

UNITED STATES  
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): **June 9, 2010**

**CONTINENTAL AIRLINES, INC.**  
(Exact Name of Registrant as Specified in Its Charter)

**DELAWARE**  
(State or Other Jurisdiction of Incorporation)

**1-10323**  
(Commission File Number)

**74-2099724**  
(IRS Employer Identification No.)

**1600 Smith Street, Dept. HQSEO, Houston, Texas**  
(Address of Principal Executive Offices)

**77002**  
(Zip Code)

**(713) 324-2950**  
(Registrant's Telephone Number, Including Area Code)

\_\_\_\_\_  
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act  
(17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act  
(17 CFR 240.13e-4(c))

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Item Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.  
5.02.

On December 1, 2009, the Board of Directors (the “Board”) of Continental Airlines, Inc. (the “Company”) adopted, upon the recommendation of the Human Resources Committee and subject to stockholder approval, the Continental Airlines, Inc. Incentive Plan 2010 (the “Incentive Plan”).

On February 17, 2010, the Human Resources Committee adopted an amended and restated form of the Incentive Plan, subject to approval by the Company’s stockholders, and, pursuant to the Incentive Plan, the Continental Airlines, Inc. Long Term Incentive and RSU Program (the “Program”).

As described in Item 5.07 of this Current Report on Form 8-K, the Company’s stockholders approved the Incentive Plan at the Company’s Annual Meeting of Stockholders held on June 9, 2010.

The material terms and conditions of the Incentive Plan and the Program are described in the section entitled “Proposal 2 – Approval of Incentive Plan 2010” in the Company’s Annual Proxy Statement on Schedule 14A filed with the Securities and Exchange Commission on April 23, 2010.

On June 9, 2010, the Human Resources Committee adopted and approved the form of Non-Employee Director Restricted Stock Award Notice, which is filed herewith as Exhibit 99.1.

Item Submission of Matters to a Vote of Security Holders.  
5.07.

At the Annual Meeting of Stockholders of the Company held on June 9, 2010, four proposals were voted upon by the Company’s stockholders. A description of the proposals and a tabulation of the votes follows:

1. The stockholders elected all nine director nominees to serve as members of the Company’s board of directors until the Company’s 2011 Annual Meeting of Stockholders:

Nominee	For Nominee	Withheld Vote	Broker Non-Votes
Kirbyjon H. Caldwell	99,204,559	6,968,339	19,909,504
Carolyn Corvi	104,510,048	1,662,850	19,909,504
Henry L. Meyer III	99,879,082	6,293,816	19,909,504
Oscar Munoz	105,437,306	735,592	19,909,504
Laurence E. Simmons	105,914,708	258,190	19,909,504
Jeffery A. Smisek	104,475,930	1,696,968	19,909,504
Karen Hastie Williams	103,393,944	2,778,954	19,909,504
Ronald B. Woodard	100,730,508	5,442,390	19,909,504
Charles A. Yamarone	99,172,354	7,000,544	19,909,504

2. The stockholders approved the Company’s Incentive Plan 2010:

For	Against	Abstain	Broker Non-Votes
97,633,907	8,031,025	508,466	19,909,504

3. The stockholders ratified the appointment of Ernst & Young LLP, independent public accountants, as the independent registered public accounting firm of the Company and its subsidiaries for 2010:

For	Against	Abstain	Broker Non-Votes
124,068,208	1,876,500	138,194	Not Applicable

4. The stockholders did not approve the adoption of a stockholder proposal relating to discontinuing stock option grants to senior executives:

For	Against	Abstain	Broker Non-Votes
2,540,569	103,066,895	565,934	19,909,504

Item Financial Statements and Exhibits.  
9.01.

(d) Exhibits

99.1 Form of Non-Employee Director Restricted Stock Award pursuant to the Continental Airlines, Inc. Incentive Plan 2010 (as amended and restated February 17, 2010).



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.

June 15, 2010

By/s/ Jennifer L. Vogel

Jennifer L. Vogel

Senior Vice President, General Counsel, Secretary and Chief Compliance Officer

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EXHIBIT INDEX

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99.1 Form of Non-Employee Director Restricted Stock Award pursuant to the Continental Airlines, Inc. Incentive Plan 2010 (as amended and restated February 17, 2010).

**NON-EMPLOYEE DIRECTOR  
RESTRICTED STOCK AWARD NOTICE**  
to \_\_\_\_\_

**Pursuant to the Continental Airlines, Inc.  
Incentive Plan 2010**

**Dated \_\_\_\_\_, 20xx**

This document (this "Award Notice") constitutes your formal notice of a Restricted Stock Award under the Continental Airlines, Inc. Incentive Plan 2010 (as amended from time to time, the "Plan"), and is dated as of the date set forth above (the "Grant Date").

1. **Grant of Restricted Stock.** Company hereby grants to you all rights, title and interest in the record and beneficial ownership of \_\_\_\_\_ (##,###) shares (the "Restricted Stock") of Common Stock. Capitalized terms used in this notice have the meanings set forth in the Plan unless otherwise specifically provided.
2. **Custody of Restricted Stock.** Upon satisfaction of the vesting provision set forth in Paragraph 4 or the occurrence of any of the events contemplated by Paragraph 5(b) or Paragraph 5(c), Company shall issue and deliver to you a certificate or certificates for such number of shares of Restricted Stock as are required to be issued and delivered under this Award Notice. Prior to the satisfaction of such vesting conditions or the occurrence of such events, the Restricted Stock is not transferable and shall be held in trust or in escrow pursuant to an arrangement satisfactory to the Administrator until such time as the restrictions on the transfer thereof have expired. No right or benefit hereunder shall in any manner be liable for or subject to any of your debts, contracts, liabilities, or torts. Notwithstanding any provision herein to the contrary, Company may, in its discretion, elect to complete the delivery of the Restricted Stock and/or vested shares by means of electronic, book-entry statement, rather than issuing physical share certificates.
3. **Risk of Forfeiture.** Subject to Paragraphs 5(b) and 5(c), if your membership on the Board terminates prior to the vesting date set forth in Paragraph 4, you shall forfeit the right to receive the Restricted Stock that would otherwise have vested on such date.
4. **Vesting.** Subject to Paragraphs 3 and 5, the shares of Restricted Stock subject to this Award Notice shall vest in full on the first anniversary of the Grant Date.
5. **Termination of Membership on the Board.** Voluntary termination of membership on the Board, removal from the Board, death or Disability, or termination of your membership on the Board in connection with ineligibility or a Change in Control, shall affect your rights under this Award Notice as follows:
  - (a) **Voluntary Termination or Removal.** If, other than as specified below, you voluntarily terminate membership on the Board or if you are removed as a member of the Board, then you shall forfeit the right to receive all shares of Restricted Stock that have not theretofore vested pursuant to Paragraph 4.
  - (b) **Death or Disability.** If your membership on the Board is terminated by death or Disability, then immediately all nonvested Restricted Stock shall be deemed fully vested, all restrictions (other than described in Paragraph 7) applicable to Restricted Stock shall terminate and Company shall release from escrow or trust and shall issue and deliver to you or your Personal Representative a certificate or certificates for all Restricted Stock.
  - (c) **Termination for Ineligibility or Removal upon or following a Change in Control.** All nonvested Restricted Stock shall be deemed fully vested, all restrictions (other than described in Paragraph 7) applicable to Restricted Stock shall terminate, and Company shall release from escrow or trust and shall issue and deliver to you a certificate or certificates for all Restricted Stock on the last day of your service as a member of the Board if (i) your membership is terminated because you are ineligible for nomination to the Board pursuant to the terms of Company's Corporate Governance Guidelines related to age or (ii) you are removed as a member of the Board upon or following a Change in Control.
6. **Ownership Rights.** Subject to the restrictions set forth herein and in the Plan, you are entitled to all voting and ownership rights applicable to the Restricted Stock, including the right to receive any cash dividends that may be paid on Restricted Stock, whether or not vested.
7. **Certain Restrictions.** By accepting the Restricted Stock, you agree that if at the time of delivery of certificates for shares of Restricted Stock issued hereunder any sale of such shares is not covered by an effective registration statement filed under the Securities Act of 1933, as amended (the "Act"), you will acquire the Restricted Stock for your own account and without a view to resale or distribution in violation of the Act or any other securities law, and upon any such acquisition you will enter into such written representations, warranties and agreements as Company may reasonably request in order to comply with the Act or any other securities law or with this Award Notice.
8. **Amendment and Termination; Electronic Delivery.** No amendment or termination of this Award Notice shall be made by the Board or the Administrator at any time without your written consent. You hereby consent and agree to electronic delivery of any Plan documents, proxy materials, and other related documents.
9. **Withholding of Taxes.** To the extent that the receipt of the Restricted Stock or the vesting of shares of Restricted Stock results in compensation income or wages to you for federal, state, local or foreign tax purposes, you shall deliver to Company at the time of such receipt or vesting, as the case may be, such amount of money as Company may require to meet its minimum obligation under applicable tax laws or regulations, and if you fail to do so, Company is authorized to withhold from any cash or stock remuneration (including withholding any Restricted Stock or vested shares distributable to you under this Award Notice) then or thereafter payable to you any tax required to be withheld by reason of such resulting compensation income or wages. You acknowledge and agree that Company is making no representation or warranty as to the tax consequences to you as a result of the receipt of the Restricted Stock, the vesting of the Restricted Stock or the forfeiture of any shares of Restricted Stock pursuant to the terms of this Award Notice.

10. **Other Requirements; Severability.** The shares granted pursuant to this Restricted Stock Award Notice are subject to the terms, provisions and such additional requirements and restrictions as may be set forth in the Plan and the Company's Corporate Governance Guidelines, including any applicable stock holding period requirements. In the event that any provision of this Award Notice shall be held illegal, invalid, or unenforceable for any reason, such provision shall be fully severable, but shall not affect the remaining provisions of this Award Notice and this Award Notice shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been included herein.

11. **Governing Law.** This Award Notice shall be construed in accordance with the laws of the State of Texas, without regard to conflicts of laws principles thereof.

CONTINENTAL AIRLINES, INC.

By: \_\_\_\_\_  
[Name]  
[Title]