



**U.S. Department of Justice**

*United States Attorney  
District of New Jersey  
Special Prosecutions Division*

970 Broad Street, Suite 700  
Newark, NJ 07102

(973) 645-2700

July 11, 2016

Craig C. Martin, Esq.  
Katya Jestin, Esq.  
Jenner & Block LLP  
353 N. Clark Street  
Chicago, IL 60654-3456

Re: *United Continental Holdings, Inc.*

Dear Mr. Martin and Ms. Jestin:

This letter sets forth the full and complete agreement between United Continental Holdings, Inc. (“United”) and the United States Attorney’s Office for the District of New Jersey (the “Office”).

Conditioned on the understandings specified below, this Office agrees not to prosecute United—or any of its present or former parents, subsidiaries, or affiliates—for any potential criminal violations arising out of (1) United’s establishment and operation of a non-stop route between Newark Liberty International Airport in New Jersey and Columbia Metropolitan Airport in South Carolina (the “Newark/Columbia Route”), as described in Attachment A, and (2) the information that United has disclosed to this Office in connection with its internal investigation of the facts described in Attachment A prior to the date on which this Agreement was signed.

This Office enters into this Agreement based, in part, on the following factors:

- (a) United’s acceptance of responsibility for its conduct related to the Newark/Columbia Route;
- (b) United’s extensive, thorough, timely, and voluntary cooperation, including:
  - (i) disclosing the conduct of its employees and agents related to the Newark/Columbia Route, including United’s confirmation that it has disclosed all non-privileged information regarding the conduct of its employees and agents;

- (ii) conducting an internal investigation;
  - (iii) making its employees available for interviews;
  - (iv) producing documents and other materials; and
  - (v) making multiple presentations to this Office;
- (c) United's early and extensive remedial efforts, including:
- (i) improving its Ethics and Compliance Office, including creating a new senior legal position focusing on global corruption risk;
  - (ii) enhancing its global code of conduct and anti-bribery/anti-corruption policies;
  - (iii) conducting extensive anti-bribery/anti-corruption training;
  - (iv) separating from certain employees involved in the conduct set forth in Attachment A; and
  - (v) developing a third-party due diligence process and anti-bribery/anti-corruption compliance audit; and
- (d) United's agreement to provide annual, written reports to this Office on United's progress and experience in monitoring and enhancing its compliance policies and procedures, as described in Attachment C (Corporate Compliance Reporting).

United accepts and acknowledges responsibility for the conduct set forth in Attachment A and admits that the facts described in Attachment A are true and correct.

This Agreement does not include potential criminal tax charges, as to which this Office can make no agreement, and it does not provide any protection against prosecution for any other crimes except as set forth above. This Agreement also applies only to United and its present or former parents, subsidiaries, and affiliates as of the date of this Agreement, and not to any other entities or to any individuals. The protections provided under this Agreement shall not apply to any acquirer of or successor entity to United unless and until such acquirer or successor formally adopts and executes this Agreement.

United's obligations under this Agreement shall continue for a term of two (2) years from the date on which this Agreement is executed, except as specifically provided in the following paragraph. During the two-year term of this Agreement, United shall: (a) commit no felony under United States law; (b) truthfully and completely disclose non-privileged information with respect to the activities of United, its executives, directors, officers, employees, and others concerning all matters about which this Office inquires, which information can be used for any purpose not otherwise limited by this Agreement; (c) advise this Office of all conduct by, or criminal investigations of, United, any of its employees, or its subsidiaries that could constitute a felony under United States law that come to the attention of United's Officers; and (d) advise this

Office of any criminal investigation, administrative proceeding or civil action brought by any governmental authority that alleges fraud or corruption by or against United.

United shall, subject to applicable laws or regulations, cooperate fully with this Office and any other law enforcement agency designated by this Office, regarding matters arising out of the conduct described in Attachment A. As part of that obligation, United shall: (a) use its best efforts promptly to secure the attendance and truthful statements or testimony of any officer, executive, director, agent, or employee of United at any meeting or interview or before the grand jury or at any trial, or other court proceeding; and (b) provide this Office, upon request, all non-privileged information, documents, records, or other tangible evidence. Notwithstanding the two-year term of this Agreement, United shall cooperate with this Office until all investigations or prosecutions arising out of the conduct described in Attachment A are concluded.

United agrees to pay a monetary penalty of \$2.25 million to the United States Treasury within ten days of executing this Agreement. United will not seek any tax deduction in connection with this payment.

United will continue to enhance its compliance and anti-bribery/anti-corruption standards and procedures, as set forth in Attachment B. United will report to this Office periodically regarding remediation and implementation of the compliance and anti-bribery/anti-corruption program, policies, and procedures, as described in Attachment C.

If this Office in its sole discretion determines that United has violated any provision of this Agreement, United shall be subject to prosecution for any violation of United States law about which this Office has knowledge, including any violations related to the conduct described in Attachment A as well as perjury and obstruction of justice. Any such prosecution that is not time-barred by the applicable statute of limitations on the date that this Agreement is executed may be commenced against United, notwithstanding the expiration of the statute of limitations during the term of this Agreement plus one year. Thus, by signing this agreement, United agrees that the statute of limitations with respect to any prosecution that is not time-barred as of the date this Agreement is executed shall be tolled for the term of this Agreement plus one year.

If this Office in its sole discretion determines that United has violated any provision of this Agreement: (a) all statements made by United to this Office or other designated law enforcement agents, including Attachment A, and any testimony given by United or its employees or agents before a grand jury or other tribunal, whether before or after the execution of this Agreement, and any leads derived from such statements or testimony, shall be admissible in evidence in any criminal proceeding brought against United; and (b) United shall assert no claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, or any other federal rule that such statements or leads are inadmissible or should be suppressed.

In the event that this Office in its sole discretion determines that United has breached this Agreement, prior to instituting any prosecution resulting from such breach, this Office agrees to provide United with written notice of such breach. Within thirty (30) days of receiving such notice, United shall have the opportunity to explain in writing the nature and circumstances of

the breach, as well as the actions United has taken to address and remediate the situation. This Office shall consider that explanation in determining whether to institute a prosecution.

This Agreement is limited to this Office and cannot bind other federal, state, local, or foreign prosecuting authorities. This Office, however, will bring this Agreement and the cooperation of United to the attention of other prosecuting and investigative offices, if United so requests.

United and this Office will disclose this Agreement to the public by, among other means, making this Agreement available on their respective websites.

This Agreement was reached without regard to any civil or administrative matters that may be pending or may be commenced in the future against United. This agreement does not prohibit the United States, any of its agencies, including the Internal Revenue Service, or any third party from initiating or prosecuting any civil or administrative proceeding against United.

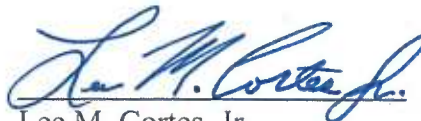
This Agreement constitutes the full and complete agreement between United and this Office and supersedes any previous agreement between them. No additional promises, agreements, or conditions have been entered into other than those set forth in this letter, and none will be entered into unless in writing and signed by all parties.

Very truly yours,

PAUL J. FISHMAN  
United States Attorney



By: Vikas Khanna  
Assistant U.S. Attorney



Lee M. Cortes, Jr.  
Assistant U.S. Attorney

APPROVED:



J Fortier Imbert  
Senior Litigation Counsel

AGREED AND CONSENTED TO:

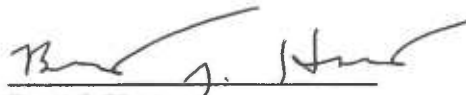
UNITED CONTINENTAL HOLDINGS, INC.

I have read this Agreement and carefully reviewed every part of it with outside counsel for United Continental Holdings, Inc. ("United"). I understand the terms of this Agreement and voluntarily agree, on behalf of United, to each of its terms. Before signing this Agreement, outside counsel for United fully advised me of the rights of United and of the consequences of entering into this Agreement.

I have reviewed the terms of this Agreement with the Board of Directors of United. I have advised and caused outside counsel for United to advise the Board of Directors of the rights of United and of the consequences of entering into the Agreement.

No promises or inducements have been made other than those contained in this Agreement. Furthermore, no one has threatened or forced me, or to my knowledge any person authorizing this Agreement on behalf of United, in any way to enter into this Agreement. I am also satisfied with outside counsel's representation in this matter. I certify that I have been duly authorized by United to execute this Agreement on behalf of United.

Date: 7/13/2016

By:   
Brett J. Hart  
Executive Vice President and  
General Counsel

We represent United Continental Holdings, Inc. ("United") in the matter covered by this Agreement. We have discussed and reviewed the terms of this Agreement with United's Board of Directors and its General Counsel. Based on our discussions, we are of the opinion that the General Counsel of United has been duly authorized to enter into this Agreement on behalf of United and that this Agreement has been duly and validly authorized, executed, and delivered on behalf of United and is a valid and binding obligation of United. Further we have advised United of its rights and the consequences of entering into this Agreement. To our knowledge, the decision of United to enter into this Agreement, based on the authorization of the Board of Directors, is informed and voluntary.

Date: 7/13/2016

By:   
Craig A. Martin, Esq.  
Katya Jestin, Esq.  
Jenner & Block LLP

**ATTACHMENT A**  
**STATEMENT OF FACTS**

This Statement of Facts is part of the agreement, dated July 11, 2016, between the United States Attorney's Office for the District of New Jersey (the "Office") and United Continental Holdings, Inc. ("United"). The Office and United agree that the following facts are true and correct:

1. United is an entity headquartered in Chicago, Illinois that is the parent company of United Airlines, Inc., which operated after a 2010 merger with Continental Airlines, Inc. ("Continental"). Newark Liberty International Airport ("Newark Airport") is one of United's largest hubs, and United flies the majority of passengers on Newark Airport's arriving and departing flights. United leases significant portions of Newark Airport property for United's facilities, including maintenance hangars for United's airplanes.

2. Prior to the merger that created United, Continental operated a non-stop route between Newark Airport and Columbia Metropolitan Airport in South Carolina ("Columbia Airport"). Continental eliminated that route in or about 2009 for business reasons.

3. Between in or about 2011 and in or about 2014, United retained a New Jersey based company as a consultant and lobbyist with respect to various public entities, including the Port Authority of New York and New Jersey (the "Port Authority"). One of the company's principal owners (the "Consultant") was United's primary contact at the consulting company.

4. United Employee 1 was a senior executive at United based at its headquarters in Chicago with authority to approve or disapprove the addition or cancellation of routes in United's network.

5. United Employee 2 was an executive at United based at its headquarters in Chicago who was primarily responsible for United's interactions with public entities, including the Port Authority, and who reported directly to United Employee 1. United Employee 2's responsibilities included interacting with the Consultant.

6. United Employee 3 was an employee of United based in Newark, New Jersey who dealt with public entities on behalf of United, including the Port Authority, and who worked under United Employee 2. United Employee 3's responsibilities also included interacting with the Consultant.

7. United Employee 4 was an employee of United based in Washington, D.C. who interacted with public entities on behalf of United, and who reported to United Employee 2.

8. The Port Authority is an organization that operates transportation and other facilities in New York and New Jersey, including Newark Airport. The leadership of the Port Authority includes its Board of Commissioners (the "PA Board") and an Executive Director and Deputy Executive Director. The PA Board sets the policies and approves the capital plans and budgets of the Port Authority.

9. The PA Board meets formally approximately ten times per year, generally with one meeting in a given month. Typically, meetings of the PA Board are preceded by meetings of the PA Board's various committees.

10. From in or about February 2011 to in or about March 2014, there was a senior Port Authority official (the "PA Official") who had authority over the PA Board's agenda.

11. In 2011, representatives of United and the Port Authority's Aviation Department (which manages Newark Airport) negotiated a proposed agreement that the Port Authority would lease approximately three acres of land at Newark Airport to United for the construction and

operation of a wide-body aircraft maintenance hangar (the “Hangar”). The Hangar would enable United to perform maintenance on its incoming fleet of wide-body aircraft at Newark Airport, rather than having to perform such maintenance at a suitable United facility at another airport.

12. The proposed agreement between United and the Port Authority regarding the Hangar (the “Hangar Agreement”) included the following terms: (1) United would pay rent to the Port Authority for the use of the land on which the Hangar was to be constructed for a term of 25 years and an aggregate rental amount of approximately \$20.8 million; (2) United would invest at least \$25 million for the design and construction of the Hangar; (3) at the end of the 25-year lease for the land, ownership of the Hangar would revert to the Port Authority; and (4) United would relocate a taxiway at Newark Airport that would be affected by construction of the Hangar, and the Port Authority would reimburse United up to \$10 million for the costs of doing so.

13. On September 13, 2011, the PA Official, the Consultant, and another Port Authority employee met with representatives of United, including, United Employees 1, 2, 3, and 4, for a dinner at a restaurant in New York City. During this September 13, 2011 meeting, after discussion of certain of United’s priorities for Newark Airport, the PA Official stated that Continental used to have a non-stop route between Newark Airport and Columbia Airport (the “Newark/Columbia Route”) and asked United Employee 1 to consider establishing that non-stop route. United Employee 1 responded to the PA Official that United generally stopped flying routes because they were not profitable, but told the PA Official that United would look into the Newark/Columbia Route. Subsequently, the Consultant followed up with United regarding the PA Official’s request.



14. Subsequent to the dinner, when United Employee 2 was present at the Port Authority's offices in New York City, United Employee 2 was told that the Newark/Columbia Route was important to the PA Official and was encouraged to look into it.

15. In response to the PA Official's request, United personnel assessed whether the Newark/Columbia Route would be sufficiently profitable to justify its establishment. After conducting an analysis, United determined that operating the route would not be profitable. With the expectation that their message would be relayed to the PA Official, in or about October 2011, United personnel conveyed to the Consultant that United was not interested in operating the Newark/Columbia Route in response to the PA Official's request.

16. In or about early November 2011, certain United personnel expected that the Hangar Agreement would move forward for approval at the November 15, 2011 meeting of the PA Board. However, the Hangar Agreement was not included on the agenda for this meeting.

17. The day after the PA Board meeting, on November 16, 2011, the Consultant sent an email to United Employee 2 expressing concern about the PA Official's view of United. As a result, United Employee 2 called the Consultant. During that telephone conversation, the Consultant conveyed to United Employee 2 that the PA Official was angry because United had not agreed to establish the Newark/Columbia Route. The Consultant also told United Employee 2 that United's decision not to establish the Newark/Columbia Route was having a negative impact on United's relationship with the Port Authority. In response, United Employee 2 agreed to revisit the decision. Several United employees understood that the PA Official wanted United to establish the Newark/Columbia Route so that the PA Official could more conveniently travel to his house in South Carolina.

18. On December 6, 2011, the Consultant and United Employee 2 had another telephone conversation. During that telephone conversation, the Consultant conveyed to United Employee 2 that the Consultant was calling from the restroom of a restaurant at which he was meeting with PA Official. The Consultant conveyed to United Employee 2 that the PA Official was angry with United's lack of action on the Newark/Columbia Route. The Consultant also stated that establishing the Newark/Columbia Route was important for United's relationship with the Port Authority. United Employee 2 agreed to become involved personally in evaluating the establishment of the Newark/Columbia Route.

19. On December 8, 2011, in and around the time that the PA Board was conducting meetings at which the Hangar Agreement was to be discussed, United Employee 2 had a telephone conversation with the Consultant and asked him what was happening with respect to the PA Board's consideration of the Hangar Agreement. The Consultant conveyed to United Employee 2 that the PA Official had been responsible for removing the Hangar Agreement from the PA Board's agenda for the November 15, 2011 meeting because United had not agreed to establish the Newark/Columbia Route. United Employee 2, understanding that declining to do so could harm future United business with the Port Authority, told the Consultant that United Employee 2 would try and get United to establish the Newark/Columbia Route. United Employee 2 understood that the PA Official wanted United to establish the Newark/Columbia Route only because it would be more convenient for travel to the PA Official's house in South Carolina.

20. As a result of the repeated requests to United and the use of the PA Official's official position to pressure United, United decided to establish the Newark/Columbia Route.

21. Specifically, United Employee 2 met with United Employee 1 and another United employee (“United Employee 5”). United Employee 2 conveyed to both United Employee 1 and United Employee 5 that the PA Official wanted the Newark/Columbia Route established, that it was important to the PA Official, and that the PA Official could adversely affect United’s business interests if United did not establish the route. After being presented with this information by United Employee 2, United Employee 1 authorized the establishment of the Newark/Columbia Route. At no time prior to reinstating the Newark/Columbia Route or during its operation did United consult with any legal counsel or compliance personnel or notify any law enforcement officials about the discussions regarding the Newark/Columbia Route.

22. United’s decision to establish the Newark/Columbia Route departed from its standard process for adding a route to United’s network. The standard process included the preparation and consideration of forecasts of how the route could be expected to perform, review and approval of multiple levels of United’s Network Planning Group, and presentation of the route and its details to a group of senior United executives. Both an analysis prepared prior to the authorization to establish the Newark/Columbia Route and a forecast prepared afterwards indicated that the route would perform worse than existing routes and that it would likely lose money. United’s intent in reinstating the Newark/Columbia Route was to protect against the PA Official’s using his official position to harm United’s interests.

23. In separate conversations, United Employee 2 conveyed to both the Consultant and another individual that United would take steps to establish the Newark/Columbia Route. The Consultant responded to United Employee 2 that he and the PA official were very pleased with the decision. United Employee 2 similarly learned from another individual that the PA Official would be pleased with United’s decision to take steps to establish the route.

24. Based on the PA Official's preference as conveyed to United by the Consultant, United scheduled flights from Newark Airport to Columbia Airport that departed at 6 p.m. on Thursdays (with a returning flight the same night) and from Columbia Airport to Newark Airport that departed at 6:20 a.m. on Mondays (after a flight to Columbia Airport the evening before).

25. United began flying the route in or about September 2012, and operated the route until in or about March 2014. As United's analysis had predicted, United's operation of the Newark/Columbia Route was not profitable and lost money. United continued to fly the Newark/Columbia Route only because United understood that the PA Official wanted it to be available to him.

26. After United agreed to establish the Newark/Columbia Route and during the period in which it operated the route, the PA Official continued to exercise his authority and influence as a PA Official in matters affecting United's business interests.

27. The PA Official used the Newark/Columbia Route on approximately 27 occasions between in or about October 2012 and in or about January 2014.

## **ATTACHMENT B**

### **CORPORATE COMPLIANCE PROGRAM**

United Continental Holdings, Inc. (“United”) agrees to revise and address any deficiencies in its compliance code, policies, and procedures regarding compliance with applicable anti-bribery/anti-corruption laws. Indeed, United already has initiated substantial additions and changes to its compliance program, policies, and procedures. However, when necessary and appropriate, United agrees to adopt new, or to modify its existing, compliance code, policies, and procedures in order to ensure that it maintains a rigorous anti-bribery/anti-corruption compliance code, and policies and procedures designed to detect and deter violations of anti-bribery/anti-corruption laws. At a minimum, this should include, but not be limited to, the following elements to the extent they are not already part of United’s existing compliance code, policies, and procedures:

#### ***High-Level Commitment***

1. United will ensure that its executives, directors, and senior management provide strong, explicit, and visible support and commitment to its corporate policy against violations of the anti-bribery/anti-corruption laws and its compliance code.

#### ***Policies and Procedures***

2. United will develop, memorialize, and promulgate a clearly articulated and visible global corporate policy against violations of all anti-bribery/anti-corruption laws.

3. United will develop and promulgate compliance policies and procedures designed to reduce the prospect of violations of the anti-bribery/anti-corruption laws and United’s compliance code, and United will take appropriate measures to encourage and support compliance by personnel at all levels and locations of United. These anti-bribery/anti-corruption

policies and procedures shall apply to all executives, directors, officers, and employees regardless of location and, when necessary and appropriate, outside parties acting on behalf of United, including but not limited to, agents and intermediaries, consultants, representatives, distributors, teaming partners, contractors and suppliers, consortia, and joint venture partners (collectively, “agents and business partners”). United shall notify all employees that compliance with the policies and procedures is the duty of individuals at all levels of United. Such policies and procedures shall address:

- a. gifts;
- b. hospitality, entertainment, and expenses;
- c. customer travel;
- d. political contributions;
- e. charitable donations and sponsorships;
- f. facilitation payments; and
- g. solicitation and extortion.

#### ***Periodic Risk-Based Review***

4. United shall review its anti-bribery/anti-corruption compliance policies and procedures no less than annually and update them as appropriate to ensure their continued effectiveness, taking into account relevant developments in the field and evolving international and industry standards.

#### ***Proper Oversight and Independence***

5. United will assign responsibility to one or more senior corporate executives for the implementation and oversight of United’s anti-bribery/anti-corruption compliance code, policies, and procedures. Such corporate official(s) shall have direct reporting obligations to

independent monitoring bodies, including internal audit, United's Board of Directors, or any appropriate committee of the Board of Directors, and shall have an adequate level of autonomy from management as well as sufficient resources and authority to maintain such autonomy.

### ***Training and Guidance***

6. United will implement mechanisms designed to ensure that its anti-bribery/anti-corruption compliance code, policies, and procedures are effectively communicated to all executives, directors, officers, employees, and, when necessary and appropriate, agents and business partners. These mechanisms shall include periodic training for the following employees: (a) all executives, directors, and officers; (b) all employees in positions of leadership or trust; (c) all employees in positions that require such training, such as corporate, community, government and congressional affairs, internal audit, sales, real estate, legal, compliance, and finance; (d) employees of agents and business partners in the above positions, when necessary and appropriate. United will also require that all people in the above-described categories annually certify that they have received the necessary training and have complied with the law and United's anti-bribery/anti-corruption compliance code, policies, and procedures.

7. United will maintain, or when necessary establish, an effective compliance program for providing guidance and advice to executives, directors, officers, employees, and, when necessary and appropriate, agents and business partners, regardless of their location, on complying with United's anti-bribery/anti-corruption compliance code, policies, and procedures.

### ***Internal Reporting and Investigation***

8. United will maintain, or when necessary establish, an effective system for internal reporting and, when possible, confidential reporting by, executives, directors, officers, employees, and, when appropriate, agents and business partners, regardless of their location,

concerning violations of the anti-bribery/anti-corruption laws or United's anti-bribery/anti-corruption compliance code, policies, and procedures. United will maintain, or when necessary establish, mechanisms to prevent any personnel action from being taken against any individual making such a report.

9. United will maintain, or when necessary establish, an effective and reliable process with sufficient resources for responding to, investigating, and documenting allegations of violations of the anti-bribery/anti-corruption laws or United's anti-bribery/anti-corruption compliance code, policies, and procedures.

### ***Enforcement and Discipline***

10. United will implement mechanisms designed to effectively enforce its compliance code, policies, and procedures, including appropriately incentivizing compliance and disciplining violations.

11. United will institute appropriate disciplinary procedures to address, among other things, violations of the anti-bribery/anti-corruption laws and United's anti-bribery/anti-corruption compliance code, policies, and procedures by United's executives, directors, officers, and employees. Such procedures should be applied consistently and fairly, regardless of the position held by, or perceived importance of, the executive, director, officer, or employee. United shall implement procedures to ensure that, when misconduct is discovered, reasonable steps are taken to remedy the harm resulting from such misconduct, and to ensure that appropriate steps are taken to prevent further similar misconduct, including assessing its compliance code, policies, and procedures and making modifications necessary to ensure that the overall anti-bribery/anti-corruption compliance program is effective.



### ***Third-Party Relationships***

12. United will institute risk-based due diligence and compliance requirements pertaining to the retention and oversight of agents and business partners, including:

a. conducting properly documented due diligence pertaining to the hiring, and appropriate and regular oversight of, agents and business partners;

b. informing agents and business partners of United's commitment to abiding by anti-bribery/anti-corruption laws, and of United's anti-bribery/anti-corruption compliance code, policies, and procedures; and

c. seeking a reciprocal commitment from agents and business partners.

13. When necessary and appropriate, United will include standard provisions in agreements, contracts, and renewals thereof with all agents and business partners that are reasonably calculated to prevent violations of the anti-corruption laws, which may, depending upon the circumstances, include: (a) representations and undertakings relating to compliance with the anti-bribery/anti-corruption laws; (b) rights to conduct audits of the books and records of the agent or business partner to ensure compliance with the foregoing; and (c) rights to terminate an agent or business partner as a result of any breach of the anti-bribery/anti-corruption laws, United's compliance code, policies, or procedures, or the representations and undertakings related to such matters.

### ***Mergers and Acquisitions***

14. United will develop and implement policies and procedures for mergers and acquisitions requiring that United conduct appropriate risk-based due diligence on potential new business entities, including appropriate anti-bribery/anti-corruption due diligence by legal, accounting, and compliance personnel. If United discovers any corrupt benefits of any kind or

inadequate compliance processes as part of its due diligence of newly acquired entities or entities merged with United, it shall report such conduct to the United States Attorney's Office for the District of New Jersey.

15. United will ensure that United's compliance code, policies, and procedures regarding the anti-bribery/anti-corruption laws apply as quickly as practicable to newly acquired businesses or entities merged with United and will promptly train the executives, directors, officers, employees, agents, and business partners consistent with Paragraph 6.

***Monitoring and Testing***

16. United will conduct periodic reviews and testing of its anti-bribery/anti-corruption compliance code, policies, and procedures designed to evaluate and improve their effectiveness.

## **ATTACHMENT C**

### **REPORTING REQUIREMENTS**

United Continental Holdings, Inc. (“United”) agrees that it will report to the United States Attorney’s Office for the District of New Jersey (the “Office”) periodically, at no less than twelve-month intervals during the term of this agreement regarding remediation and implementation of the compliance program, policies, and procedures described in Attachment B.

Should United discover credible evidence that questionable or corrupt benefits of any kind, or questionable or corrupt transfers of property, interests, or other benefits, may have been offered, promised, paid, or authorized by any United entity or person, or any entity or person working directly for United (including its affiliates and any agent), or that related false books and records have been maintained, United shall promptly report such conduct to this Office.

During the term of this agreement, United shall: (1) conduct an initial review and submit an initial report, and (2) conduct and prepare at least one (1) follow-up review and report, as described below:

1. By no later than one (1) year from the date this Agreement is executed, United shall submit to the Office a written report setting forth a complete description of its remediation efforts to date, its proposals reasonably designed to improve United’s policies, and procedures for ensuring compliance with anti-corruption laws, and the proposed scope of the subsequent review. United may extend the time period for issuance of the initial report with prior written approval of this Office.

2. United shall undertake at least one (1) follow-up review, incorporating this Office’s views on United’s prior review and report, to further monitor and assess whether

United's policies and procedures are reasonably designed to detect and prevent violations of anti-bribery/anti-corruption laws.

3. United shall submit the follow-up report to the Office by no later than one (1) year after the initial review.

4. The reports will likely include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of the reports could discourage cooperation, impede pending or potential government investigations, and thus, undermine the objectives of the reporting requirement. For these reasons, among others, the reports and the contents thereof are intended to remain and shall remain non-public, except as otherwise agreed by the parties in writing, or except to the extent that this Office determines in its sole discretion that disclosure would be in furtherance of the Office's discharge of its duties and responsibilities or is otherwise required by law.

5. United may extend the time period for submission of the follow-up report with prior written approval of the Office.