weather conditions; and other risks and uncertainties described in the section entitled “RISK FACTORS” of this Official Statement, set forth under Part I, Item 1A, “Risk Factors” in United’s Annual Report on Form 10-K for the fiscal year ended December 31, 2016, as well as other risks and uncertainties set forth from time to time in the reports filed by United with the U.S. Securities and Exchange Commission (the “SEC”). Consequently, the forward-looking statements should not be regarded as representations or warranties by United that such matters will be realized. In making an investment decision, investors must rely on their own examination of the terms of this offering, including the merits and risks involved. The Bonds have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this Official Statement. Any representation to the contrary may be a criminal offense.

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OFFICIAL STATEMENT
relating to

\$ _____*
CITY AND COUNTY OF DENVER, COLORADO
for and on behalf of its Department of Aviation
Special Facilities Airport Revenue Refunding Bonds
(United Airlines, Inc. Project)
Series 2017

INTRODUCTION

This Official Statement is provided to furnish information in connection with the sale by the City and County of Denver, Colorado (the “City”), for and on behalf of its Department of Aviation (the “Department”), of the Special Facilities Airport Revenue Refunding Bonds (United Airlines, Inc. Project), Series 2017 in the aggregate principal amount of \$ _____* (the “Bonds”). The Bonds will be dated the date of delivery and will mature, bear interest and be subject to redemption prior to maturity as set forth on the inside cover of this Official Statement and as described herein.

The City assumes no responsibility for and makes no representations or warranties as to the matters contained in any part of this Official Statement except for the information set forth under the caption “NO CITY LITIGATION.”

The Bonds will be issued pursuant to an Ordinance of the City and County of Denver, Colorado, enacted by the City on September [___], 2017 (the “Ordinance”). See “THE ORDINANCE.”

The proceeds received by the City, for and on behalf of the Department, from the sale of the Bonds will be used to refund all of the outstanding \$270,025,000 City and County of Denver, Colorado, Special Facilities Airport Revenue Refunding Bonds (United Air Lines Project) Series 2007A (the “Refunded Bonds”). The Refunded Bonds were issued to refund all of the outstanding \$261,415,000 City and County of Denver, Colorado, Special Facilities Airport Revenue Refunding Bonds (United Air Lines Project), Series 1992A (the “Series 1992A Bonds”), which were issued to finance certain terminal, Concourse B, aircraft maintenance, ground equipment maintenance, flight kitchen and air freight facilities (the “Facilities”) at the Denver International Airport (the “Airport”). See “THE FACILITIES.”

The City will cause the proceeds of the Bonds to be deposited, disbursed and applied in accordance with the terms of (i) the Ordinance, (ii) the 2017 Amended and Restated Special Facilities and Ground Lease to be dated the date of the execution and delivery of the Bonds, between United Airlines, Inc. (“United”) and the City (the “Lease”), which will amend and restate in its entirety the Special Facilities and Ground Lease, dated as of October 1, 1992, between the City and United Air Lines, Inc. (as predecessor in interest to United), as previously

* Preliminary, subject to change.

amended by the First Amendment to Special Facilities and Ground Lease, dated as of June 28, 2007, between the City and United Air Lines, Inc., and (iii) the 2007A Escrow Agreement to be dated the date of the execution and delivery of the Bonds (the “Escrow Agreement”), among the City, United and ZB, National Association, d/b/a Zions Bank, as escrow agent (the “Escrow Agent”) and as the paying agent for the Refunded Bonds. Under the Lease, United will agree to make payments sufficient to pay the principal of, premium, if any, and interest on the Bonds (“Facilities Rentals”). None of the Facilities, the ground rental payments under the Lease, or the Extended Term Rentals (as described herein) will be pledged as security for the payment of principal of, premium, if any, and interest on the Bonds. See “THE LEASE” and “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

The owners of the Bonds (the “Bondowners”) are entitled to the benefits of a Guaranty, to be dated the date of the execution and delivery of the Bonds (the “Guaranty”) from United and delivered to ZB, National Association, d/b/a Zions Bank, as paying agent (the “Paying Agent”), for the benefit of the Bondowners, pursuant to which United will unconditionally guarantee the full payment of the principal of, premium, if any, and interest on the Bonds when due. See “THE GUARANTY.”

Brief descriptions of the City, the Airport, the Facilities, the Bonds, the Lease, the Guaranty and the Ordinance are included in this Official Statement. Terms not defined herein have the meanings specified in the Ordinance, the Guaranty and the Lease, as appropriate. Such information and descriptions do not purport to be comprehensive or definitive. All references herein to the specified documents are qualified in their entirety by reference to each such document, copies of which are available from United and Citigroup Global Markets Inc. as representative of the underwriters (the “Representative”) during the initial offering period, and all references to the Bonds are qualified in their entirety by reference to the definitive form thereof and the information with respect thereto included in the aforesaid documents. .

INVESTMENT IN THE BONDS INVOLVES SIGNIFICANT RISKS AND MAY NOT BE SUITABLE FOR ALL INVESTORS. SEE “RISK FACTORS” HEREIN FOR A DISCUSSION OF CERTAIN FACTORS THAT SHOULD BE GIVEN PARTICULAR ATTENTION BY PROSPECTIVE PURCHASERS OF THE BONDS.

Certain information with respect to United is furnished herein and in APPENDIX A hereto and incorporated therein by reference from materials on file with the SEC. See “UNITED AIRLINES, INC.” herein. Such information has been provided by United and has not been independently verified by the City, its Bond Counsel, the Underwriters, or their counsel, and none of the City, its Bond Counsel, the Underwriters, or their counsel make any representations or warranties, express or implied, as to the accuracy or completeness of such information. For further information with respect to the business and operations of United, see “UNITED AIRLINES, INC. – Additional Information.” In addition, certain information with respect to the City is furnished herein under the caption “NO CITY LITIGATION.” Such information has been provided by the City and has not been independently verified by United or the Underwriters, and neither United nor the Underwriters make any representations or warranties, express or implied, as to the accuracy or completeness of such information. Further, in connection with the issuance and sale of the Bonds, United will agree to provide certain annual financial information and notices of the occurrence of certain events. See “CONTINUING DISCLOSURE” herein.

The foregoing Introduction contains only a brief summary of certain information contained in this Official Statement. It is not intended to be complete and is qualified by the more detailed information contained elsewhere in this Official Statement.

UNITED AND THE AIRPORT

The Airport is the fourth busiest connecting hub in United's route system both in terms of passengers (based on information provided by individual airports) and flight operations (according to data published by Official Airline Guides, Inc.). United leases a portion of its facilities at the Airport pursuant to an Airport Use and Facilities Lease Agreement between the City and United (the "United Use and Lease Agreement"), and leases the majority of the Facilities (as described herein) pursuant to a Special Facilities and Ground Lease dated as of October 1, 1992 (the "Original Lease"), as amended by a First Amendment to Special Facilities and Ground Lease dated as of June 28, 2007 (the Original Lease together with such First Amendment, the "2007 Amended Lease"), which 2007 Amended Lease will be amended and restated, and replaced in full, by the Lease concurrently with the issuance of the Bonds. See "THE LEASE". Under the United Use and Lease Agreement, United currently leases [39] full service jet gates at the Airport, as well as [a 16-gate Commuter Facility built as an extension to Concourse B]. In 2016, United, together with its regional carriers providing service branded as United Express, accounted for approximately [#] passenger enplanements at the Airport. The Bonds are not secured by any encumbrance, mortgage or other pledge of the Facilities, or other property of the City (including general airport system revenues). The Bonds are only secured by Pledged Revenues as described herein.

THE FACILITIES

The proceeds of the Bonds will be used to refund the Refunded Bonds which were originally issued to refund the Series 1992A Bonds. The Series 1992A Bonds were issued to finance the acquisition, construction and equipping of the Facilities. The majority of the Facilities are located on certain parcels of land leased by United from the City at the Airport. The Facilities include an aircraft maintenance facility capable of housing ten jet aircraft, a ground equipment support facility with 26 maintenance bays and related areas, an approximately 61,800 square foot air freight facility and an approximately 159,300 square foot flight kitchen. Additionally, the proceeds of the Refunded Bonds were used to improve, furnish and equip portions of the terminal/concourse complex leased by United at the Airport and certain facilities, systems and equipment supporting the terminal/concourse operations, including an aircraft parts distribution facility and certain baggage handling equipment, as well as communications, de-icing, ground and information systems equipment.

PLAN OF FINANCE

Summary of Prior Financings

In order to provide funds to finance the Facilities, the City issued the Series 1992A Bonds in 1992, and to finance the refunding of the Series 1992A Bonds, the City issued the Refunded Bonds in 2007. The payment of principal of, premium, if any, and interest on the Series 1992A Bonds and the Refunded Bonds was secured solely by a pledge of certain payments made under

the Original Lease and the 2007 Amended Lease, respectively, and by separate guaranties from United. The Series 1992A Bonds are no longer outstanding.

Current Refunding of the Refunded Bonds

United has requested that the City current refund the Refunded Bonds in order to reduce the cost of United's indebtedness secured by Facilities Rentals paid by United. To accomplish the current refunding of the Refunded Bonds, certain proceeds of the Bonds will be transferred to the Escrow Agent pursuant to the Escrow Agreement. The Escrow Agreement requires the Escrow Agent to deposit such funds in a special escrow fund (the "Escrow Fund"). The proceeds deposited in the Escrow Fund will be held uninvested in cash, and such amounts, together with interest earnings thereon, if any, and together with the separate funds to be provided by United to pay the interest payment due on the Refunded Bonds on October 1, 2017, will be used to pay the principal of and interest on the Refunded Bonds when they are redeemed on October 1, 2017 (the "Redemption Date").

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ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the estimated sources and uses of the proceeds of the Bonds:

Sources of Funds

Principal Amount of the Bonds.....	\$ _____
Original Issue Premium	_____
Additional Funds from United ²	
Total Sources of Funds	\$ _____

Uses of Funds

Deposit to Escrow Fund.....	\$ _____
Deposit to Costs of Issuance Fund ¹	_____
Underwriters' Discount.....	_____
Total Uses of Funds	\$ _____

¹ Includes an issuer fee payable to the City, fees of the Financial Advisor to the City, certain legal fees, printing fees, rating agency fees, and other costs of issuing the Bonds.

² United's additional funds will be deposited into the Escrow Fund and used to fund the interest payment due on the Refunded Bonds on October 1, 2017.

THE BONDS

General

The Bonds are expected to be dated the date of their delivery, and will be issuable in denominations of \$100,000 and any integral multiples of \$5,000 in excess thereof and are initially to be registered in the name of Cede & Co., the nominee of The Depository Trust Company, New York, New York ("DTC"). The principal of and premium, if any, on the Bonds are payable to the person in whose name a Bond shall be registered on the registration books kept for that purpose ("Registered Owner"), by ZB, National Association, d/b/a Zions Bank, as the registrar ("Registrar"), upon maturity or prior redemption and upon presentation and surrender to ZB, National Association, d/b/a Zions Bank, as the paying agent ("Paying Agent"). Interest on the Bonds is payable on each April 1 and October 1 (each such date is referred to herein as an "Interest Payment Date"), commencing April 1, 2018, at the rates set forth on the inside cover page hereof. Interest on the Bonds is payable by check or draft mailed to the Registered Owner at such person's address appearing on the registration books of the Registrar at the close of business on the applicable record date or by wire transfer to the registered owners of

\$1,000,000 or more in aggregate principal amount of the Bonds who have provided a written request for such wire transfer to the Paying Agent. Payments to beneficial owners (“Beneficial Owners”) are to be made as described below under “Book-Entry Only System.”

Book-Entry Only System

The following description of the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of interest and principal on the Bonds to Participants or Beneficial Owners of the Bonds, confirmation and transfer of beneficial ownership interest in the Bonds and other related transactions by and between DTC, the Participants and the Beneficial Owners of the Bonds is based solely on information furnished by DTC on its website for inclusion in this Official Statement. Accordingly, the City, United, or the Underwriters cannot make any representations concerning these matters.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity of the Bonds.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others, including both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants,” and, together with the Direct Participants, the “Participants”). The DTC Rules applicable to its Participants are on file with the Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase.

Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the Book-Entry-Only System for the Bonds is discontinued. See “—Discontinuance of Book-Entry-Only System.”

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC will be registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, defaults, and proposed amendments to the Bond Ordinance. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of a particular maturity of Bonds are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC’s procedures. Under its usual procedures, DTC mails an “Omnibus Proxy” to the City as soon as possible after the record date, which assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the “Omnibus Proxy”).

Payment of principal, redemption price and premium, if any, and interest on the Bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the City or the Paying Agent on the

payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC (or its nominee), the Paying Agent, United or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and redemption price of, premium, if any, and interest on the Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to Beneficial Owners will be the responsibility of Direct and Indirect Participants.

Discontinuance of Book-Entry-Only System. DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Registrar (who shall in turn promptly notify United in writing of such discontinuation). Under such circumstances, in the event that a successor depository is not obtained, certificates representing replacement Bonds ("Replacement Certificates") shall be printed and delivered directly to Beneficial Owners of such Bonds.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, (a) Replacement Certificates shall be printed and delivered to DTC, and (b) the City, at the direction of United, shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Exchange Act, notify the securities depository of the appointment of such successor securities depository and the Bond Registrar shall transfer one or more separate Bonds to such successor securities depository, or (ii) notify the Depository and Beneficial Owners identified by the Depository of the availability through the Depository of Bonds and the Bond Registrar shall transfer one or more separate Bonds to Beneficial Owners identified by the Depository as having Bonds credited to their accounts. In any such event, the Bonds shall no longer be restricted to being registered in the registration books in the name of the Depository, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondowners transferring or exchanging Bonds shall designate, in accordance with the provisions of the Indenture.

Beneficial Owners have no right to a book-entry system or a depository for the Bonds.

If the Bonds are issued in physical form due to the discontinuance of the Book-Entry-Only System, the provisions of the Indenture with respect to payment and registration of the Bonds which are not in the Book-Entry-Only System will apply.

Use of Certain Terms in Other Sections of This Official Statement. In reading this Official Statement it should be understood that while the Bonds are in the Book-Entry-Only System, references in other sections of this Official Statement to registered owners should be read to include the person for whom a Participant acquires an interest in the Bonds, but (a) all rights of ownership must be exercised through DTC and the Book-Entry-Only System and (b) except as described above, notices that are to be given to registered owners will be given only to DTC.

Information concerning DTC and the Book-Entry-Only System has been obtained from DTC and is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriters, the City or United.

NEITHER THE CITY, THE REGISTRAR, THE PAYING AGENT, UNITED NOR THE UNDERWRITERS WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY DIRECT OR INDIRECT PARTICIPANT OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE BONDS IN RESPECT OF THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT OR INDIRECT PARTICIPANT, THE PAYMENT BY DTC OR ANY DIRECT OR INDIRECT PARTICIPANT OF ANY AMOUNT IN RESPECT OF THE PRINCIPAL OR INTEREST ON THE BONDS, ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO BONDOWNERS UNDER THE ORDINANCE OR ANY CONSENT GIVEN OR ACTION TAKEN BY DTC AS BONDOWNER. SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF SUCH BONDS, AS NOMINEE OF DTC, THE BENEFICIAL OWNERS WILL NOT RECEIVE PHYSICAL CERTIFICATES REPRESENTING THEIR INTERESTS IN THE BONDS, AND REFERENCES HEREIN TO BONDOWNERS OR REGISTERED OWNERS OF SUCH BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF SUCH BONDS.

Registration, Transfer and Exchange

The City shall cause the register to be kept at a corporate trust office of the Registrar. Upon surrender for transfer of any Bonds at a corporate trust office of the Registrar duly endorsed by, or accompanied by a written instrument of transfer reasonably satisfactory to the Registrar and duly executed by, the registered owner or the attorney of such owner duly authorized in writing with signature guaranteed by a member firm of STAMP signature guaranty medallion program, the City shall execute and the Registrar and Paying Agent shall authenticate, date and deliver in the name of the transferees a new Bond or Bonds of the same series or maturity, of authorized denominations, for the same aggregate principal amount and of like tenor. Any Bond may be exchanged at the office of the Registrar and Paying Agent for the same aggregate principal amount of such Bonds of authorized denominations and of like tenor. The execution by the City of any Bonds shall constitute full and due authorization of such Bonds and the Registrar and Paying Agent shall thereby be authorized to authenticate, deliver and date such Bonds.

Notwithstanding the foregoing, during any period that DTC or its nominee is the registered owner of the Bonds, notices will be sent to DTC or its nominee. During such period, the Paying Agent shall not be responsible for mailing notices to anyone other than DTC or its nominee.

The City, the Registrar and the Paying Agent shall deem and treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of receiving payment of or on account of principal of such Bond and premium, if any, thereon and interest due thereon and for all other purposes.

Redemption of Bonds

The Bonds will be subject to optional and mandatory redemption prior to maturity in the amounts, at the times, at the prices and in the manner as provided in the Ordinance. If less than all of the Bonds are to be redeemed, subject to the operational procedures and requirements of DTC, the particular Bonds to be called for redemption within a maturity and bearing the same interest rate shall be selected by lot by the Paying Agent in any manner deemed fair and reasonable by the Paying Agent. In the event that the Bonds are outstanding in more than one maturity or bear different interest rates within a stated maturity and the Bonds are being called for either optional redemption in part or extraordinary optional redemption in part, United shall select and determine the maturities or the Bonds within a maturity with different interest rates to be so called for partial redemption and shall provide written notice and instruction to the City and the Paying Agent of the selection of such maturities or the Bonds within a maturity with different interest rates and instruct that such Bonds be partially redeemed. Unless the Lease has been terminated, the City will direct the Paying Agent to call Bonds for optional redemption only when it has been notified by United to do so and United has itself notified the City and the Paying Agent of its intent to make a corresponding prepayment under the Lease.

[Optional Redemption at the Request of United. The Bonds are subject to redemption prior to maturity by the City at the request of United, in whole or in part, and if in part, in such order of maturity (or between Bonds with the same maturity but different interest rates) as United shall determine, and within a maturity and interest rate, by lot, on any date on or after _____, 20__ at a redemption price equal to 100% of the principal amount of such Bonds plus interest accrued to the redemption date from an account created pursuant to the Ordinance used to pay the principal of, and interest on the Bonds (the “Bond Fund”) and from moneys otherwise available for such purpose.]

Extraordinary Optional Redemption in Whole or in Part. The Bonds are subject to optional redemption prior to maturity, in whole or in part by lot, on any date, upon the exercise by United of its option to prepay Facilities Rentals under the Lease at a redemption price equal to 100% of the principal amount thereof plus interest accrued to the redemption date, if one or more of the following events occurs with respect to all or any portion of the Leased Property:

(a) the damage or destruction of all or any portion of the Leased Property to such extent that, in the reasonable opinion of United, repair and restoration would not be economical and United elects not to restore or replace all or such portion of the Leased Property;

(b) the condemnation of any part, use or control of so much of the Leased Property that all or any portion of the Leased Property cannot, in the reasonable opinion of United, be reasonably used by it for carrying on, at substantially the same level or scope, the business theretofore conducted by United relating to all or any portion of the Leased Property.

In the event of a partial Extraordinary Optional Redemption of the Bonds, the amount of the Bonds to be redeemed with respect to that portion of the Leased Property with respect to which such prepayment is made shall be determined by the Company.

[Mandatory Redemption Upon Failure to Renew Lease. The Bonds shall be subject to mandatory redemption in whole prior to maturity, on October 1, 2023, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date if the term of the Lease is not extended to October 1, 2032, or thereafter, in accordance with the provisions of the Lease and subject to the conditions in the Ordinance. Under the Lease, United is required to notify the City and the Paying Agent on or before August 1, 2023 whether it intends to extend the term of the Lease and to file with the Paying Agent on or before August 1, 2023, a copy of a Lease extension negotiated with the City, together with a certificate of an independent real estate appraiser satisfactory to the City and United certifying that the amount of the rentals during the extended lease term, on an annual basis during such extended term, is at least equal to the fair market rentals for the Facilities. If the Paying Agent does not receive such notice and documentation when required, it shall proceed to give notice of redemption of all Bonds in order for such Bonds to be redeemed on October 1, 2023. See “THE LEASE - Term of the Lease.”]

Special Mandatory Redemption Upon Determination of Taxability. The Bonds will be subject to mandatory redemption by the City prior to their scheduled maturity, in whole or in part, at a redemption price of 100% of the principal amount thereof plus accrued interest thereon to the date fixed for redemption, if a Determination of Taxability occurs. A “Determination of Taxability” means one of the following determinations, made in regard to Section 103 of the Code, as then in effect, to the effect that by reason of any action or inaction by or any violation by United of any of its covenants in the Lease or any misrepresentation by United in any certificate furnished in connection with the issuance, sale or delivery of the Bonds, the interest payable on the Bonds is includable in the gross income of the owners of such Bonds (other than an owner who is a “substantial user” of the Facilities or “related person” as such terms are used in Section 147(a) of the Code): (i) a final determination, decision or decree by the Commissioner or any District Director of Internal Revenue, or by any court of competent jurisdiction, which is not subject to further review, in a proceeding in which United was afforded the opportunity to contest the issues involving federal income tax treatment of interest on the Bonds, either directly or in the name of a Bondowner, at United’s expense, or (ii) an opinion of nationally recognized Bond Counsel satisfactory to the City furnished by United or the City to the Paying Agent provided that, if it is finally determined that, to preserve the excludability of interest on the Bonds from gross income of the owners thereof for federal income tax purposes, that fewer than all the outstanding Bonds need be redeemed, then only the principal amount of the Bonds necessary to preserve such excludability are required to be redeemed, to be selected by lot or as otherwise specified in the determination. If it is finally determined that the interest on an amount less than all the Bonds is so includable in the gross income of the owner then only such amount need be redeemed, the particular Bonds to be redeemed or portion thereof to be selected by lot or as otherwise specified in the determination. No Determination of Taxability will result from the inclusion of interest on any Bonds as a result of a change in federal tax law or in the determination of the alternative minimum tax, the environmental tax, or the branch profits tax on foreign corporations, with respect to any Bondowner.

If the Paying Agent receives written notice from any source that a Determination of Taxability has occurred, the Paying Agent will consult with the City and United and the City will proceed to enforce payments under the Lease and the Guaranty of the necessary redemption price and to redeem the necessary principal amount of Bonds at the earliest practicable date, but in any

event no later than (a) 180 days following the occurrence of, or 60 days following receipt by the Paying Agent of notice of the occurrence of, a Determination of Taxability or (b) 30 days following receipt by the City and the Paying Agent of written notice from United that United will not further contest the occurrence of a Determination of Taxability. In no event will the Paying Agent proceed with redemption of Bonds if United has notified the Paying Agent in writing that it will contest such Determination of Taxability and that it is actively pursuing such course. In making any determination in respect of the occurrence of a Determination of Taxability or a redemption relating thereto, the Paying Agent may rely on an opinion of counsel.

Notice of Redemption

When required to redeem Bonds, the Paying Agent will give notice of the redemption by first-class mail, postage prepaid, mailed to all registered owners of Bonds to be redeemed at their registered addresses not more than 60 days nor less than 30 days prior to the redemption date. In addition, the Paying Agent will send a copy of such notice electronically or by registered or certified mail or overnight delivery service, return receipt requested, postage prepaid, to the Electronic Municipal Market Access (EMMA). The Paying Agent is authorized to give such notices as may be required by law and the Ordinance and to comply with any operational procedures and requirements of DTC relating to the redemption of Bonds and notice thereof. The Paying Agent will at all reasonable times make available to any interested party complete information as to Bonds which have been redeemed or called for redemption. Any notice of redemption will be given in the name of the City, will identify the Bonds to be redeemed (and, in the case of partial redemption of any Bonds, the respective principal amounts thereof to be redeemed), will specify the redemption date, the redemption price and the premium, if any, will state that, on the redemption date, the Bonds called for redemption will be payable at the principal corporate trust office of the Paying Agent and that, if moneys sufficient to pay the redemption price shall then be held in trust for such purpose by the Paying Agent, from that date interest will cease to accrue. Failure to mail any notice or defect in the mailed notice or in the mailing thereof in respect of any Bond will not affect the validity of the redemption of any other Bond. So long as a book-entry only system is used for determining beneficial ownership of the Bonds, the Registrar will send such notice to DTC or to Cede & Co. by certified mail, registered mail or by overnight delivery service, return receipt requested.

If at the time of mailing of notice of an optional redemption an insufficient amount of money is deposited with the Paying Agent to redeem all the Bonds called for redemption, the notice may state that it is conditional, subject to the deposit of the redemption moneys with the Paying Agent not later than the opening of business on the redemption date, and the notice will be of no effect unless such moneys are so deposited.

Payment of Redemption Price

If (a) unconditional notice of redemption has been duly published or duly waived by the owners of all Bonds called for redemption or (b) conditional notice of redemption has been so given or waived by the owners and the redemption moneys have been duly deposited with the Paying Agent, then in either case the Bonds called for redemption will be payable on the redemption date at the applicable redemption price. Payment of the redemption price together with the premium, if any, and accrued interest will be made by the Paying Agent to or upon the

order of the Bondowners called for redemption upon surrender of such Bonds. The redemption price and premium, if any, in respect of the Bonds, the expenses of giving notice and any other expenses of redemption (except accrued interest) will be paid out of the fund or account from which redemption is to be made or from other moneys which the City makes available for such purpose. Accrued interest will be paid out of the Bond Fund.

Selection of Bonds for Redemption; Bonds Redeemed in Part

If less than all of the Bonds of any maturity are called for redemption, the particular Bonds so called for redemption shall be selected by the Paying Agent by such method as it deems fair and appropriate, except that, so long as the book-entry only system shall remain in effect, in the event of any such partial redemption, DTC shall reduce the credit balances of the applicable DTC Participants in respect of the Bonds in accordance with its written procedures and such DTC Participants shall in turn select those Beneficial Owners whose ownership interests are to be extinguished by such partial redemption, by such method as such DTC Participant in its sole discretion, deems fair and appropriate. Any Bond which is to be redeemed only in part will be surrendered at a place stated for the surrender of Bonds called for redemption in the notice as provided in the Ordinance. The City will execute and the Paying Agent will authenticate and deliver to the Bondowner without service charge, a new Bond or Bonds of the same maturity, of any authorized denomination as requested by such Bondowner in aggregate principal amount equal to, and in exchange for, the unredeemed portion of the principal of the Bond so surrendered.

SECURITY AND SOURCE OF PAYMENT FOR THE BONDS

The Bonds and all payments required of the City, for and on behalf of its Department of Aviation, thereunder are not general obligations of the City, including its Department of Aviation, but are special, limited obligations. The City, for and on behalf of its Department of Aviation, has pledged certain revenues as security for the payment of the principal of, premium, if any, and interest on the Bonds (“Pledged Revenues”). Pledged Revenues as defined in the Ordinance means the amounts pledged pursuant to the Ordinance to the payment of principal of, premium, if any, and interest on the Bonds consisting of the following: (a) all Facilities Rentals, and all moneys received by the City or the Paying Agent under the Guaranty or otherwise, which under the terms of the Ordinance or the Lease are credited against Facilities Rentals or reduce the amount of Facilities Rentals or other sums payable by United under the Lease or the Guaranty, (b) any amounts held by the Paying Agent in the Bond Fund, including income from investments of moneys therein, and (c) all other amounts received by the City or the Paying Agent under the terms of the Ordinance, the Lease or the Guaranty with respect to the payment of the principal of, premium, if any, and interest on the Bonds. Pledged Revenues shall not include: any amounts payable by United pursuant to the Lease involving United’s use, under the Lease, of the land on which the Facilities are to be located (“Ground Rentals”); Extended Term Rentals (as herein defined); Administrative Expenses, such as any fees charged or expenses incurred by the City in connection with the Facilities, the Lease, the Ordinance, or the issuance and sale of the Bonds as more fully defined in the Ordinance; certain rights of the City under the Lease or the Ordinance as more fully defined in the Ordinance (“Unpledged Rights”); or any amounts held in the Rebate Fund as defined in the Ordinance (“Rebate Fund”). The City will promptly cause to be paid the

principal of, premium, if any, and interest on every Bond issued but will make such payment or cause such payment to be made only out of Pledged Revenues.

The Bondowners are entitled to the benefits of the Guaranty whereby United will unconditionally guarantee to pay to the Paying Agent all amounts required for the full and prompt payment of the principal of, premium, if any, and interest on the Bonds when and as due and payable.

The obligations of United under the Guaranty are unsecured. See “THE GUARANTY.” The Bonds are not secured by any encumbrance, mortgage or other pledge of the Facilities, or other property of the City (including general airport system revenues), other than Pledged Revenues. The City will have no obligation to enforce the Lease against United or to relet the Facilities upon the occurrence of an event of default under and termination of the Lease. Pursuant to the Lease, if the City chooses to relet the Facilities following an event of default under the Lease, the City is not obligated, upon such reletting, to apply any payments received to pay debt service, on the Bonds. See “THE ORDINANCE -Defaults and Remedies,” “THE GUARANTY,” and “THE LEASE - Remedies”.

UNITED AIRLINES, INC.

Corporate Structure

United Continental Holdings, Inc. (together with its consolidated subsidiaries, “UAL”) is a holding company, and its principal, wholly-owned subsidiary is United. United’s operating revenues and operating expenses comprise nearly 100% of UAL’s revenues and operating expenses. In addition, United comprises approximately the entire balance of UAL’s assets, liabilities and operating cash flows.

Although United is the principal operating subsidiary of UAL, UAL also has additional direct subsidiaries that serve ancillary support functions or otherwise engage in limited activities. United also has a number of subsidiaries that conduct various businesses related to its operations. The obligation to pay any amounts due to support payment of the Bonds will be solely an obligation of United, and not of UAL or any other existing or future subsidiary of UAL.

Unless the context otherwise requires, references to “the Company” herein refer to UAL and United, collectively.

General

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

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

Regional Operations

The Company has contractual relationships with various regional carriers to provide regional jet and turboprop service branded as United Express. These regional operations are an extension of the Company's mainline network. This regional service complements the Company's operations by carrying traffic that connects to its mainline service and allows flights to smaller cities that cannot be provided economically with mainline aircraft. Republic Airlines, Champlain Enterprises, LLC d/b/a CommutAir, ExpressJet Airlines, GoJet Airlines, Mesa Airlines, Shuttle America, SkyWest Airlines and Trans States Airlines are all regional carriers, which operate most of their capacity contracted to United under capacity purchase agreements with United. Under these capacity purchase agreements, the Company pays the regional carriers contractually-agreed fees (carrier-controlled costs) for operating these flights plus a variable reimbursement (incentive payment for superior operational performance) based on agreed performance metrics.

The fees for carrier-controlled costs are based on specific rates for various operating expenses of the regional carriers, such as crew expenses, maintenance and aircraft ownership, some of which are multiplied by specific operating statistics (e.g., block hours, departures) while others are fixed monthly amounts. Under these capacity purchase agreements, the Company is responsible for all fuel costs incurred as well as landing fees, facilities rent and other costs, which are either passed through by the regional carrier to the Company without any markup or directly incurred by the Company. In return, the regional carriers operate this capacity exclusively for United, on schedules determined by the Company. The Company also determines pricing and revenue management, assumes the inventory and distribution risk for the available seats and permits mileage accrual and redemption for regional flights through its MileagePlus® loyalty program.

Alliances

United is a member of Star Alliance®, a global integrated airline network and the largest and most comprehensive airline alliance in the world. As of January 1, 2017, Star Alliance® carriers served 1,300 airports in 190 countries with 18,450 daily departures. Star Alliance® members, in addition to United, are Adria Airways, Aegean Airlines, Air Canada, Air China, Air India, Air New Zealand, All Nippon Airways ("ANA"), Asiana Airlines, Austrian Airlines, Avianca, Avianca Brasil, Brussels Airlines, Copa Airlines, Croatia Airlines, EGYPTAIR, Ethiopian Airlines, EVA Air, LOT Polish Airlines, Lufthansa, SAS Scandinavian Airlines, Shenzhen Airlines, Singapore Airlines, South African Airways, SWISS, TAP Portugal, THAI Airways International and Turkish Airlines. In October 2016, Star Alliance® announced the future inclusion of Juneyao Airlines as a new connecting partner.

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

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

Additional Information

The Company is subject to the informational requirements of the Exchange Act, and in accordance therewith files reports, proxy statements and other information with the SEC, which may be in the form of combined reports reflecting information about each of United and UAL. Certain information with respect to United and UAL is furnished herein and in APPENDIX A hereto and incorporated therein by reference to materials on file with the SEC. See APPENDIX A—"Availability of Certain Information Relating to United Airlines, Inc." Such information has been provided by United and has not been independently verified by the City or the Underwriters, and neither the City nor the Underwriters make any representations or warranties, express or implied, as to the accuracy or completeness of such information. **No information from the commercial website of United is incorporated by reference into this document.**

RISK FACTORS

The purchase and ownership of the Bonds involves significant risks and may not be suitable for all investors. Prospective purchasers of the Bonds are urged to read this Official Statement in its entirety. In considering whether to purchase the Bonds, potential purchasers of the Bonds should carefully consider all of the information contained in or incorporated by reference in this Official Statement, including but not limited to the Annual Report on Form 10-K for the Company for the year ended December 31, 2016 (the "2016 Annual Report"), the Quarterly Report on Form 10-Q for the Company for the quarter ended June 30, 2017 and other information which may be incorporated by

reference in this Official Statement after the date hereof. In addition to the risk factors set forth below, potential purchasers of the Bonds should consider risk factors set forth under the caption “Risk Factors” contained in the 2016 Annual Report. More financial information about United may be found at <http://www.sec.gov>. See also “UNITED AIRLINES, INC.” above.

Limited Obligations of the City

The Bonds are special, limited obligations of the City, for and on behalf of its Department of Aviation, payable (except to the extent payable from Bond proceeds) solely from and secured by a pledge of certain of the revenues to be received by the City pursuant to the Lease. None of the Facilities is subject to any mortgage or other lien for the benefit of the Bondowners. The general Airport system revenues are not pledged to the payment of the Bonds. Neither the full faith and credit nor the taxing power of the City is pledged to the payment of the Bonds. In no event shall the Bonds constitute a general obligation of the City (including the Department of Aviation), the State or any political subdivision or agency of the State within the meaning of any constitutional, charter or statutory limitation of the City or the State. See “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS,” above.

Considerations Under the United States Bankruptcy Code

Characterization of the Lease by a Bankruptcy Court

General. In the event a bankruptcy case is filed with respect to United, United or other creditors can be expected to make arguments with respect to the characterizations of the Lease that would benefit themselves at the expense of the claims of Bondowners. The treatment of the Lease under the Bankruptcy Code is dependent upon whether the Lease is characterized as (i) an unexpired lease of non-residential real property (a “True Lease”), or (ii) a financing arrangement in the form of a lease (a “Financing Arrangement”). In particular, United could seek to argue that the Lease should be severed into two agreements: one (a True Lease) governing the use of the Facilities, and a second (a Financing Arrangement) providing for United’s repayment for the Bonds issued by the City and used by United to build the Facilities. During United’s 2002 bankruptcy, the United States Bankruptcy Court for the Northern District of Illinois, Eastern District considered such a challenge to the Lease and determined that the Lease could not be severed and was a True Lease, which ruling was subsequently upheld by the United States District Court for the Northern District of Illinois and the Seventh Circuit Court of Appeals. There can be no assurance, however, that a similar determination would be made by another court in a future bankruptcy proceeding with respect to United.

Bankruptcy Treatment of the Lease as a True Lease. Under the Bankruptcy Code, the debtor, as lessee under a True Lease, is required, within 120 days of a bankruptcy filing, to elect to assume or reject such lease. The debtor may seek an order of the bankruptcy court extending the deadline for another 90 days. Any extensions following this 210-day period must be made with the landlord’s consent and approval by the bankruptcy court. In the event the Lease is treated as a True Lease (i.e., is not determined to be a Financing Arrangement) as part of a bankruptcy case with respect to United, United would have the choice of either (i) assuming the Lease and thereby retaining its occupancy rights to the Facilities or (ii) rejecting the Lease and

vacating the Facilities. Assumption of the Lease by United would require that United (i) cure any defaults (including Facilities Rentals representing debt service on the Bonds), (ii) maintain payment obligations (including Facilities Rentals representing debt service on the Bonds) during the bankruptcy, and (iii) provide assurance of future performance of its obligations under the Lease (including Facilities Rentals representing debt service on the Bonds).

If the Lease were to be rejected by United, United would no longer be obligated to make rental payments under the Lease and the amount of the Bondowners' claim in bankruptcy would be limited to the rent payable under the Lease (without acceleration) for the greater of one year or 15% of the remaining term of the Lease, but not to exceed three years, following the earlier of (a) the date the bankruptcy petition was filed and (b) the date on which the City repossesses, or United surrenders, the Facilities, plus any unpaid rentals under the Lease (without acceleration) on the earlier of such dates. The court would have to determine the appropriate amount of the claim. Moreover, payment of the unsecured claim would be in cash and/or non-cash consideration provided for under a confirmed plan of reorganization, often far less than the equivalent of one hundred cents on the dollar. Therefore, even if the claim against United arising from the Lease is finally determined by a court in an amount equal to the full amount due on the Bonds, the actual dollar amount paid by United (or the value of the non-cash consideration) could be far less because the claim would be unsecured and would be paid on a pro rata basis with other unsecured creditors. Moreover, if the claim against United arising from the executory contract or unexpired lease is finally determined by a court to be in an amount less than the full amount due on the Bonds, the actual dollar amount paid by United would be reduced even further.

No representation or warranty is made by United or any other party that any claim under any of the Lease or the Guaranty will be allowed or that any recovery on any such claim will be permitted under the United States Bankruptcy Code. If only limited damages were allowed against or recoverable from United under the Lease or Guaranty as a result of a bankruptcy filing of United, repayment of the Bonds would depend upon the availability of other Pledged Revenues.

Bankruptcy Treatment of the Lease as a Financing Arrangement. In the event that the Lease is characterized as a Financing Arrangement as part of a bankruptcy case with respect to United, United could retain possession of the Facilities, and because United's obligations to the Bondowners under the Lease are unsecured, the Bondowners' claims against United would be treated as unsecured claims to be paid on a pro rata basis with other unsecured creditors.

Ability of United to Honor Obligations

Under the Guaranty, United has guaranteed the principal of, premium, if any, and interest on the Bonds. It is impossible to predict whether, at the time of a bankruptcy filing by United, United would have assets sufficient to meet its obligations under the Guaranty in full. The obligations covered by the Guaranty are intended by the parties to be independent of those set out in the Lease and to be enforceable without regard to the validity or enforceability of the Lease or any obligation of United contained therein. In the event a bankruptcy case is filed with respect to United in the future, the City may file a claim pursuant to the Guaranty, independently of any claim under the Lease, for the payment of all amounts, if any, required for the payment of

the principal of, premium, if any, and interest on the Bonds when due. If a bankruptcy court were to determine that the Lease can be rejected by United as described above, United or another creditor would likely object to the allowance of both a claim under the Guaranty and a claim for Lease rejection damages as being duplicative. A bankruptcy court could further determine that the City's claim under the Guaranty should be limited to the same extent as the United States Bankruptcy Code limitation of claims for rejection damages with respect to non-residential real property leases described above in connection with a claim under the Lease. In such an event, the Guaranty might provide no additional security for payments due on the Bonds.

Obligations of United Unsecured

In the event of any distribution or payment of assets in any dissolution, winding-up, liquidation, reorganization, or other bankruptcy proceeding involving United, owners of secured indebtedness would have a prior claim to those assets that constitute their collateral. Unless the Lease (including the Guaranty as described above) is characterized as a true lease of non-residential real property as described above, and United, with the approval of the bankruptcy court, assumes the Lease, owners of the Bonds would likely participate ratably with holders of unsecured indebtedness that are deemed to be of the same class and potentially with all of the other general unsecured creditors of United, based upon the respective amounts owed to each holder or creditor from United's remaining assets. In any of the foregoing events, there may not be sufficient assets to pay the full amounts due on the Bonds and, if so, owners of the Bonds as ultimate beneficiaries of the Guaranty and the Lease would receive less than holders of secured indebtedness.

Risk Factors Relating to United

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

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

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

significant declines in industry passenger demand, particularly with respect to the Company's business and premium cabin travelers, and a reduction in fare levels.

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

United Kingdom ("UK") voters voted in 2016 for the UK to exit the European Union (the "EU"), a non-binding referendum that, if passed into law, could adversely affect European and worldwide economic and market conditions and could contribute to instability in global financial and foreign exchange markets, including volatility in the value of the British pound and European euro, additional travel restrictions on passengers traveling between the UK and other EU countries and legal uncertainty and potentially divergent national laws and regulations. These adverse effects in European market conditions could negatively impact the Company's business, results of operations and financial condition.

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

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

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

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

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

The terrorist attacks on September 11, 2001, involving commercial aircraft severely and adversely impacted the Company's financial condition and results of operations, as well as the prospects for the airline industry. Among the effects experienced from the September 11, 2001, terrorist attacks were substantial flight disruption costs caused by temporary grounding of the U.S. airline industry's fleet imposed by the Federal Aviation Administration (the "FAA"),

significantly increased security costs and associated passenger inconvenience, increased insurance costs, substantially higher ticket refunds and significantly decreased traffic and passenger revenue.

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

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

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

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

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

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

From time to time, the Company is subject to litigation and other legal and regulatory proceedings relating to its business or investigations or other actions by governmental agencies, including as described in Part I, Item 3 “Legal Proceedings” of the 2016 Annual Report. No assurances can be given that the results of these or new matters will be favorable to the Company. An adverse resolution of lawsuits, arbitrations, investigations or other proceedings or actions could have a material adverse effect on the Company’s financial condition and results of operations, including as a result of non-monetary remedies. Defending the Company in these matters may be time-consuming, expensive and disruptive to normal business operations and may result in significant expense and a diversion of management’s time and attention from the operation of the business, which could impede the Company’s ability to achieve its business objectives. Additionally, any amount that the Company may be required to pay to satisfy a judgment, settlement, fine or penalty may not be covered by insurance. If the Company fails to comply with the terms contained in any settlement, order or agreement with a governmental authority relating to these matters, it could be subject to criminal or civil penalties, which could have a material adverse impact on the Company. Under the Company’s charter and certain indemnification agreements that it has entered into (and may in the future enter into) with its officers, directors and certain third parties, the Company could be required to indemnify and advance expenses to them in connection with their involvement in certain actions, suits, investigations and other proceedings. There can be no assurance that any of these payments will not be material.

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

The Company has contractual relationships with various regional carriers to provide regional jet and turboprop service branded as United Express. These regional operations are an extension of the Company’s mainline network and complement the Company’s operations by carrying traffic that connects to mainline service and allows flights to smaller cities that cannot be provided economically with mainline aircraft. The Company’s business and operations are dependent on its regional flight network, with regional capacity accounting for approximately 11% of the Company’s total capacity as of December 31, 2016.

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

which to hire qualified pilots, could adversely impact the Company's operations and financial condition, and also require the Company to reduce regional carrier flying.

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

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

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

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

The Company's orders for new aircraft are typically made years in advance of actual delivery of such aircraft, and the financial commitment required for purchases of new aircraft is substantial. At December 31, 2016, the Company had firm commitments to purchase 257 new aircraft from The Boeing Company, Airbus S.A.S and Embraer S.A., as well as related agreements with engine manufacturers, maintenance providers and others. At December 31,

2016, the Company's commitments relating to the acquisition of aircraft and related spare engines, aircraft improvements and other related obligations aggregated \$23.6 billion.

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

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

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

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

If the Company experiences changes in, or is unable to retain, its senior management team or other key employees, its operating results could be adversely affected.

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

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

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

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

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

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

arrangements. Additionally, deterioration in the Company's financial condition could negatively affect its ability to enter into new hedge contracts in the future. See Note 10 to the financial statements included in Part II, Item 8 of the 2016 Annual Report for additional information on the Company's hedging activities.

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

United is a highly unionized company. As of December 31, 2016, the Company and its subsidiaries had approximately 88,000 active employees, of whom approximately 80% were represented by various U.S. labor organizations.

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

See Notes 15 and 16 to the financial statements included in Part II, Item 8 of the 2016 Annual Report for additional information on labor negotiations and costs.

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

An outbreak of a disease or similar public health threat that affects travel demand or travel behavior, or travel restrictions or reduction in the demand for air travel caused by an outbreak of a disease or similar public health threat in the future, could have a material adverse impact on the Company's business, financial condition and results of operations.

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

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

The Company provides air transportation under certificates of public convenience and necessity issued by the U.S. Department of Transportation (the "DOT"). If the DOT altered, amended, modified, suspended or revoked these certificates, it could have a material adverse

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

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

Access to landing and take-off rights, or "slots," at several major U.S. airports and many foreign airports served by the Company are, or recently have been, subject to government regulation. Certain of the Company's major hubs are among the most congested airports in the United States and have been or could be the subject of regulatory action that might limit the number of flights and/or increase costs of operations at certain times or throughout the day. The FAA may limit the Company's airport access by limiting the number of departure and arrival slots at high density traffic airports, which could affect the Company's ownership and transfer rights, and local airport authorities may have the ability to control access to certain facilities or the cost of access to their facilities, which could have an adverse effect on the Company's business. The FAA historically has taken actions with respect to airlines' slot holdings that airlines have challenged; if the FAA were to take actions that adversely affect the Company's slot holdings, the Company could incur substantial costs to preserve its slots or may lose slots. If slots are eliminated at an airport, or if the number of hours of operation governed by slots is reduced at an airport, the lack of controls on takeoffs and landings could result in greater congestion both at the affected airport or in the regional airspace (e.g., the New York City metropolitan region airspace) and could significantly impact the Company's operations. Further, the Company's operating costs at airports, including the Company's major hubs, may increase significantly because of capital improvements at such airports that the Company may be required to fund, directly or indirectly. Such costs could be imposed by the relevant airport authority

without the Company's approval and may have a material adverse effect on the Company's financial condition.

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

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

In 2017, the U.S. Congress will continue to consider legislation to reauthorize the FAA, which encompasses all significant aviation tax and policy related issues. As with previous reauthorization legislation, the U.S. Congress may consider a range of policy changes that could impact the Company's operations and costs.

See Part I, Item 1, Business—Industry Regulation, of the 2016 Annual Report for additional information on government regulation impacting the Company.

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

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

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

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

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

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

If the Company does not timely pay its leases and debts or comply with such covenants, a variety of adverse consequences could result. These potential adverse consequences include an

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

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

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

See Part II, Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations, of the 2016 Annual Report for additional information regarding the Company's liquidity.

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

The Company could be exposed to significant liability or loss if its property or operations were to be affected by a natural catastrophe or other event, including aircraft accidents. If the Company is unable to obtain sufficient insurance (including but not limited to terrorism, aviation hull and liability, workers' compensation and property and business interruption insurance) with acceptable terms or if the coverage obtained is insufficient relative to actual liability or losses that the Company experiences, whether due to insurance market conditions or otherwise, its results of operations and financial condition could be materially and adversely affected.

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

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

and historical operating results in a quarterly or annual period are not necessarily indicative of future operating results.

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

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

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

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

As of December 31, 2016, UAL reported consolidated federal net operating loss ("NOL") carryforwards of approximately \$4.4 billion.

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

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

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

The Company's significant investments in airlines in other parts of the world and its commercial relationships with those carriers may not produce the returns or results the Company expects.

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

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

Effect on Bonds of Merger or Other Corporate Reorganization of United

The Lease does not prohibit United from consolidating or merging with or into another corporation or entity, or from selling or otherwise disposing of all or substantially all of its assets, as long as certain conditions are met, including: (i) the resulting, surviving, or transferee corporation is not insolvent, (ii) the Chief Financial Officer of the resulting, surviving or transferee corporation certifies to the Paying Agent and the City Treasurer (the “Treasurer”) that such corporation has not ceased to pay its debts in the ordinary course of business and can pay its debts as they become due and is not insolvent within the meaning of the federal bankruptcy law, (iii) the resulting, surviving or transferee corporation irrevocably and unconditionally assumes in writing and agrees to perform all of the obligations of United under the Lease; and (iv) the Treasurer, the City Attorney and the Paying Agent receive an opinion of counsel to the effect that such consolidation, merger, sale or transfer complies with the Lease.

If United were to participate in any merger or other corporate reorganization as permitted under the Lease, either voluntarily or otherwise, the financial condition and prospects of the surviving or resulting corporation or transferee could be materially different from those of United, and the security for the payment of the Bonds, and the ratings thereon and market price thereof, could be adversely affected as a result of such merger or other corporate reorganization. In any case, there can be no assurance that United will either merge or not merge with or into another entity over the term of the Bonds. Owners of the Bonds do not have the right to require United to repurchase the Bonds because of a merger or other corporate reorganization of United.

Risk Factors Relating to the Transaction

United’s Hubbing Activity at the Airport.

United’s future hubbing activity at the Airport will depend on many local, regional, national, and international economic, political and other factors, including, among others, aviation security concerns, the financial health of United, airline service and routes, airline competition and airfares, airline consolidation and alliances, availability and price of aviation and other fuel, and capacity of the Airport. If these or other factors diminish United’s hubbing activity at the Airport, United may view utilization of the Facilities to be less desirable, therefore making rejection of the Lease in the case of a bankruptcy more probable.

The Obligations of United Under the Lease and the Guaranty are Unsecured; the Bonds are Unsecured.

The obligations of United under the Lease and the Guaranty are unsecured. The Bonds are unsecured obligations of the City. The Bonds are not secured by the Facilities leased to United at the Airport or any other property of United. The properties forming a part of the Airport and the general or special revenues of the Airport have not been pledged as security for the Bonds, and no mortgage or security interest has been granted or lien created thereon for the benefit of the Bonds.

Limitations on Contractual Commitments of United.

Pursuant to the United Use and Lease Agreement, if costs at the Airport exceed \$20 per revenue enplaned passenger (in 1990 dollars) for the preceding calendar year, calculated in accordance with such agreement, United can elect to terminate the United Use and Lease

Agreement. Such termination by United would not, however, be an event of default under the Lease.

No Relet Requirement Under the Lease.

The City is under no obligation to enforce its rights under the Lease. If United causes an event of default under the Lease and the City elects to exercise its remedies thereunder and accelerates Facilities Rentals, the City is not obligated to relet the Facilities. Pursuant to the Lease, if the City chooses to relet the Facilities following an event of default under the Lease, the City is not obligated, upon such reletting, to apply any payments received to pay debt service on the Bonds.

There Are No Restrictive Covenants in the Lease or the Ordinance Relating to United's Ability to Incur Future Indebtedness.

The Lease and the Ordinance governing the Bonds do not require United to maintain any financial ratios or specified levels of net worth, revenues, income, cash flow or liquidity and, therefore, do not protect owners of the Bonds in the event that United experiences significant adverse changes in its financial condition or results of operations; limit United's ability to incur additional indebtedness; or restrict United's ability to pledge its assets. In light of the absence of any of the foregoing restrictions, United may conduct its businesses in a manner that may cause the market price of the Bonds to decline or otherwise restrict or impair its ability to pay amounts due under the Lease.

United May Not Be Able to Generate Sufficient Cash Flow to Pay its Lease Payments.

United's level of indebtedness could adversely affect its ability to make full payment of its obligations under the Lease, which amounts are used by the City to pay the Bonds. For example, United's level of indebtedness could: limit cash flow available for Lease Payments; limit its flexibility in reacting to competitive and other changes in the airline industry and economic conditions generally; expose United to a risk that a substantial decrease in net cash flows due to economic developments or adverse events in its business could make it difficult to meet Lease Payment requirements; and increase United's vulnerability to adverse economic and industry conditions. United's ability to make payments under the Lease will depend upon its operating performance, which may be affected by general economic, financial, competitive, regulatory, business and other factors beyond its control. In addition, there can be no assurance that future funds will be available to satisfy United's obligations under the Lease.

Possible Loss of Tax-Exempt Status of Interest on the Bonds

On the date of delivery of and payment for the Bonds, Bond Counsel will render its opinion with respect to the tax-exempt status of the interest on the Bonds, the form of which opinion is set forth in APPENDIX B hereto. See also "TAX MATTERS" herein.

In the event the interest on any of the Bonds is determined to be includable in gross income of registered owners of such Bonds for federal income tax purposes as a result of a Determination of Taxability, such Bonds will be subject to extraordinary mandatory redemption as described under "THE BONDS—Redemption of Bonds—Special Mandatory Redemption

Upon Determination of Taxability ” above. In the event that interest on the Bonds is determined to be includable in gross income of registered owners of the Bonds for federal income tax purposes for any reason other than a Determination of Taxability, however, the Bonds will not be subject to extraordinary mandatory redemption. In either such event, there will be no adjustment in the interest rate on such Bonds and the owners will not be indemnified against losses sustained as a result of a determination that the interest on such Bonds is not excludable from gross income for federal income tax purposes. Further, a Determination of Taxability may not occur for a substantial period of time after interest first becomes includable in the gross income of the owners thereof for federal income tax purposes. In certain circumstances, the loss of the exclusion of interest on any Bonds from gross income of the owners thereof for federal income tax purposes could be retroactive to the date of issuance of such Bonds. The tax liability of the owners of any Bonds for failure to include interest on such Bonds in their gross income may extend to years for which interest was received on such Bonds, or some portion thereof, and for which the relevant statute of limitations has not yet run.

In addition, for a discussion of how changes in law could limit the tax benefit of the tax exemption applicable to the Bonds, see “TAX MATTERS” herein.

Absence of Trustee for Enforcement

The Ordinance does not provide for the appointment or engagement of a trustee who could take action on the Bondowners’ behalf with respect to the enforcement of remedies or other Bondowner rights. Enforcement of remedies, therefore, can only be done through joint action of the owners of a majority in aggregate principal amount of the Bonds. There can be no assurances that such a number of Bondowners would be able to take efficient action to enforce Bondowner remedies.

Mandatory Redemption of the Bonds on October 1, 2023, Absent Lease Extension

The City is not obligated to enter into or consummate negotiations for, or to enter into, any extension of the term of the Lease. If the term of the Lease is not extended, the Lease will expire on October 1, 2023, and United will be required to redeem the Bonds in full on such date. See “THE BONDS – Redemption of Bonds – Mandatory Redemption Upon Failure to Renew Lease” above. United is not required to set aside funds in advance to effectuate such redemption in the event it is required, and there can be no assurances that United will have sufficient funds to redeem the Bonds in full on such date as required pursuant to the Lease and the Guaranty.

THE LEASE

The following is a summary of certain provisions of the Lease and should not be considered a statement of the terms and provisions thereof. This summary is qualified by reference to the provisions of the Lease for the complete details thereof.

General

The City has title to the Facilities and United has leased the Facilities from the City for payment of Facilities Rentals. The Lease provides for the issuance by the City of the Bonds, to

provide moneys for the payment of refunding the Refunded Bonds which were originally issued to construct and develop the Facilities.

Term of the Lease

The Lease will continue until the earliest to occur of: (a) October 1, 2023 (unless extended as described below); (b) at the City's option, upon the occurrence of an event of default under the Lease which is not waived (see "THE LEASE - Defaults under the Lease"); (c) at United's option after all amounts payable under the Lease have been paid or provided for in accordance with the Lease and the Ordinance; (d) upon the payment at maturity of the Bonds; or (e) at the City's option upon the date on which the United Use and Lease Agreement (i) is terminated by the City in accordance with its terms or (ii) expires and United is not a holdover tenant of at least 20 gates and associated terminal facilities (the "Lease Term").

The term of the Lease shall be extended to October 1, 2032 if on or before August 1, 2023 (i) United and the City have entered into an amendment to the Lease to provide for, among other things, extension of the term of the Lease to October 1, 2032 and, (ii) United delivers to the Paying Agent such Lease extension and a certificate of an independent real estate appraiser satisfactory to the City and United certifying that the amount of the Extended Term Rentals, on an annual basis during such extended term, is at least equal to the fair market rentals for the Facilities. See "THE BONDS – Redemption of Bonds – Mandatory Redemption Upon Failure to Renew Lease." The City is not obligated to enter into or consummate negotiations for, or to enter into, any extension to the term of the Lease. If the Paying Agent does not receive a copy of the Lease extension and certificate, as provided above, by August 1, 2023, the Paying Agent shall proceed to give notice of redemption of all Bonds in order for such Bonds to be redeemed on October 1, 2023.

Payments

Under the terms of the Lease, United will agree to pay Facilities Rentals to the Paying Agent on each date on which any payment of principal of, premium, if any, or interest on the Bonds will become due. United will pay an amount which, together with other moneys available in the Bond Fund, will be sufficient to enable the Paying Agent to make such payment in full and in a timely manner. So long as any Bonds are outstanding, United will pay as Facilities Rentals all amounts required to prevent any deficiency or default on any payment of the Bonds. If the Lease is extended pursuant to its terms, United has agreed to pay, in addition to Facilities Rentals for the extended term, rentals on an annual basis at least equal to the fair market rentals for the Facilities ("Extended Term Rentals"). The Extended Term Rentals are not pledged as security for the payment of principal of, premium, if any, and interest on the Bonds. See "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS."

Obligations of United Unconditional

The Lease will provide that the obligations of United to make the payments required under the Lease and to perform and observe the other agreements on its part contained in the Lease will be absolute and unconditional and will not be subject to any defense (other than payment) or any right of setoff, counterclaim, abatement or otherwise and, until such time as

amounts due under the Lease have been paid in full, United (a) will not suspend or discontinue, or permit the suspension or discontinuance of, any payments required to be paid under the Lease or the Guaranty, (b) will perform and observe all of its other agreements contained in the Lease and the Guaranty, and (c) will not suspend the performance of its obligations under the Lease or the Guaranty for any cause. See “RISK FACTORS - Considerations Under the United States Bankruptcy Code”.

Assignment and Release of Obligations of United

Except as otherwise provided in the Lease, United may not assign or otherwise transfer its interest in the Lease, in whole or in part, or any right or leasehold interest or interests granted to it by the Lease, or sublet or otherwise transfer any interest in or to the Facilities, without the prior written consent of the City.

Tax Covenant

Under the terms of the Lease, United will agree that it will not take or omit to take any action with respect to the Facilities or the proceeds of the Bonds (including any investment earnings thereon), insurance, condemnation or any other proceeds derived in connection with the Facilities, which would cause the interest on the Bonds to become includable in the gross income of the Bondowner for federal income tax purposes (other than a Bondowner who is a “substantial user” of the Facilities or a “related person” as such terms are used in Section 147(a) of the Code). United has further agreed that it will not make any investment or other use of the proceeds of the Bonds which would cause the Bonds to be arbitrage bonds under Section 148 of the Code.

Other Material Covenants

Under the terms of the Lease, United will agree to comply with numerous material covenants and conditions, including, but not limited to, the covenants summarized below.

United will agree to indemnify the City and the Paying Agent for damages incurred in connection with the occurrence of certain events, including, without limitation, the occupancy by United of the land on which the Facilities are located (the “Ground”) and the Facilities (collectively, the “Leased Property”) and violation by United of any of the terms of the Lease or other agreements relating to the Leased Property.

During the Lease Term United will agree to maintain its corporate existence and its qualifications to do business in the State. United will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation; provided, however, that United may, without violating the Lease, consolidate with or merge into another corporation, or sell or otherwise transfer to another corporation all or substantially all of its assets if (i) the resulting, surviving or transferee corporation is not “insolvent” within the meaning of the Colorado Uniform Commercial Code, (ii) the Chief Financial Officer of the resulting, surviving or transferee corporation delivers to the Treasurer a certificate stating that such corporation has not ceased to pay its debts in the ordinary course of business and can pay its debts as they become due and is not insolvent within the meaning of the federal bankruptcy law, (iii) the resulting, surviving or transferee corporation assumes in writing and agrees to perform by means of an instrument which is delivered to the Treasurer, all of the obligations of United,

and (iv) the Treasurer and the City Attorney receive an opinion of counsel, in form and substance satisfactory to the City Attorney, to the effect that such consolidation, merger, sale or transfer complies with the Lease.

Defaults Under the Lease

The Lease will provide that the occurrence of one or more of the following events will constitute a “default” and each such default will, after the giving of notice, the passage of time or the occurrence of an event specified below, constitute an “event of default”:

(a) Failure by United to pay when due any Facilities Rentals required to be paid under the Lease, which failure results in a default in the payment of the principal of, premium, if any, or interest on the Bonds when due and payable;

(b) Any material breach by United of any of its representations or warranties made in the Lease, any failure by United to make any payment required to be made by it under the Lease or any failure by United to observe and perform its covenants, conditions or agreements under the Lease other than a breach, failure to pay or failure to observe and perform payment obligations under the Lease resulting in a default under the Lease or Ordinance for a period of 30 days after written notice from the City unless (i) the City agrees in writing to an extension of such time prior to its expiration or (ii) if the breach, failure to pay or failure to observe and perform be such that it can be corrected but cannot be corrected within the applicable period and corrective action is instituted and being pursued by United during the applicable period;

(c) Certain events of bankruptcy, dissolution, liquidation or reorganization of United; and

(d) Any breach by United of any provision of the United Use and Lease Agreement for a period of 30 days after written notice from the City specifying such breach and requesting that it be remedied (i) unless the City agrees in writing to an extension of time or (ii) unless such breach is such that it can be corrected but cannot be corrected within the applicable time period and corrective action is instituted by United within the applicable time period and is being diligently pursued; provided, however, that if any breach by United has resulted in a termination of the United Use and Lease Agreement by the City in accordance with its terms, the City may, in its sole discretion, terminate the Lease.

The foregoing provisions of subparagraph (b) above are subject to the following limitations: If by reason of Force Majeure (as defined below) United is unable in whole or in part to carry out its agreements on its part contained in the Lease, other than the obligations on the part of United relating to its obligation to indemnify the City and the Paying Agent or to make payments required under the Lease, United shall not be deemed in default during the continuance of such inability. United agrees, however, to remedy with all reasonable dispatch the cause or causes preventing United from carrying out its agreements; provided that the settlement of strikes, lockouts and other disturbances shall be entirely within the discretion of United and United shall not be required to make settlement of strikes, lockouts and other disturbances by

acceding to the demands of the opposing party or parties when such course is in the sole judgment of United unfavorable to United.

“Force Majeure” means acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the governments of the United States of America or of the State, or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; lighting; earthquakes; fires; tornadoes; volcanic eruptions; storms; droughts; floods; explosions; breakage, or malfunction or accident to machinery, transmission lines, pipes or canals, even if resulting from negligence; civil disturbances; or any other cause not reasonably within the control of United.

Remedies

The Lease will provide that, upon the occurrence and continuation of an event of default, the City will have the right to exercise any one or more of the following remedies:

(a) The City may terminate the Lease and recover possession of the Leased Property from United. The City will, by notice in writing to United upon the occurrence and continuation of an event of default described in clauses (a), (b), or (c) above (“THE LEASE – Defaults Under the Lease”) declare all Facilities Rentals payable under the Lease to be due and payable immediately, if concurrently with or prior to such notice the unpaid principal amount of the Bonds have become due and payable, and upon any such declaration the Facilities Rentals will become and be immediately due and payable. However, the City will not take any action with respect to any such event of default unless it has received specific instructions to do so from the Paying Agent or the Bondowners or any agent of the Bondowners;

(b) United will remain liable to the City for damages in an amount equal to the Ground Rentals and Extended Term Rentals, if any, payable pursuant to the Lease and other sums which would have been owing by United under the Lease for the balance of the Lease Term, other than Facilities Rentals, less certain net proceeds, if any, of any reletting of the Ground and the Facilities by the City, after deducting all of the City’s expenses in connection with such recovery of possession or reletting. The City will be entitled to collect and receive damages from United on the days on which the Ground Rentals and Extended Term Rentals, if any, and other amounts, other than Facilities Rentals, would have been payable if the Lease had not been terminated. Alternatively, at the option of the City, the City will be entitled to recover damages from United for loss of the bargain, an aggregate sum which, at the time of the termination of the Lease, represents the excess, if any, of (a) the aggregate of the Ground Rentals and Extended Term Rentals, if any, payable pursuant to the Lease and all other sums payable by United, other than Facilities Rentals, that would have accrued for the balance of the Lease Term over (b) the aggregate rental value of the Ground for the balance of the Lease Term and the aggregate rental value of the Facilities, excluding Facilities Rentals, for the balance of the Lease Term if the Lease is extended pursuant to its terms;

(c) The City may re-enter and take possession of the Leased Property without demand or notice. No such re-entry or taking possession of the Leased Property by the

City will be construed as an election by the City to terminate the Lease unless a written notice of such intention is given to United. If the City recovers possession of the Leased Property, it may, but is not obligated to, relet the Leased Property on such terms and conditions as the City, in its sole discretion, determines. The City may collect and receive the rents upon such reletting, but is not liable for any failure to do so, nor will the City be required upon such reletting to pay debt service on the Bonds. Notwithstanding the City's recovery of possession of the Leased Property, United will continue to be obligated to pay the Facilities Rentals payable under the Lease as if such repossession had not occurred;

(d) The City may take whatever action is necessary to collect the payments and other amounts due under the Lease or to enforce performance and observance of any obligation, agreement or covenant of United under the Lease; and

(e) To the extent that any event of default described in clause (b) above ("THE LEASE – Defaults Under the Lease") results from the failure on the part of United to observe or perform any covenant, condition or agreement on its part pursuant to the provisions of the Lease relating to Administrative Expenses, other amounts payable to the City or the City's Unpledged Rights, the City will be entitled to institute an action against United to compel performance or observance of such covenant, condition or agreement or to recover damages for United's nonperformance or nonobservance of the same.

Any amounts collected with respect to Facilities Rentals pursuant to action taken under the Lease will be paid into the Bond Fund (unless otherwise provided in the Lease) and applied in accordance with the provisions of the Ordinance. No action taken pursuant to the Lease will relieve United from its obligations to make any payments required to be made by it under the Lease or under the Guaranty.

The City may exercise all remedies available under the Lease. However, the City is not obligated to enforce the provisions of the Lease against United or to relet the Leased Property following an event of default and termination of the Lease. See "RISK FACTORS - No Relet Requirement Under the Lease."

Amendments

Subsequent to the issuance of the Bonds and prior to payment or provision for the payment of the Bonds in full (including interest and premium, if any) in accordance with the provisions of the Ordinance, the Lease may not be amended, changed, modified, altered or terminated by the City and United except as provided for in the Lease and the Ordinance. Thereafter, the Lease may be amended at any time upon the mutual agreement of the City and United. Prior to the issuance of any additional Special Facilities Bonds to provide funds to pay for additional Costs of the Facilities, to pay for additional Special Facilities for lease to United or to refund all or a portion of the Bonds, the City and United shall have entered into (a) an amendment to the Lease or a separate lease to provide, among other things, for additional facilities rentals in an amount at least sufficient to pay the principal of, premium, if any, and interest on the additional Special Facilities Bonds when due and for additional ground rentals for any additional ground leased by the City to United for such additional Special Facilities; and (b)

at the request of the City, an amendment to the Guaranty or a separate guaranty providing for the unconditional guarantee by United of the prompt payment of the principal of, premium, if any, and interest on the additional Special Facilities Bonds.

Additional Bonds

At the request of United, the City may, at its option, issue additional bonds to finance the cost of special facilities (“Special Facilities Bonds”) for United upon the terms and conditions provided in the Lease and the Ordinance. Additional Special Facilities Bonds may be issued to provide funds to pay for additional Costs of the Facilities, for refunding purposes, or to pay for additional special facilities for lease to United.

THE GUARANTY

The following is a summary of certain provisions of the Guaranty and does not purport to be complete. Reference is made to the Guaranty for the complete provisions thereof.

Under the Guaranty, United will unconditionally guarantee to the beneficial owners of the Bonds, the full and prompt payment of the principal of, premium, if any, and interest on the Bonds, when and as the same shall become due whether at the stated maturity, by redemption, acceleration or otherwise. The obligations of United under the Guaranty are unsecured, but are stated to be absolute and unconditional, and the Guaranty will remain in effect until the entire principal of, premium, if any, and interest on the Bonds has been paid in full or provision for the payment thereof has been made in accordance with the Ordinance. The owners of not less than a majority in aggregate principal amount of the Bonds then outstanding may pursue a remedy under the Guaranty upon the occurrence and continuation of an event of default thereunder.

United will covenant in the Guaranty that it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation or entity. However, United may consolidate with or merge into another corporation or sell or otherwise transfer to another corporation all or substantially all of its assets and thereafter dissolve, *provided that* (i) the surviving, resulting or transferee corporation is not “insolvent” within the meaning of the Colorado Uniform Commercial Code, (ii) the Paying Agent receives a certificate from the Chief Financial Officer of the surviving, resulting or transferee corporation stating that such corporation has not ceased to pay its debts in the ordinary course of business and can pay its debts as they become due and is not “insolvent” within the meaning of the federal bankruptcy law, and (iii) the surviving, resulting or transferee corporation assumes in writing all of United’s obligations under the Guaranty.

THE ORDINANCE

The following is a summary of certain provisions of the Ordinance and does not purport to be complete. Reference is made to the Ordinance for the complete provisions thereof.

General

The Ordinance provides that certain net proceeds from the sale of the Bonds will be deposited with the Escrow Agent in the Escrow Fund. The Escrow Agent shall set aside such net proceeds from the sale of the Bonds that the Treasurer determines are necessary, together with the amount of interest payment due to the Refunded Bonds on October 1, 2017, to be deposited therein by United from its separate funds, to irrevocably deposit, in trust, with the Escrow Agent the amount necessary to redeem, pay in full and discharge the principal of and interest on the Series 2007A Bonds on the October 1, 2017 optional redemption date, as required by the Escrow Agreement, to redeem the Refunded Bonds on the redemption date for the Refunded Bonds.

Assignment and Pledge of Revenues

All Facilities Rentals due under the Lease and all amounts from time to time on deposit in the Bond Fund will be pledged and assigned to the Paying Agent and deposited in the Bond Fund in order to secure the payment of the principal of, premium, if any, and interest on the Bonds.

Permitted Investments

The moneys in the Bond Fund will, at the direction of United, be invested and reinvested in Federal Securities. "Federal Securities" means securities which are direct obligations of, or the principal of and interest on which are unconditionally guaranteed by, the United States of America. Money in the Escrow Fund will be invested only in Federal Securities.

Defaults and Remedies

Each of the following events shall constitute an "event of default" under the Ordinance:

- (a) a failure to pay an installment of interest on any Bond after such interest has become due and payable;
- (b) a failure to pay the principal of, or premium, if any, on any Bond when the same shall become due and payable whether at the stated maturity, upon redemption or upon the acceleration of the maturity;
- (c) a failure by United to pay Facilities Rentals when due which failure results in either event of default described in clause (a) or (b) above or a material breach by United of any of its representations or the failure by United to observe any covenant, condition or agreement;
- (d) a failure by United to perform or observe any provision of the United Use and Lease Agreement, which failure shall have continued for a period of 30 days after written notice of such failure from the City unless corrective action is being diligently pursued by United but cannot be completed within 30 days;
- (e) the occurrence of certain other events of default under the Lease including, without limitation, bankruptcy or insolvency of United, or a material breach by United of its representations or covenants under the Lease;

(f) a failure by the City to perform or observe any covenant, agreement or condition contained in the Bonds or in the Ordinance, which failure shall have continued without cure by the City or United for a period of 60 days after written notice of such failure has been given to United and the Paying Agent by registered owners holding not less than 25% in aggregate principal amount of the Bonds then outstanding (or such longer period as the registered owners holding not less than 25% in aggregate principal amount of the Bonds shall have agreed in writing).

Upon the occurrence of an event of default described in clauses (a) or (b) above, the Paying Agent shall, by written notice to United, declare the Bonds to be immediately due and payable. Upon the occurrence of an event of default (other than an event of default described in clause (c) above relating to the Unpledged Rights of the City under the Lease or in clause (d) above relating to a breach of a provision of the United Use and Lease Agreement), Bondowners holding not less than 25% in aggregate principal amount of the Bonds then outstanding or an agent appointed by such Bondowners may, by written notice to the Paying Agent, declare the Bonds to be immediately due and payable. Upon the occurrence of an event of default described in clauses (d) or (e) above, the City may, in its sole discretion, by written notice to United, declare the Bonds to be immediately due and payable.

Bondowners holding a majority in aggregate principal amount of Bonds then outstanding may pursue any available remedy to enforce the payment of the principal of, premium, if any, and interest on the Bonds.

Supplemental Ordinances

The Ordinance permits the City, without the consent of or notice to the Bondowners, to adopt one or more supplemental ordinances for the following purposes: (a) to add to the covenants and agreements of, and limitations and restrictions upon, the City in the Ordinance other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with the Ordinance; (b) to grant to or confer or impose upon the Bondowners any additional rights, remedies, powers, authority or security which may be lawfully granted, conferred or imposed and which are not contrary to or inconsistent with the Ordinance; (c) to cure any ambiguity or omissions in or to cure, correct or supplement any defective provision of the Ordinance or otherwise to amend or supplement the Ordinance in such manner as shall not impair the security of, or adversely affect, the Bondowners; (d) to evidence the appointment of a co-paying agent or bond registrar or to evidence the succession of a new Paying Agent or Bond Registrar; (e) to comply with the requirements of the Trust Indenture Act of 1939, as amended; (f) to subject to the Ordinance additional revenues, properties or collateral; (g) to make any other change which shall not be to the prejudice of the Bondowners or the Paying Agent; or (h) to maintain or preserve the federal tax exemption relating to interest on the Bonds or to comply with any state and/or federal securities law or regulation.

The Ordinance also permits the City to adopt one or more supplemental ordinances, with the consent of Bondowners holding a majority in aggregate principal amount of the Bonds then outstanding, for purposes of modifying, amending, adding to or rescinding any of the terms or provisions of the Ordinance; *provided that* without the written consent of all the Bondowners affected thereby, the City may not adopt supplemental ordinances which permit (a) an extension

of the maturity date of the principal of or interest on any Bond, (b) a reduction in the principal amount of or the premium, if any, or rate of interest on any Bond, (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance.

Amendment of the Lease or Guaranty

The City and United may, without the consent of or notice to the Bondowners, amend, change or modify the Lease or the Guaranty as may be required or permitted (a) by the provisions of the Lease or the Ordinance, (b) for the purpose of curing any ambiguity, formal defect or formal omission, provided no such action is to the prejudice of the Bondowners, (c) to add additional rights to the City, (d) to refund all or any portion of the Bonds or (e) to finance additional special facilities for lease to United.

Neither the City nor United shall enter into any amendment, change or modification to the Lease or the Guaranty other than as described in the preceding paragraph without the written approval or consent of Bondowners holding a majority in aggregate principal amount of the Bonds then outstanding; *provided that*, unless approved in writing by all the Bondowners, no extension of the time of payment or reduction of the amount of Pledged Revenues due under the Lease or the Guaranty may be made.

Discharge of Ordinance and Defeasance

The lien created by the Ordinance shall be discharged if the City shall pay or cause to be paid, or there shall otherwise have been paid or provision for payment made, to or for the Bondowners of, the principal of, premium, if any, and interest due or to become due on the Bonds at the times and in the manner stipulated in the Ordinance and if United shall pay or cause to be paid to the City, the Paying Agent, and the Registrar all sums of money due or to become due according to the provisions of the Lease or the Ordinance. In such case, the Ordinance and the Guaranty shall cease to be of further effect except as to any moneys required to be paid to United from the Bond Fund pursuant to the Ordinance, any moneys or securities held by the Paying Agent for the payment of principal of, premium, if any, and interest on the Bonds and any moneys held by the Paying Agent in the Rebate Fund.

Any Bond shall be deemed to be paid when payment of the principal of, premium, if any, and interest on such Bond either shall have been made or caused to be made in accordance with the Ordinance or shall have been provided for by irrevocably depositing with an escrow agent in trust and irrevocably setting aside for such payment moneys, or non-callable Federal Securities the maturing principal and interest on which (without reinvestment) will provide moneys, sufficient to make such payment and all necessary and proper fees, compensation and expenses of the escrow agent pertaining to the Bonds with respect to which such deposit is made and all other liabilities of United under the Lease and the Guaranty shall have been paid or provided for to the satisfaction of the City. In no case shall a Bond be deemed to be paid prior to its maturity until there has been a notice of redemption of such Bond published in accordance with the provisions of the Ordinance. In addition, the Ordinance provides that if the Bonds are not by their terms subject to redemption or do not mature within the next succeeding 60 days, the Paying Agent must publish a notice to Bondowners stating that such moneys or obligations have

been deposited and identifying the Bonds for the payment of which such moneys or obligations are being held.

NO CITY LITIGATION

There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body, of which the City has received written notice, pending or threatened against the City wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the rights of the City council members and City officers to hold their respective positions or any power of the City related to the authorization and issuance of the Bonds, or (ii) the validity of the proceedings taken by the City for the authorization, execution, delivery and performance by the City of, or the validity or enforceability of, the Bonds, the Ordinance, or the Lease.

UNDERWRITING

The Bonds are being purchased by the Underwriters at a price equal to the par amount of the Bonds, \$_____ * [plus/less an original issue premium/original issue discount] of \$_____. United has agreed to pay the Underwriters a fee of \$_____ as compensation for the purchase and sale of the Bonds and as reimbursement for certain expenses of the Underwriters.

The Purchase Contract dated as of September [___], 2017 between the City and Citigroup Global Markets Inc., acting for and on behalf of itself and as representative of the other underwriters named on the cover of this Official Statement (collectively, the “Underwriters”), provides that the Underwriters agree, jointly and severally, to purchase all of the Bonds if any are purchased, and that such purchase is subject to certain terms and conditions set forth therein, including the approval of certain legal matters by counsel. United has agreed to indemnify the City and the Underwriters against certain liabilities, including certain liabilities under federal securities laws.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. Certain of the Underwriters and their respective affiliates, from time to time, have performed, and may in the future perform, various investment banking services for the City, United, or UAL, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers, and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the City, United, or UAL.

* Preliminary; subject to change.

The Underwriters and their respective affiliates also may communicate independent investment recommendations, market advice, or trading ideas and/or publish or express independent research views in respect of such assets, securities or other financial instruments and at any time may hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and other financial instruments.

Certain of the Underwriters have entered into distribution agreements with other broker-dealers (that have not been designated as Underwriters of the Bonds) for the distribution of the Bonds at the original public offering prices. Such agreements generally provide that each relevant Underwriter will share a portion of its underwriting compensation with such other broker-dealers.

TAX MATTERS

The following discussion is a summary of the opinion of Bond Counsel to the City that is to be rendered on the tax-exempt status of interest on the Bonds and of certain federal and State income tax considerations that may be relevant to prospective purchasers of the Bonds. This discussion is based upon existing law, including current provisions of the Internal Revenue Code of 1986, as amended (the “Code”), existing and proposed regulations under the Code, and current administrative rulings and court decisions, all of which are subject to change. The following opinions expressed by Bond Counsel are based upon existing legislation as of the date of issuance and delivery of the Bonds, and Bond Counsel expresses no opinion as of any date subsequent thereto or with respect to any pending or future legislation.

Tax Exemption

In the opinion of Becker Stowe Partners LLC, Bond Counsel to the City, under existing laws, regulations, rulings and judicial decisions, interest on the Bonds is excludable from gross income for federal income tax purposes, except for any period during which such Bond is held by a person who, within the meaning of Section 147(a) of the Code, is a “substantial user” or a “related person” to such a “substantial user” of the facilities financed or refinanced with the proceeds of the Bonds, but they are “private activity bonds” under the Code and, as such, interest on the Bonds is an item of tax preference in calculating the federal alternative minimum taxable liability of individuals, trusts, estates and corporations.

The Code imposes a number of requirements that must be satisfied for interest on state or local obligations, such as the Bonds, to be excludable from gross income for federal income tax purposes. These requirements include limitations on the use of bond proceeds and the source of repayment of bonds, limitations on the investment of bond proceeds prior to expenditure, a requirement that excess arbitrage earned on the investment of bond proceeds be paid periodically to the United States and a requirement that the issuer file an information report with the Internal Revenue Service (the “Service”). The City has covenanted in the Series 2017 Bond Ordinance and United has covenanted in the 2017 Amended and Restated Lease that they will comply with these requirements.

In the opinion of Bond Counsel, interest on the Bonds is exempt from Colorado income taxation.

Bond Counsel's opinion will assume continuing compliance with the covenants of the Series 2017 Bond Ordinance and 2017 Amended and Restated Lease pertaining to those sections of the Code that affect the exclusion from gross income of interest on the Bonds for federal income tax purposes and, in addition, will rely on representations by the City, United and the Underwriters with respect to matters solely within the knowledge of the City, United and the Underwriters, respectively, which Bond Counsel has not independently verified. If the City or United fails to comply with the covenants in the 2017 Bond Ordinance or the 2017 Amended and Restated Lease or if the foregoing representations are determined to be inaccurate or incomplete, interest on the Bonds could become includable in gross income from the date of delivery of the Bonds, regardless of the date on which the event causing such inclusion occurs.

Except as stated above, Bond Counsel will express no opinion as to any federal, state or local tax consequences resulting from the receipt or accrual of interest on, or acquisition, ownership or disposition of, the Bonds.

Bond Counsel's opinion is based on existing law, which is subject to change. Such opinion is further based on Bond Counsel's knowledge of facts as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, Bond Counsel's opinion is not a guarantee of result and is not binding on the Service; rather, such opinion represents Bond Counsel's legal judgment based upon its review of existing law and in reliance upon the representations and covenants referenced above that it deems relevant to such opinion. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given as to whether or not the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures, the Service is likely to treat the City as the taxpayer and the owners may not have a right to participate in such audit. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds regardless of the ultimate outcome of the audit.

Additional Federal Income Tax Considerations

Collateral Tax Consequences. Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences to financial institutions, life insurance and property and casualty insurance companies, certain S corporations with Subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, low and middle income taxpayers otherwise qualifying for the health insurance premium assistance credit, and individuals otherwise qualifying for the earned income credit. In addition, certain foreign corporations doing business in the United States may be

subject to the “branch profits tax” on their effectively connected earnings and profits, including tax-exempt interest such as interest on the Bonds. These categories of prospective purchasers should consult their own tax advisors as to the applicability of these consequences. Prospective purchasers of the Bonds should also be aware that, under the Code, taxpayers are required to report on their returns the amount of tax-exempt interest, such as interest on the Bonds, received or accrued during the year.

Tax Accounting Treatment of Original Issue Premium. The issue price of all or a portion of the Bonds may exceed the stated redemption price payable at maturity of such Bonds. Such Bonds (the “Premium Bonds”) are considered for federal income tax purposes to have “bond premium” equal to the amount of such excess. The basis of a Premium Bond in the hands of an initial owner is reduced by the amount of such excess that is amortized during the period such initial owner holds such Premium Bond in determining gain or loss for federal income tax purposes. This reduction in basis will increase the amount of any gain or decrease the amount of any loss recognized for federal income tax purposes on the sale or other taxable disposition of a Premium Bond by the initial owner. No corresponding deduction is allowed for federal income tax purposes for the reduction in basis resulting from amortizable bond premium. The amount of bond premium on a Premium Bond that is amortizable each year (or shorter period in the event of a sale or disposition of a Premium Bond) is determined using the yield to maturity on the Premium Bond based on the initial offering price of such Bond.

The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of Premium Bonds that are not purchased in the initial offering at the initial offering price may be determined according to rules that differ from those described above. All owners of Premium Bonds should consult their own tax advisors with respect to the determination for federal, state, and local income tax purposes of amortized bond premium upon the redemption, sale or other disposition of a Premium Bond and with respect to the federal, state, local, and foreign tax consequences of the purchase, ownership, and sale, redemption or other disposition of such Premium Bonds.

Tax Legislative Changes

Current law may change so as directly or indirectly to reduce or eliminate the benefit of the exclusion of interest on the Bonds from the gross income of any owner or beneficial owner thereof for federal income tax purposes. Any proposed legislation, whether or not enacted, could also affect the value, marketability and liquidity of the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors with respect to any proposed or future legislation.

CONTINUING DISCLOSURE

United will enter into a Continuing Disclosure Undertaking upon the issuance and sale of the Bonds, pursuant to which United will agree to provide certain financial and operating data concerning its affairs and to provide notice of the occurrence of certain events set forth in the Continuing Disclosure Agreement on a continuing basis for owners of the Bonds through filings with the Electronic Municipal Market Access (“EMMA”) website of the Municipal

Securities Rulemaking Board, currently located at <http://emma.msrb.org>. The Continuing Disclosure Undertaking will be in substantially the form attached hereto as APPENDIX C — “Form of Continuing Disclosure Undertaking.” United’s covenants in such undertaking will be made in order to assist the Underwriters in complying with Rule 15c2-12(b)(5) under the Securities Exchange Act of 1934, as amended. [United has made timely filings of its Annual Report on Form 10-K and other required periodic reports and current reports with the SEC during the past five years. United has become aware, however, that there have been certain instances where it did not make event notice filings with EMMA (or its predecessors) under certain other continuing disclosure agreements that United entered into in connection with prior issuances of special facilities revenue bonds with respect to certain rating upgrades, certain events related to the merger of United Airlines, Inc. with Continental Airlines, Inc. in 2013, and, in the case of an airport financing that took place prior to United’s merger, notice of SEC filing of certain of UAL’s Annual Reports on Form 10-K. United has made corrective filings with respect to such matters and anticipates satisfying its continuing disclosure undertakings on an ongoing basis.] United has adopted written policies and procedures relating to its continuing disclosure obligations under Rule 15c2-12 designed to facilitate United’s compliance with its continuing disclosure undertakings.

RATING

[S&P Global Ratings, a Standard & Poor’s Financial Services LLC business (“S&P”), and Moody’s Investors Service, Inc. (“Moody’s”) have assigned their municipal bond ratings of “__” and “__”, respectively, to the Bonds.] Such rating only reflects the views of such organization and any explanation of the significance of such rating may be obtained from such rating agency at the following address: [S&P, 55 Water Street, New York, New York 10041; and Moody’s, 99 Church Street, New York, New York 10007]. Generally, a rating agency bases its rating on the information and materials furnished to it and on its own investigation, studies and assumptions. There is no assurance that such rating will continue for any given period of time or that it will not be lowered or withdrawn entirely by the rating agency if, in its judgment, circumstances so warrant. A downward change in or withdrawal of such rating may have an adverse effect on the market price or the marketability of the Bonds. See “RISK FACTORS — Considerations Under the United States Bankruptcy Code.” A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.

LEGAL MATTERS

Legal matters incident to the issuance of the Bonds are subject to the approval of Becker Stowe Partners LLC, as Bond Counsel. The form of the opinion of Bond Counsel is included as APPENDIX B hereto. Certain legal matters will be passed upon for the City by Kristin Bronson, City Attorney; for the Underwriters by O’Melveny & Myers LLP, and for United by Norton Rose Fulbright US LLP, special counsel and Colorado counsel to United, and by Richa Himani, Senior Managing Counsel for United.

MISCELLANEOUS

The Ordinance, Lease and Guaranty as defined herein are integral parts of this Official Statement and must be read together with all other parts of this Official Statement. The descriptions of the Ordinance, Lease and Guaranty do not purport to be comprehensive or definitive, and prospective purchasers of the Bonds are referred to these documents for the complete terms thereof. During the offering period of the Bonds, copies of the Ordinance, Lease and Guaranty may be obtained from the Representative. So far as any statements made in this Official Statement involve matters of opinion, forecasts or estimates, whether or not expressly stated, they are set forth as such and not as representations of fact.

The City has not approved this Official Statement and, except for the information furnished under the caption "NO CITY LITIGATION."

The distribution of this Official Statement has been duly authorized by the City and approved by United.

DRAFT

APPENDIX A

AVAILABILITY OF CERTAIN INFORMATION RELATING TO UNITED AIRLINES, INC.

Available Information

United is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and in accordance therewith files reports, proxy statements and other information with the Securities and Exchange Commission (the “SEC”), which may be in the form of combined reports reflecting information about each of United and UAL. These filings are available to the public over the Internet at the SEC’s website at <http://www.sec.gov>. Reports, proxy statements and other information filed by United and UAL can be inspected and copied at the public reference facilities maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549. A prospective purchaser can call the SEC at 1-800-SEC-0330 for further information on the public reference rooms and copy charges. In addition, reports, proxy statements and other information concerning United may be inspected and copied at the offices of the New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005.

Incorporation of Certain Documents by Reference

The Official Statement incorporates by reference the documents listed below that United previously filed with the SEC (excluding any information that has been “furnished” but not “filed” for purposes of the Exchange Act) and that are not delivered with this Official Statement.

[[To be confirmed by United prior to mailing]]

Combined filings by UAL and United	Date filed
Annual Report on Form 10-K for the year ended December 31, 2016	February 23, 2017
Quarterly Report on Form 10-Q for the quarter ended March 31, 2017.....	April 18, 2017
Quarterly Report on Form 10-Q for the quarter ended June 30, 2017.....	July 19, 2017
Current Report on Form 8-K.....	January 26, 2017
Current Report on Form 8-K.....	January 27, 2017
Current Report on Form 8-K.....	April 4, 2017
Current Report on Form 8-K.....	April 21, 2017

All documents filed by United pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act (other than current reports furnished on Form 8-K under Items 2.02 and 7.01, unless United specifically states in such current report that such information is to be considered “filed” under the Securities Exchange Act of 1934, as amended, or incorporates it by reference into a filing under the Securities Act of 1933, as amended) after the date of this Official Statement and until the earlier of (i) the time when this Official Statement is available to any person from the Municipal Securities Rulemaking Board, but in no case less than 25 days following the “end of the underwriting period” (as defined below), or (ii) 90 days after the “end

of the underwriting period,” shall be deemed to be incorporated by reference in this Official Statement and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein, or contained in this Official Statement, shall be deemed to be modified or superseded for purposes of this Official Statement to the extent that a statement contained herein or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Official Statement. The “end of the underwriting period” means such time as the Underwriters do not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public.

United will provide without charge to each person to whom this Official Statement is delivered, on written or oral request of such person, a copy of any or all documents incorporated by reference in this Official Statement without exhibits to such documents (unless such exhibits are specifically incorporated by reference into such documents). Requests for such copies should be directed to the Corporate Secretary’s Office, United Airlines, Inc., 233 S. Wacker Drive, Chicago, IL 60606.

APPENDIX B**FORM OF OPINION OF BOND COUNSEL**

[We have acted as bond counsel to the City and County of Denver, Colorado (the “City”), in connection with the City’s issuance, for and on behalf of its Department of Aviation (the “Department”), of \$ __, __,000 aggregate principal amount of the “City and County of Denver, Colorado, for and on behalf of its Department of Aviation, Airport Special Facilities Revenue Refunding Bonds (United Airlines Project), Series 2017” (the “Series 2017 Bonds”) pursuant to Ordinance No. 17- __, Series of 2017 (the “Series 2017 Bond Ordinance”). All capitalized terms used and not defined herein have the same meanings as set forth in the Series 2017 Bond Ordinance.

The Series 2017 Bonds are issued pursuant to the Series 2017 Bond Ordinance and in accordance with Article XX of the Constitution of the State of Colorado, the home rule Charter of the City, the General Airport Bond Ordinance of the City, the Enterprise Ordinance, the Development Revenue Bond Act and the Supplemental Act. The Series 2017 Bonds are issued in order to (a) current refund, redeem and defease all of the outstanding City and County of Denver, Colorado, for and on behalf of its Department of Aviation, Airport Special Facilities Revenue Refunding Bonds (United Air Lines Project), Series 2007A previously issued to current refund, redeem and defease all of the then outstanding City and County of Denver, Colorado Airport Special Facilities Revenue Bonds (United Air Lines Project), Series 1992A previously issued to finance certain airport special facilities (the “Facilities”) and (b) finance certain costs of issuance of the Series 2017 Bonds, all as described in the Series 2017 Bond Ordinance. The Series 1992A Bonds were current refunded, redeemed and defeased with the proceeds of the Series 2007A Bonds and are not Outstanding.

The Series 2017 Bonds are being issued as fully registered bonds and are dated the date of issuance. The Series 2017 Bonds mature, bear interest, are payable and are subject to redemption, prior to maturity, in the manner and upon the terms set forth therein and in the Series 2017 Bond Ordinance.

The City and United Air Lines, Inc. (now United Airlines, Inc., the “Company”) entered into a Special Facilities and Ground Lease dated as of October 1, 1992 (the “Original Lease”), as amended by a First Amendment to Special Facilities and Ground Lease dated as of June 28, 2007, between the City, for and on behalf of its Department of Aviation, and the Company (the Original Lease, as amended by such First Amendment to Lease, the “2007 Amended Lease”). The 2007 Amended Lease is further amended and restated by a 2017 Amended and Restated Special Facilities and Ground Lease dated [September 29], 2017, between the City, for and on behalf of its Department of Aviation, and the Company (the “2017 Amended and Restated Lease”) under which the Company has agreed to pay facilities rentals (the “Facilities Rentals”) for its lease of the Facilities in amounts sufficient to pay the principal of, premium, if any, and interest on the Series 2017 Bonds when due. The Company is also delivering to ZB, National Association, d/b/a Zions Bank, as paying agent for the Series 2017 Bonds (the “Paying Agent”) a Guaranty dated [September 29], 2017 (the “Series 2017 Bond Guaranty”), pursuant to which the Company unconditionally guarantees the prompt payment of the principal of, premium, if any,

and interest on the Series 2017 Bonds when due. Under the 2017 Amended and Restated Lease, title to the Facilities remains in the City, and no lien on or security interest in the Facilities is created in favor of the Series 2017 Bonds. The City has pledged certain of its interests under the 2017 Amended and Restated Lease, including the right to receive the Facilities Rentals payable thereunder, to the Paying Agent for the benefit of the owners of the Series 2107 Bonds.

The Series 2017 Bond Ordinance provides that the Series 2017 Bonds are special, limited obligations of the City and are payable solely from the Facilities Rentals, certain funds and accounts pledged under the Series 2017 Bond Ordinance and payments received under the Series 2017 Bond Guaranty, subject to the provisions thereof.

We have examined the law and such certified proceedings and other instruments as we deem necessary to form an appropriate basis for us to render this opinion, including, without limitation, Article XX of the Colorado Constitution, the Charter of the City, the General Airport Bond Ordinance, the Enterprise Ordinance, the Development Revenue Bond Act, the Supplemental Act, the resolution of the Manager of the Department authorizing, approving and requesting the issuance of the Series 2017 Bonds, a certified transcript of the record of proceedings of the City Council of the City taken preliminary to and in the authorization of the Series 2017 Bonds, the Series 2017 Bond Ordinance, the form of the Series 2017 Bonds, certificates of officers of the City and the Company (specifically including a tax certificate and a pricing certificate) and of others delivered in connection with the issuance of the Series 2017 Bonds and opinions of the City Attorney with respect to the City and of counsel to the Company with respect to the Company.

We have not been engaged and have not undertaken to review the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Series 2017 Bonds, and we express no opinion herein relating to such matters. As to questions of fact material to our opinion, we have relied upon the representations of the City and other parties contained in the Series 2017 Bond Ordinance, certified proceedings, reports, certificates and other instruments (and have assumed the genuineness of signatures, the legal capacity of all natural persons, the accuracy, completeness and authenticity of original documents and the conformity with original documents of copies submitted to us) without undertaking to verify the same by independent investigation.

Based on the foregoing, it is our opinion that, as of the date hereof and under existing law:

1. The City validly exists as a body corporate and politic and a political subdivision of the State of Colorado (the "State"), with the power to adopt the Series 2017 Bond Ordinance, execute and deliver the 2017 Amended and Restated Lease and issue the Series 2017 Bonds for and on behalf of the Department.

2. The Series 2017 Bond Ordinance has been duly adopted by the City and the 2017 Amended and Restated Lease has been duly authorized, executed and delivered by the City. The Series 2017 Bond Ordinance and the 2017 Amended and Restated Lease constitute valid and

binding special, limited obligations of the City, for and on behalf of the Department, enforceable against the City in accordance with their respective terms.

3. The Series 2017 Bonds have been duly authorized, executed and delivered by the City, for and on behalf of the Department, and are valid and binding special, limited obligations of the City, for and on behalf of the Department, payable solely from the sources specified in the Series 2017 Bond Ordinance.

4. All Facilities Rentals specified in the Series 2017 Bond Ordinance have been validly pledged, and the Series 2017 Bond Guaranty has been delivered to the Paying Agent for the Series 2017 Bonds for the benefit of the owners thereof.

5. The interest on the Series 2017 Bonds is excludable from gross income for federal income tax purposes, except that such exclusion does not apply with respect to interest on any Series 2017 Bonds for any period during which such Series 2017 Bond is held by a person who is a “substantial user” of the facilities financed and refinanced by the Series 2017 Bonds or a “related person,” as those terms are used in Section 147(a) of the Internal Revenue Code of 1986, as amended (the “Code”). It should be noted, however, that interest on the Series 2017 Bonds will be treated as an item of tax preference in calculating the federal alternative minimum tax liability imposed on individuals, trusts, estates and corporations. The foregoing opinions assume compliance by the City and the Company with certain requirements of the Code that must be met subsequent to the issuance of the Series 2017 Bonds in order that the interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The City and the Company have covenanted to comply with such requirements of the Code. Failure to comply with such requirements could cause the interest on the Series 2017 Bonds to be includible in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2017 Bonds. We express no opinion herein regarding other federal tax consequences arising with respect to the Series 2017 Bonds.

6. Under the Development Revenue Bond Act, interest on the Series 2017 Bonds is exempt from State of Colorado income tax. We express no opinion regarding other State or local tax consequences arising with respect to the Series 2017 Bonds, including whether interest on the Series 2017 Bonds is exempt from taxation under the laws of any jurisdiction other than the State.

We call your attention to the fact that the Series 2017 Bonds are special, limited obligations of the City payable solely from the funds specified in the Series 2017 Bond Ordinance, and that the Series 2017 Bonds do not pledge the full faith and credit or taxing power of the City and are not to be construed to constitute indebtedness or a pecuniary or financial obligation of the City, or its Department of Aviation, or of the State of Colorado or any political subdivision thereof. The Series 2017 Bonds are not secured by a mortgage on or other rights in any property of or revenue from the City’s Airport System other than the funds specified in the Series 2017 Bond Ordinance.

It is to be understood that the rights of the owners of the Series 2017 Bonds and the enforceability of the Series 2017 Bonds, the Series 2017 Bond Ordinance, the 2017 Amended

and Restated Lease and the Series 2017 Bond Guaranty may be subject to and limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted; and may also be subject to and limited by the exercise of judicial discretion, procedural and other defenses based on particular factual circumstances and equitable principles in appropriate cases, to the reasonable exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State, and to the exercise by the United States of powers delegated to it by the United States Constitution.

We assume no obligation to advise you of any changes in the foregoing subsequent to the delivery of this opinion. This opinion has been prepared solely for your use and should not be quoted in whole or in part or otherwise be referred to, nor be filed with or furnished to any governmental agency or other person or entity, without the prior written consent of this firm; provided, however, that copies of this opinion may be included in the closing transcript for the transactions relating to the Series 2017 Bonds.

In performing our services as bond counsel, the City is our sole client and as bond counsel we have not been engaged by, nor have we undertaken to advise, any other party or to opine as to matters not specifically covered herein. The inclusion of addressees of this opinion letter other than the City does not create or imply an attorney-client relationship between Becker Stowe Partners LLC, as bond counsel, and any such other addressee.]

APPENDIX C

SUMMARIES OF CERTAIN PROVISIONS OF KEY DOCUMENTS

[To come, if needed]

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APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This **CONTINUING DISCLOSURE UNDERTAKING**, dated as of September [___], 2017 (the “Undertaking”), is executed and delivered by United Airlines, Inc., a Delaware corporation (the “Company”), in connection with the issuance by the City and County of Denver, Colorado, for and on behalf of its Department of Aviation (the City”) of its Special Facilities Airport Revenue Refunding Bonds (United Airlines, Inc. Project) Series 2017, in the aggregate amount of \$ _____ (the “Bonds”).

NOW, THEREFORE, for and in consideration of the agreement of the City to issue and sell the Bonds, and to induce the Underwriters to purchase the Bonds, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company covenants and agrees for the benefit of the owners from time to time of the Bonds as follows:

SECTION 1. Definitions. In addition to the definitions set forth in the preamble of this Undertaking or in the Ordinance, which apply to any capitalized term used in this Undertaking unless otherwise defined herein, the following capitalized terms shall have the following meanings:

“Airport” shall mean Denver International Airport.

“Annual Report” shall mean any Annual Report provided by the Company as described in Sections 3 and 4 of this Undertaking.

“Dissemination Agent” shall mean any dissemination agent designated in writing by the Company and that has filed with the Company a written acceptance of such designation. Initially, the Company shall be the Dissemination Agent.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended.

“Lease” shall mean that certain 2017 Amended and Restated Special Facilities and Ground Lease dated as of [September 29], 2017, between the Company and the City.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Undertaking.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the SEC, filings with the MSRB are to be made through the Electronic Municipal Market Access (“EMMA”) website of the MSRB, currently located at <http://emma.msrb.org>.

“Official Statement” shall mean the “final official statement” as defined in paragraph (f)(3) of the Rule, relating to the Bonds.

“Ordinance” shall mean the Ordinance of the City and County of Denver, Colorado, enacted by the City on September [___], 2017.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Exchange Act, 17 CFR § 240.15c2-12, as the same may be amended from time to time.

“SEC” shall mean the Securities and Exchange Commission.

“State” shall mean the State of Colorado.

“Underwriters” means Citigroup Global Markets Inc., a New York corporation, on its own behalf and on behalf of Barclays Capital Inc., Siebert Cisneros Shank & Co., L.L.C., and BBVA Securities Inc., as underwriters of the Bonds.

SECTION 2. Purpose of the Undertaking; Beneficiaries. This Undertaking is being executed and delivered by the Company for the benefit of the owners from time to time of the Bonds and in order to assist the Underwriters in complying with the Rule. The Company and the Underwriters acknowledge and agree that the City has undertaken no responsibility with respect to any reports, notices or disclosures provided or required under this Undertaking, and has no liability to any person, including any owner of the Bonds, with respect to any such reports, notices or disclosures. This Undertaking does not apply to any other bonds issued or to be issued by the City, whether in connection with the Special Facilities (as defined in the Lease) or otherwise. Because only the Company is directly responsible for making payments to support the payment of debt service on the Bonds, the Company is the sole “obligated person” under the Rule for whom financial information or operating data are presented in the Official Statement.

SECTION 3. Provision of Annual Reports.

(a) The Company shall, or shall cause the Dissemination Agent to, not later than the last day of the sixth month following the end of each fiscal year of the Company (which is currently December 31), commencing with the fiscal year ending December 31, 2017, file with the MSRB an Annual Report that is consistent with the requirements of Section 4 of this Undertaking. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Undertaking; provided that the audited financial statements of the Company as described below may be submitted separately from the balance of the Annual Report. If the Company’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b).

(b) If an Annual Report has not been filed with the MSRB by the date required by subsection (a) of this Section 3, the Company shall send (or shall cause the Dissemination Agent to send) a notice promptly to the MSRB in substantially the form attached hereto as Exhibit A.

SECTION 4. Content of Annual Reports. The Company’s Annual Report shall consist of the following:

1. (a) The Company's report on Form 10-K (which may be in the form of a combined report reflecting information about both the Company and United Continental Holdings, Inc.), and all materials physically included therewith or incorporated by reference therein, filed by the Company with the SEC or (b) an incorporation by reference of such report on Form 10-K and such other materials included therewith or incorporated by reference therein. If the Company should cease to be a reporting company under the Exchange Act, then the Company shall provide with the other information required in the Annual Report its audited financial statements and operating data of the type that would be provided to the SEC if the Company were such a reporting company, any of which materials may be incorporated by reference from materials on file with the SEC or the MSRB. The Company's audited financial statements shall be prepared (i) so long as the Company is a reporting company under the Exchange Act, in accordance with the rules of the SEC for preparing audited financial statements to be filed as part of a Form 10-K, and (ii) if the Company shall cease to be a reporting company, in accordance with generally accepted accounting principles.

2. A listing of the ranking of the Airport among the busiest connecting hubs in the Company's route system in terms of passengers and flight operations.

3. A listing of the number of gates leased by the Company at the Airport for the most recently completed calendar year.

Any materials to be provided by the Company under this Section 4 may be incorporated by reference from materials on file with the SEC or the MSRB.

SECTION 5. Reporting of Significant Events.

(a) The Company shall give, or cause to be given, notice to the MSRB of the occurrence of any of the following events with respect to the Bonds, each of which shall constitute a Listed Event, within ten business days of the occurrence of such event:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;

- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (vii) Modifications to the rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution or sale of property securing repayment of the securities, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the Company;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the Company or the sale of all or substantially all of the assets of the Company, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; or
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For the purposes of the event identified in Section 5(a)(xii), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Company in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Company, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Company.

SECTION 6. Termination of Reporting Obligation. The obligations of the Company under this Undertaking shall terminate upon the legal defeasance, prior redemption, or payment in full of all of the Bonds. If the Company's obligations under the Lease and this Undertaking are assumed in full by some other entity and the Company no longer has any liability as to the Bonds, from and after the date such entity assumes in full such obligations of the Company, such

entity shall be responsible for compliance with this Undertaking in the same manner as if it were the Company, and the original Company shall have no further responsibility hereunder. This Undertaking shall also terminate upon (i) the Rule being withdrawn or having been found by a court of competent jurisdiction to be invalid, or (ii) receipt by the Company of an opinion of counsel of nationally-recognized expertise in matters relating to securities laws affecting municipal securities to the effect that the Rule is no longer applicable to the Bonds.

SECTION 7. Dissemination Agent. The Company may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Company shall be the Dissemination Agent.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Undertaking, the Company may amend this Undertaking and any provision of this Undertaking may be waived, if (a) such amendment or waiver relates to the provisions of Section 3(a), 4, 5(a) or 5(b) and arises from a change in legal (including regulatory) requirements or in interpretations thereof, change in law, or change in the identity, nature, or status of the Company or the type of business conducted by the Company; (b) this Undertaking, as amended or taking into account such waiver, would have complied with the requirements of the Rule at the time of the issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; or (c) the amendment or waiver does not materially impair the interest of the owners of the Bonds, as determined by either (i) a party unaffiliated with the City or the Company (such as bond counsel or other counsel of nationally recognized expertise in matters relating to the application of federal securities laws to municipal securities who (or which) is not a full time employee of the City or the Company), or (ii) the approving vote of owners of the Bonds obtained in the same manner as an approving vote of owners of the Bonds of an amendment to the Ordinance. In the event of any amendment or waiver of a provision of this Undertaking that results in a change to the information provided in any subsequent Annual Report, the Company shall describe such amendment or waiver in the next Annual Report and shall include, as applicable, in narrative form, the reasons for the amendment and the impact of the change on the type of operating data or financial information being provided. If such change relates to the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made should present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles, and notice of such amendment shall be provided by the Company to the MSRB and the City. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the Company to meet its obligations, and to the extent feasible in the view of the Company, shall be quantitative as well. In executing any amendment to this Undertaking, the Trustee shall be entitled to receive and rely upon an opinion of counsel that such amendment complies with this Section 8.

SECTION 9. Additional Information. Nothing in this Undertaking shall be deemed to prevent the Company from disseminating any other information, using the means of

dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Undertaking. If the Company chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Undertaking, the Company shall have no obligation under this Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. If the Company fails to comply with any provision of this Undertaking, any Bondowner may take such actions as may be necessary and appropriate, including seeking an order of mandamus or specific performance by court order, to cause the Company to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed a default or an Event of Default under the Ordinance or the Lease or result in any pecuniary liability of the Company, and the sole remedy in the event of any failure of the Company to comply with this Undertaking shall be an action to compel performance hereunder.

SECTION 12. Beneficiaries. This Undertaking shall inure solely to the benefit of the City, the Company, the Underwriters, and the owners from time to time of the Bonds (or a beneficial interest therein), and shall create no rights in any other person or entity.

SECTION 13. Notices. Notices required or permitted to be given hereunder to the Company or the City shall be provided as set forth in Section 13.2 of the Ordinance.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Company has executed this Undertaking as of the date first written above.

United Airlines, Inc.

By: _____

Name:

Title:

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EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City and County of Denver, Colorado, for and on behalf of its Department of Aviation

Name of Bond Issue: Special Facilities Airport Revenue Refunding Bonds (United Airlines, Inc. Project), Series 2017

Name of Company: United Airlines, Inc.

Date of Issuance: _____

NOTICE IS HEREBY GIVEN that the Company named above has not provided the required annual financial information as required under the Continuing Disclosure Undertaking, dated as of _____, 2015, by the Company relating to the Bond Issue described above, on or before the date such information is required to be provided in such Continuing Disclosure Undertaking.

Dated: _____

UNITED AIRLINES, INC.

By: _____
Title: _____