

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported):

November 10, 2003

CONTINENTAL AIRLINES, INC.

(Exact name of registrant as specified in its charter)

| | | |
|---|--------------------------|--------------------------------------|
| Delaware | 1-10323 | 74-2099724 |
| (State or other jurisdiction of incorporation) | (Commission File Number) | (IRS Employer Identification No.) |

| | |
|--|------------|
| 1600 Smith Street, Dept. HQSEO, Houston, Texas | 77002 |
| (Address of principal executive offices) | (Zip Code) |

(713) 324-2950

(Registrant's telephone number, including area code)

Item 5. Other Events.

This Form 8-K is being filed for the sole purpose of re-filing (1) Supplemental Agreement No. 28 to Purchase Agreement No. 1951 between Continental Airlines, Inc. (the "Company") and The Boeing Company, dated as of April 1, 2003, relating to the purchase of Boeing 737 aircraft, (2) Amendment No. 28 to Purchase Agreement No. GPJ-003/96, between Empresa Brasileira de Aeronautica S.A. and ExpressJet Airlines, Inc., dated as of February 20, 2003, relating to the purchase of EMB 145 aircraft ("P.A. 3/96"), and (3) Amendment No. 29 to P.A. 3/96, dated as of February 26, 2003 (collectively, the "Agreements"). The Agreements, which were previously filed as Exhibits 10.6, 10.7 and 10.8, respectively, to the Company's quarterly report on Form 10-Q for the period ended March 31, 2003, are being refiled in their entirety in connection with the granting by the Securities and Exchange Commission of the Company's request for

confidential treatment.

Item 7. Financial Statements and Exhibits.

a. Exhibits

1. Supplemental Agreement No. 28 to Purchase Agreement No. 1951 between Continental Airlines, Inc. and The Boeing Company, dated as of April 1, 2003, relating to the purchase of Boeing 737 aircraft.
2. Amendment No. 28 to Purchase Agreement No. GPJ-003/96, between Empresa Brasileira de Aeronautica S.A. and ExpressJet Airlines, Inc., dated as of February 20, 2003, relating to the purchase of EMB 145 aircraft ("P.A. 3/96").
3. Amendment No. 29 to P.A. 3/96, dated as of February 26, 2003.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, Continental Airlines, Inc. has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CONTINENTAL AIRLINES, INC.

November 10, 2003

By /s/ Jennifer L. Vogel

Jennifer L. Vogel

Senior Vice President, General Counsel

and Secretary

EXHIBIT INDEX

- 99.1 Supplemental Agreement No. 28 to Purchase Agreement No. 1951 between Continental Airlines, Inc. and The Boeing Company, dated as of April 1, 2003, relating to the purchase of Boeing 737 aircraft.
- 99.2 Amendment No. 28 to Purchase Agreement No. GPJ-003/96, between Empresa Brasileira de Aeronautica S.A. and ExpressJet Airlines, Inc., dated as of February 20, 2003, relating to the purchase of EMB 145 aircraft ("P.A. 3/96").
- 99.3 Amendment No. 29 to P.A. 3/96, dated as of February 26, 2003.

Supplemental Agreement No. 28
to
Purchase Agreement No. 1951
between
The Boeing Company
and
Continental Airlines, Inc.
Relating to Boeing Model 737 Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of April 1, 2003, by and between THE BOEING COMPANY, a Delaware corporation with its principal office in Seattle, Washington, (Boeing) and Continental Airlines, Inc., a Delaware corporation with its principal office in Houston, Texas (Buyer);

WHEREAS, the parties hereto entered into Purchase Agreement No. 1951 dated July 23, 1996 (the Agreement), as amended and supplemented, relating to Boeing Model 737-500, 737-600, 737-700, 737-800, and 737-900 aircraft (the Aircraft); and

WHEREAS, Boeing and Buyer have agreed to **[CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]**

WHEREAS, Boeing and Buyer have agreed to reschedule the **[CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]**

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to amend the Agreement as follows:

1. Table of Contents, Articles, Tables and Exhibits:

1.1 Remove and replace, in its entirety, the "Table of Contents", with the Table of Contents attached hereto, to reflect the changes made by this Supplemental Agreement No. 28.

1.2 Remove and replace, in its entirety, page T-2-2 of Table 1 entitled, "Aircraft Deliveries and Descriptions, Model 737-700 Aircraft", with revised page T-2-2 Table 1, attached hereto, to reflect the **[CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]**

1.3 Remove and replace, in its entirety, page T-3-3 and page T-3-4 of Table 1 entitled, "Aircraft Deliveries and Descriptions, Model 737-800 Aircraft", with revised page T-3-3 and page T-3-4 of Table 1, attached hereto, to reflect the **[CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]**

2. Letter Agreements:

2.1 Remove and replace, in its entirety, Letter Agreement 1951-9R13, "Option Aircraft - Model 737-724 Aircraft", with the revised Letter Agreement 1951-9R14 attached hereto, to reflect the rescheduling of certain Option Aircraft.

The Agreement will be deemed to be supplemented to the extent herein provided as of the date hereof and as so supplemented will continue in full force and effect.

EXECUTED IN DUPLICATE as of the day and year first written above.

THE BOEING COMPANY Continental Airlines, Inc.

By: /S/ Michael S. Anderson By: /S/ Gerald Laderman

Its: Attorney-In-Fact ___ Its: Senior Vice President -

Finance and Treasurer

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6-1162-MMF-296 Performance Guarantees - Model 737-824 Aircraft

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6-1162-MMF-309R1 [CONFIDENTIAL MATERIAL OMITTED AND SA 1

**FILED SEPARATELY WITH THE SECURITIES
AND EXCHANGE COMMISSION PURSUANT TO
A REQUEST FOR CONFIDENTIAL TREATMENT]**

6-1162-MMF-311R4 [CONFIDENTIAL MATERIAL OMITTED AND SA 22

**FILED SEPARATELY WITH THE SECURITIES
AND EXCHANGE COMMISSION PURSUANT TO
A REQUEST FOR CONFIDENTIAL TREATMENT]**

6-1162-MMF-312R1 Special Purchase Agreement Provisions SA 1

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6-1162-GOC-015 [CONFIDENTIAL MATERIAL OMITTED AND SA 2

**FILED SEPARATELY WITH THE SECURITIES
AND EXCHANGE COMMISSION PURSUANT TO
A REQUEST FOR CONFIDENTIAL TREATMENT]**

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**FILED SEPARATELY WITH THE SECURITIES
AND EXCHANGE COMMISSION PURSUANT TO
A REQUEST FOR CONFIDENTIAL TREATMENT]**

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**FILED SEPARATELY WITH THE SECURITIES
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A REQUEST FOR CONFIDENTIAL TREATMENT]**

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**FILED SEPARATELY WITH THE SECURITIES
AND EXCHANGE COMMISSION PURSUANT TO
A REQUEST FOR CONFIDENTIAL TREATMENT]**

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Supplemental Agreement No. 11 May 14,1999
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Supplemental Agreement No. 26 March 29, 2002
Supplemental Agreement No. 27 November 6, 2002
Supplemental Agreement No. 28 April 1, 2003

**Table 1 to Purchase Agreement 1951
Aircraft Deliveries and Descriptions
Model 737-800 Aircraft**

[CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

1951-9R14
April 1, 2003

Continental Airlines, Inc.
1600 Smith Street
Houston, Texas 77002

Subject: Letter Agreement No. 1951-9R14 to Purchase Agreement No. 1951 -
Option Aircraft - Model 737-724 Aircraft

Ladies and Gentlemen:

This Letter Agreement amends Purchase Agreement No. 1951 dated July 23, 1996 (the Agreement) between The Boeing Company (Boeing) and Continental Airlines, Inc. (Buyer) relating to Model 737-724 aircraft (the Aircraft). This Letter Agreement supersedes and replaces in its entirety Letter Agreement 1951-9R13 dated November 6, 2002.

All terms used and not defined herein shall have the same meaning as in the Agreement.

In consideration of Buyer's purchase of the Aircraft, Boeing hereby agrees to manufacture and sell up to twenty-four (24) **[CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]** additional Model 737-724 Aircraft (the Option Aircraft) to Buyer, on the same terms and conditions set forth in the Agreement, except as otherwise described in Attachment A hereto, and subject to the terms and conditions set forth below.

1. Delivery.

The Option Aircraft will be delivered to Buyer during or before the months set forth in the following schedule:

Month and Year Number of

of Delivery Option Aircraft

[CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Month and Year Number of

of Delivery Option Aircraft

[CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

2. Price.

The basic price of the Option Aircraft shall be the **[CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]**.

3. Option Aircraft Deposit.

In consideration of Boeing's grant to Buyer of options to purchase the Option Aircraft as set forth herein, Buyer has paid a deposit to Boeing of **[CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]** for each Option Aircraft (the Option Deposit) prior to the date of this Letter Agreement. If Buyer exercises an option herein for an Option Aircraft, the amount of the Option Deposit for such Option Aircraft will be credited against the first advance payment due for such Option Aircraft pursuant to the advance payment schedule set forth in Article 5 of the Agreement.

If Buyer does not exercise its option to purchase a particular Option Aircraft pursuant to the terms and conditions set forth herein, **[CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]**.

4. Option Exercise.

To exercise its option to purchase the Option Aircraft, Buyer shall give written notice thereof to Boeing on or before the first business day of the month in each Option Exercise Date shown below:

-

Option Aircraft Option Exercise Date

[CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

5. Contract Terms.

Within thirty (30) days after Buyer exercises an option to purchase Option Aircraft pursuant to paragraph 4 above, Boeing and Buyer will use their best reasonable efforts to enter into a supplemental agreement amending the Agreement to add the applicable Option Aircraft to the Agreement as a firm Aircraft (the Option Aircraft Supplemental Agreement).

If the parties have not entered into such an Option Aircraft Supplemental Agreement within the time period contemplated herein, either party shall have the right, exercisable by written or telegraphic notice given to the other within ten (10) days after such period, to cancel the purchase of such Option Aircraft.

6. Cancellation of Option to Purchase.

Either Boeing or Buyer may cancel the option to purchase an Option Aircraft if any of the following events are not accomplished by the respective dates contemplated in this Letter Agreement, or in the Agreement, as the case may be:

(i) purchase of the Aircraft under the Agreement for any reason not attributable to the cancelling party;

(ii) payment by Buyer of the Option Deposit with respect to such Option Aircraft pursuant to paragraph 3 herein; or

(iii) exercise of the option to purchase such Option Aircraft pursuant to the terms hereof.

Any cancellation of an option to purchase by Boeing which is based on the termination of the purchase of an Aircraft under the Agreement shall be on a one-for-one basis, for each Aircraft so terminated.

Cancellation of an option to purchase provided by this letter agreement shall be caused by either party giving written notice to the other within ten (10) days after the respective date in question. Upon receipt of such notice, all rights and obligations of the parties with respect to an Option Aircraft for which the option to purchase has been cancelled shall thereupon terminate.

If an option is cancelled as provided above, Boeing shall promptly refund to Buyer, without interest, any payments received from Buyer with respect to the affected Option Aircraft. Boeing shall be entitled to retain the Option Deposit unless cancellation is attributable to Boeing's fault, in which case the Option Deposit shall also be returned to Buyer without interest.

7. Applicability.

Except as otherwise specifically provided, limited or excluded herein, all Option Aircraft that are added to the Agreement by an Option Aircraft Supplemental Agreement as firm Aircraft shall benefit from all the applicable terms, conditions and provisions of the Agreement.

If the foregoing accurately reflects your understanding of the matters treated herein, please so indicate by signature below.

Very truly yours,

THE BOEING COMPANY

By /S/Michael S. Anderson

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: 4/1, 2003

CONTINENTAL AIRLINES, INC.,

By /S/ Gerald Laderman

Its Senior Vice President - Finance and Treasurer

Attachment

Model 737-724 Aircraft

1. Option Aircraft Description and Changes.

1.1 Aircraft Description. The Option Aircraft are described by Boeing Detail Specification D6-38808-42 Revision A, dated as of November 1, 1998, as amended and revised pursuant to the Agreement.

1.2 Changes. The Option Aircraft Detail Specification shall be revised to include:

(1) Changes applicable to the basic Model 737-700 aircraft which are developed by Boeing between the date of the Detail Specification and the signing of a Supplemental Agreement for the Option Aircraft.

(2) Changes mutually agreed upon.

(3) Changes required to obtain a Standard Certificate of Airworthiness.

1.3 Effect of Changes. Changes to the Detail Specification pursuant to the provisions of the clauses above shall include the effects of such changes upon Option Aircraft weight, balance, design and performance.

2. Price Description.

2.1 Price Adjustments.

2.1.1 Base Price Adjustments. The Base Airplane Price (pursuant to Article 3 of the Agreement) of the Option Aircraft will be adjusted to Boeing's and the engine manufacturer's then-current prices as of the date of execution of the Supplemental Agreement for the Option Aircraft.

2.1.2 Special Features. The price for Special Features incorporated in the Option Aircraft Detail Specification will be adjusted to Boeing's then-current prices for such features as of the date of execution of the Supplemental Agreement for the Option Aircraft **[CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]**.

2.1.3 Escalation Adjustments. The Base Airframe and Special Features price will be escalated according to the applicable airframe and engine manufacturer escalation provisions contained in Exhibit D of the Agreement.

2.1.4 Price Adjustments for Changes. Boeing may adjust the Aircraft Basic Price and the Advance Payment Base Prices for Option Aircraft for any changes mutually agreed upon by Buyer and Boeing subsequent to the date that Buyer and Boeing enter into the Supplemental Agreement for the Option Aircraft.

2.1.5 BFE to SPE. An estimate of the total price for items of Buyer Furnished Equipment (BFE) changed to Seller Purchased Equipment (SPE) pursuant to the Detail Specification is included in the Option Aircraft price build-up. The purchase price of the Option Aircraft will be adjusted by the price charged to Boeing for such items plus **[CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]** of such price.

3. Advance Payments.

3.1 If Buyer exercises its right under this letter agreement to acquire an Option Aircraft, Buyer shall pay to Boeing advance payments for such Option Aircraft pursuant to the schedule for payment of advance payments provided in the Agreement.

AMENDMENT No. 28 TO PURCHASE AGREEMENT GPJ-003/96

This Amendment No. 28 ("Amendment 28") dated as of February 10, 2003 is between EMBRAER - Empresa Brasileira de Aeronautica S.A. ("EMBRAER") and ExpressJet Airlines, Inc., formerly known as Continental Express, Inc. ("BUYER"), collectively hereinafter referred to as the "PARTIES", and relates to Purchase Agreement No. GPJ-003/96 between EMBRAER and BUYER, as amended from time to time, together with its Attachments, (collectively referred to as the "BASE Agreement") and Letter Agreements GPJ-004/96 dated August 5, 1996 and PCJ-004A/96 dated August 31, 1996 between EMBRAER and BUYER as amended from time to time (together with the BASE Agreement, collectively referred to herein as the "Purchase Agreement") for the purchase of up to two hundred and forty five (245) new EMB-145 aircraft.

This Amendment 28 sets forth the further agreement between EMBRAER and BUYER relative to, among other things, certain changes requested by BUYER in the Aircraft configuration described in Attachment "A" of the Purchase Agreement and the incorporation of Major Changes pursuant to Article 11 of the Purchase Agreement. All terms defined in the Purchase Agreement shall have the same meaning when used herein and in case of any conflict between this Amendment 28 and the Purchase Agreement, this Amendment 28 shall control.

NOW, THEREFORE, for good and valuable consideration, which is hereby acknowledged, EMBRAER and BUYER hereby agree as follows:

1. New APU Cowling

Each of the newly manufactured EMB 145 XR AIRCRAFT from the twenty eighth (28th) through the one hundred and fourth (104th) shall be delivered with a new APU cowling which incorporates modification such as, large maintenance and inspection door and improvements in the structural design. The Manufacturer's Empty Weight ("MEW") will not be increased because of this modification. **[CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT].**

2. New Marathon Low Maintenance Battery

Each of the newly manufactured EMB 145 XR AIRCRAFT from the fourty seventh (47th) through the one hundred and fourth (104th) shall be delivered with the new Marathon Low Maintenance Battery. The new Marathon Low Maintenance Battery shall be supplied by Buyer as Buyer Furnished Equipment ("BFE"). The MEW will not be increased as a result of this change. **[CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT].**

For each affected Aircraft Buyer shall deliver the new Marathon Low Maintenance Battery as well as all standard hardware such as trays and connectors ("Battery") to Embraer at EMBRAER's facilities in Sao Jose dos Campos, Sao Paulo, Brazil ("BFE Delivery Location"), free of any charge to Embraer whatsoever at least seventy (75) days before the Contractual Delivery Date of each Aircraft.

Buyer shall not refuse acceptance of any Aircraft for failure of the Battery to be installed if Embraer is unable to install the Battery in the Aircraft prior to the Contractual Inspection Date due to: (i) the Battery is not received at the BFE Delivery Location at least seventy (75) days before the Contractual Delivery Date; or (ii) although received by Embraer at least seventy (75) days prior to the Contractual Delivery Date, the Battery is rejected by Embraer's Quality Control Department, in its sole discretion, and a replacement Battery therefore is not received at the BFE Delivery Location within seventy (75) days before the Contractual Delivery Date.

In such cases, Buyer shall accept the Aircraft without the Battery. At Buyer's request, Embraer shall install the Battery within a reasonable period of time on its own premises in Sao Jose dos Campos, otherwise, Buyer shall be responsible for installation of the Battery.

3. AIRCRAFT BASIC PRICE

As a result of these changes in the AIRCRAFT configuration and in the AIRCRAFT BASIC PRICES specified in this Amendment 28, the AIRCRAFT BASIC PRICE will be:

| AIRCRAFT | BASIC PRICE (JAN/1996 US Dollars) |
|----------|-----------------------------------|
|----------|-----------------------------------|

[CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

All other terms and conditions of the EMB-145 Purchase Agreement, which are not specifically amended by this Amendment 28, shall remain in full force and effect without any change.

[Intentionally left blank]

IN WITNESS WHEREOF, EMBRAER and BUYER, by their duly authorized officers, have entered into and executed this Amendment 28 to the Purchase Agreement to be effective as of the date first written above.

EMBRAER - Empresa Brasileira EXPRESSJET AIRLINES, INC.

de Aeronautica S.A.

By : /S/ Satoshi Yokota By : /S/ Frederick Cromer

Name : Satoshi Yokota Name : Frederick Cromer

Title : Executive Vice-President Industrial Title : Vice President & Chief

Financial Officer

By : /S/ Flavio Ríimoli

Name : Flavio Ríimoli

Title : Director of Contracts

Date: February 25, 2003 Date: February 20, 2003

Place: Sao Jose Dos Campos, S.P. Place: Houston, Texas USA

Witness: /S/ Fernando Bueno Witness: /S/ Pam Baley

Name: Fernando Bueno Name: Pam Baley

AMENDMENT No. 29 TO PURCHASE AGREEMENT No. GPJ-003/96

This Amendment No. 29 ("Amendment 29") dated as of February 26, 2003 is between EMBRAER - Empresa Brasileira de Aeronautica S.A. ("EMBRAER") and ExpressJet Airlines, Inc. (formerly known as Continental Express, Inc.) ("BUYER"), collectively hereinafter referred to as the "PARTIES", and relates to Purchase Agreement No. GPJ-003/96, as amended from time to time together with its Attachments (collectively referred to as the "Base Agreement") and Letter Agreements GPJ-004/96 dated August 5, 1996 and PCJ-004A/96 dated August 31, 1996 between EMBRAER and BUYER as amended from time to time (together with the Base Agreement, collectively referred to herein as the "Purchase Agreement" or the "Agreement") for the purchase of up to two hundred and forty five (245) new EMB-145 aircraft (the "AIRCRAFT").

All terms defined in the Purchase Agreement shall have the same meaning when used herein, and in case of any conflict between this Amendment 29 and the Purchase Agreement, this Amendment shall control.

WHEREAS, BUYER and EMBRAER wish to amend the Purchase Agreement to (a) reduce the number of XR AIRCRAFT delivered thereunder during 2003 from forty-eight (48) XR AIRCRAFT to thirty-six (36) XR AIRCRAFT, (b) reduce the number of XR AIRCRAFT delivered thereunder during 2004 from thirty-six (36) XR AIRCRAFT to twenty-one (21) XR AIRCRAFT, (c) reschedule the remaining Firm XR AIRCRAFT to be delivered during 2005 and 2006 and (d) reschedule the delivery months for Reconfirmation AIRCRAFT, all as more fully set forth below;

NOW, THEREFORE, for good and valuable consideration the sufficiency of which is acknowledged by the PARTIES, EMBRAER and BUYER hereby agree to amend the Purchase Agreement as follows:

1. Amendment to Delivery Schedule. The text of paragraphs a.4, a.5, a.6 and a.7 of Article 5 of the Purchase Agreement is hereby deleted and replaced with the following:

"a.4. 2003 XR AIRCRAFT Deliveries

| XR Aircraft # | XR Contractual Aircraft Delivery Dates | XR Aircraft # | XR Aircraft Contractual Delivery Dates |
|----------------------|---|----------------------|---|
| 19 | January 2003 | 37 | * |
| 20 | January 2003 | 38 | * |
| 21 | January 2003 | 39 | * |
| 22 | January 2003 | 40 | * |
| 23 | February 2003 | 41 | * |
| 24 | February 2003 | 42 | * |
| 25 | February 2003 | 43 | * |
| 26 | February 2003 | 44 | * |
| 27 | * | 45 | * |
| 28 | * | 46 | * |
| 29 | * | 47 | * |
| 30 | * | 48 | * |
| 31 | * | 49 | * |
| 32 | * | 50 | * |
| 33 | * | 51 | * |
| 34 | * | 52 | * |

| | | | |
|----|---|----|---|
| 35 | * | 53 | * |
| 36 | * | 54 | * |

*[CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

a.5. 2004 XR AIRCRAFT Deliveries

| XR Aircraft # | XR Contractual Aircraft Delivery Dates | XR Aircraft # | XR Aircraft Contractual Delivery Dates |
|----------------------|---|----------------------|---|
| 55 | * | 66 | * |
| 56 | * | 67 | * |
| 57 | * | 68 | * |
| 58 | * | 69 | * |
| 59 | * | 70 | * |
| 60 | * | 71 | * |
| 61 | * | 72 | * |
| 62 | * | 73 | * |
| 63 | * | 74 | * |
| 64 | * | 75 | * |
| 65 | * | | * |

*[CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

a.6. 2005 XR AIRCRAFT Deliveries

| XR Aircraft # | XR Contractual Aircraft Delivery Dates | XR Aircraft # | XR Aircraft Contractual Delivery Dates |
|----------------------|---|----------------------|---|
| 76 | * | 87 | * |
| 77 | * | 88 | * |
| 78 | * | 89 | * |
| 79 | * | 90 | * |
| 80 | * | 91 | * |
| 81 | * | 92 | * |
| 82 | * | 93 | * |
| 83 | * | 94 | * |

| | | | |
|----|---|----|---|
| 84 | * | 95 | * |
| 85 | * | 96 | * |
| 86 | * | | * |

*[CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

a.7. 2006 XR AIRCRAFT Deliveries

| XR Aircraft # | XR Contractual Aircraft Delivery Dates | XR Aircraft # | XR Aircraft Contractual Delivery Dates |
|---------------|--|---------------|--|
| 97 | * | 101 | * |
| 98 | * | 102 | * |
| 99 | * | 103 | * |
| 100 | * | 104 | * |

*[CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

To the extent that the specific LR AIRCRAFT Contractual Delivery Dates are not identified in Articles 5.a.1 and 5.a.2 and the specific XR AIRCRAFT Contractual Delivery Dates are not identified in Articles 5.a.3, 5.a.4, 5.a.5, 5.a.6 and 5.a.7, EMBRAER will give BUYER notice ("Final Delivery Notice") of the date on which EMBRAER considers that each such AIRCRAFT will be ready for inspection and such date shall be no fewer than [CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] (the "Inspection Date"). The Final Delivery Notice will be provided to BUYER by EMBRAER no later than [CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT].

a.8. RECONFIRMATION XR AIRCRAFT Deliveries

BUYER has the option to purchase up to one hundred (100) additional XR AIRCRAFT (the "Reconfirmation AIRCRAFT") in accordance with the terms of this Agreement. [CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]. The Reconfirmation AIRCRAFT shall be delivered in accordance with the following schedule, provided that all terms and conditions of this Article 5a.8 have been satisfied:

[CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

2. Effect of Rescheduling on AIRCRAFT BASIC PRICE. The rescheduling of the delivery months [CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

3. Effect of Rescheduling on Progress Payments. [CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] with respect to the XR AIRCRAFT whose delivery dates have been rescheduled pursuant to this Amendment No. 29, however, [CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] after giving effect to the rescheduling of delivery dates effected by this Amendment No. 29. For the avoidance of doubt, the dates when any additional progress payments must be made under Article 4 of the Purchase Agreement from and after the date hereof with respect to any rescheduled XR AIRCRAFT shall be based on the new delivery schedule for such rescheduled XR AIRCRAFT [CONFIDENTIAL MATERIAL OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT].

4. General. All other terms and conditions of the Purchase Agreement, which are not specifically amended by this Amendment, shall remain in full force and effect without any change.

[Intentionally left blank]

IN WITNESS WHEREOF, EMBRAER and BUYER, by their duly authorized officers, have entered into and executed this Amendment No. 29 to the Purchase Agreement to be effective as of the date first written above.

de Aeronautica S.A.

By : /S/ Satoshi Yokota By : /S/ Frederick Cromer

Name : Satoshi Yokota Name : Frederick Cromer

Title : Executive Vice-President Industrial Title : Vice President & Chief

Financial Officer

By : /S/ Flavio Ríimoli

Name : Flavio Ríimoli

Title : Director of Contracts

Date: February 26, 2003 Date: February 26, 2003

Place: Sao Jose Dos Campos, S.P. Place: Houston, Texas

Witness: /S/ Fernando Bueno Witness: /S/ Pam Baley

Name: Fernando Bueno Name: Pam Baley