BEFORE THE

DEPARTMENT OF TRANSPORTATION

WASHINGTON, D. C.

Joint Application of AMERICAN AIRLINES, INC. and FINNAIR OYJ under 49 USC 41308 and 41309 for approval of and antitrust immunity for agreement	OST-2002-

JOINT APPLICATION OF AMERICAN AIRLINES, INC. AND FINNAIR OYJ FOR ANTITRUST IMMUNITY

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April 4, 2002

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American Airlines, Inc. (and its affiliates TWA Airlines LLC, American Eagle Airlines, Inc., and Executive Airlines, Inc. d/b/a American Eagle) and Finnair Oyj hereby jointly apply, under 49 USC 41308 and 41309, for approval of and antitrust immunity for an alliance agreement (Exhibit JA-1). This request encompasses all agreements between the applicants that implement any part of the alliance agreement or are entered into by the joint applicants pursuant to that agreement. We request that antitrust immunity be effective at the earliest possible date, and remain in place for a period of at least five years.

I. INTRODUCTION AND SUMMARY

On June 9, 1995, Finland became one of the first countries to agree to an open skies partnership with the United States. Building on the pioneering open skies relationship with Finland, the United States has achieved open skies agreements with 56 nations throughout the world. The Department has approved antitrust-immunized alliances involving the homeland carriers of 12 open-skies European countries, including the Netherlands, Germany, Sweden, Norway, Denmark, Switzerland, Belgium, Austria, Italy, Iceland, France, and the Czech Republic.[1]

The alliance agreement between American and Finnair is pro-competitive and pro-consumer, as it promises substantial new on-line service benefits when the hub-and-spoke systems of the two carriers are combined to form a single, integrated network. American and Finnair will retain their independent corporate and national identities, but following grant of antitrust immunity will operate as if they were a merged entity.

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[1]See Order 93-1-11, January 11, 1993 (Northwest/KLM); Order 96-5-27, May 21, 1996 (United/Lufthansa) and Order 96-11-1, November 1, 1996 (United/Lufthansa/SAS); Order 96-6-33, June 14, 1996 (Delta/Swissair/Sabena/Austrian); Order 2000-5-13, May 11, 2000 (American/Swissair/Sabena); Order 99-12-5, December 3, 1999 (Northwest/KLM/Alitalia); Order 2000-10-13, October 13, 2000 (SAS/Icelandair): Order 2001-1-19, January 26, 2001 (United/Austrian/Lauda/Lufthansa/SAS); Order 2002-1-6, January 18, 2002 (Delta/Air France/Alitalia/Czech).

American and Finnair consider their alliance to be of vital strategic importance as they strive to remain competitive with the other immunized transatlantic alliances. Finnair considers its entry into a transatlantic alliance with American to be essential to its long-term competitive viability under the U.S.-Finland open skies regime.

The proposed American/Finnair alliance, as more fully described below, will involve coordination in such areas as codesharing, frequent flyer programs, global route and schedule planning, sales, advertising, and marketing, pricing and yield management, inventory and procurement, revenue allocation, ground handling, airport facilities and support services, cargo services, ticketing, and information technologies and distribution systems.

The American/Finnair alliance will significantly improve consumer convenience and choice, produce operating efficiencies that will create greater value for passengers and shippers, increase competition in thousands of city-pair markets, and generate economic benefits for communities across the worldwide networks of the two carriers. Improved air services will increase tourism and encourage local economic development, generating growth in employment and tax revenues. The alliance will also benefit the employees and shareholders of each company. American and Finnair employees will benefit

from growth opportunities at each of the carriers, and shareholders will enjoy improved returns resulting from synergies and market growth.

The American/Finnair agreement is fully consistent with U.S. international aviation policy, which has encouraged global arrangements between U.S. and foreign carriers in order to benefit consumers and enhance competition. See Statement of United States International Air Transportation Policy, 60 Fed. Reg. 21841, May 3, 1995.

The proposed American/Finnair alliance is a particularly suitable candidate for antitrust immunity because it will not substantially reduce or eliminate competition in any relevant market. American does not operate its own service to Finland,[2] and thus there are no overlaps between the two carriers in the U.S.-Finland nonstop market. The U.S.-Europe market is highly competitive, and shares of American in combination with Finnair are modest, as shown in Exhibit JA-9.

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[2]American currently has access to the Finland market under a codesharing arrangement with Finnair, approved by the Department under assigned authority on December 22, 1998 (undocketed), and amended on January 7, 2000 (OST-99-6544).

II. DESCRIPTION OF THE AGREEMENT

The alliance agreement between American and Finnair (Exhibit JA-1) is comparable to a number of other agreements that have been accorded antitrust immunity by the Department. The American/Finnair agreement provides a contractual framework for cooperation in all of the major functional areas of the airlines' operations.

If the American/Finnair joint application is approved and antitrust immunity is granted, the joint applicants will then proceed to coordinate and integrate their operations in areas such as scheduling, marketing, pricing, planning, joint services, and related matters. Notwithstanding such cooperation and joint operations, each airline will retain its separate identity, brand, ownership, and control. The proposed American/Finnair alliance does not involve any exchange of equity or other forms of cross-ownership.

The alliance agreement contemplates the following coordinated activities between American and Finnair:

1. Codesharing. Each carrier will codeshare on the U.S.-Finland services operated by the other. As noted above, only Finnair presently operates nonstop U.S.-Finland flights. In conjunction with their U.S.-Finland services, the carriers will also codeshare on connecting services that they operate within the United States and Finland, and to points in third

countries insofar as permitted by applicable air transport agreements.

2. Revenue allocation. The carriers will develop a method for allocating revenues derived from the operation of their alliance services, such as revenue sharing or pooling.

3. Pricing. The carriers will cooperate in establishing rates, fares, and pricing strategies for services provided under their alliance agreement.

4. Yield management. The carriers will cooperate regarding inventory control and yield management as those functions relate to services provided under their alliance agreement. The carriers will provide each other access to their respective yield management systems, and will consult closely in the yield management process.

5. Schedules. The carriers will jointly plan their respective schedules for U.S.-Finland services and related connecting services in order to maximize and optimize feasible routings and service options available to consumers, and to minimize connecting times for the benefit of consumers.

6. Marketing and product. The carriers will jointly and individually market, promote, and advertise the services covered by the alliance agreement. They will also seek to harmonize their respective service standards and will jointly develop new products, where appropriate. The carriers may seek

to use an alliance mark to represent their alliance and to link their frequent flyer programs, upon receipt of any governmental authorizations that may be required.

7. Frequent flyer programs. The carriers will offer reciprocal frequent flyer programs that will allow members of one carrier's frequent flyer program to accrue mileage and redeem awards on the services of the other.

8. Sales and expenses. The carriers will jointly determine the most efficient strategies for selling alliance services, coordinating their sales forces, and allocating their sales resources.

9. Airports. The carriers contemplate sharing facilities at the common airports they serve insofar as practical.

10. Cargo. The carriers will cooperate in the transportation of cargo between the United States and Finland and in other markets.

11. Cost reduction. The carriers will attempt to coordinate their purchases of goods and services in order to realize cost savings and eliminate redundancies, where possible. They will also coordinate their travel intermediary commission structures and other incentive arrangements as they relate to the services offered under the alliance agreement.

The foregoing areas of coordination will allow American and Finnair to generate significant efficiencies and provide a broader range of enhanced and more competitive on-line services. The joint applicants state that the benefits and efficiencies of their alliance cannot be achieved to the same degree absent antitrust immunity. Specifically, such benefits will include:

1. Greater choice and ease of connections. By codesharing across each other's networks, American and Finnair will offer the traveling public a greater choice of destinations and competitive routings. American serves 218 cities worldwide, and Finnair serves 63 (Exhibit JA-7). Integration of their two networks will create a total of 13,734 potential new on-line city-pairs (Exhibit JA-7A).

The Department has recognized that codesharing agreements for beyond and behind points offer superior "seamless service" and provide greater convenience and other benefits to consumers than standard interline agreements. See Order 2000-4-22 (show-cause), April 21, 2000, p. 18 (American/Swissair/Sabena); Order 96-5-12, May 9, 1996 (United/Lufthansa). Customers making a trip involving multiple flights on American and Finnair will enjoy one-stop shopping, using a single ticket, checking through baggage, and obtaining all required boarding passes at the outset of their journey.

In addition, American and Finnair intend to coordinate schedules and, wherever possible, co-locate terminals, to maximize customer convenience and service and improve the connecting process. Similarly, arrival and departure gates will be moved closer together wherever possible, and operations will be transferred from one terminal to another to minimize walking distances between connecting flights. A broader range of flight times and co-location of facilities is clearly in the interest of consumers, not only because that will offer greater choice, but also because it will reduce the inconvenience to customers associated with delays or other disruptions resulting from weather conditions, mechanical problems, or other factors.

2. Reciprocal frequent flyer programs. Customers will also benefit from coordination of the American and Finnair frequent flyer programs. These programs will become fully reciprocal; mileage accrued on one alliance carrier can be used not just for awards on the other, but to achieve a higher tier of membership. In addition, members of the alliance partners' club programs will gain access to additional airport lounges and will receive priority bookings on flights across the alliance network.

3. Availability of lower fares. The American/Finnair alliance will generate lower fare opportunities for passengers as a result of coordination of the yield management process, which will enhance the carriers' ability to predict customer demand.

4. Cost benefits and efficiencies. The proposed alliance will produce a range of cost synergies and efficiencies that will result in more cost-effective operations. Such benefits will extend to customers in the form of lower fares and improved services. The primary cost benefits will result from coordination of sales and airport operations, joint promotions and marketing, and joint purchasing. In addition, American and Finnair anticipate significant efficiencies from cooperation in the area of yield management.

5. Quality of service. American and Finnair each has a long-established commitment to innovative and excellent service. Their proposed alliance will facilitate achievement of the highest common level of customer service.

III. THE APPLICABLE LEGAL STANDARD FOR APPROVING AND GRANTING ANTITRUST IMMUNITY TO THE AMERICAN/ FINNAIR ALLIANCE

In relevant part, the controlling statute provides that the Department "shall approve an agreement...when the Secretary finds it is not adverse to the public interest and is not in violation of this part." 49 USC 41309(b). The Department has discretion to grant antitrust immunity to agreements approved under Section 41309 if it finds that immunity is required by the public interest. 49 USC 41308. The Department's established policy is to grant antitrust immunity with respect to agreements that are found not substantially to reduce or eliminate competition, if the Department concludes that antitrust immunity is required in the public interest, and that the parties will not proceed with the transaction absent antitrust immunity. See Order 2000-4-22 (show-cause), April 21, 2000, p. 9 (American/Swissair/Sabena); Order 96-5-27, May 21, 1996, p. 17 (United/Lufthansa); Order 93-1-11, January 11, 1993, p. 11 (Northwest/KLM).

As explained below, the proposed American/Finnair alliance clearly meets the public interest test. Since the alliance will not substantially reduce or eliminate competition, but rather will stimulate more vigorous competition and consumer choice, the Department should approve the alliance and grant it antitrust immunity.

IV. APPROVAL OF THE AMERICAN/FINNAIR AGREEMENT WILL PROMOTE THE PUBLIC INTEREST

A. Joint Operations Will Enable The Alliance To Offer New And Improved Services

Section II describes the substantial public benefits that will accrue from an integrated alliance between American and Finnair. Those benefits, which closely mirror those achieved by previously immunized transatlantic alliances, include the ability to provide passengers and shippers with greater choice and improved, seamless service throughout an expanded international alliance route network, while also increasing the scope of each carrier's frequent flyer program. In addition, the cost benefits and efficiencies that can be obtained from an integrated alliance operation will be passed on to customers in the form of superior service and lower fares.

There is ample evidence that international alliances generate benefits to consumers. The Department's December 1999 report, International Aviation Developments: Global Deregulation Takes Off, demonstrated the significant pro-competitive effects of multinational alliance development in transatlantic markets. That report identified pro-competitive changes in industry structure, including better and more competitive service as alliances expand and overlap. It documented enormous consumer benefits, both in terms of improved service and

price reductions. It noted important consequences of alliance development not just for air travel consumers, but for local and national economies as well, due to greatly increased air travel. And it noted important benefits for domestic European consumers and airlines, as increased transatlantic traffic feed has enabled European carriers to significantly expand their networks.

In October 2000, the Department issued a follow-up report, Transatlantic Deregulation, The Alliance Network Effect, which bolstered the conclusion that as transatlantic deregulation unfolds, competition has intensified and provided consumers with significant price benefits. The Department found that deregulation is at the heart of transatlantic traffic growth; that consumer demand and increased competition are driving airlines to access as many markets and passengers as possible in the most efficient way possible; and that alliance-based networks are the principal driving force behind transatlantic price reductions and traffic gains. The Department concluded that "[t]he 'Alliance Network Effect' will therefore play a key role in the evolving international aviation economic and competitive environment" (p. 5, emphasis added).

The full network benefits of the American/Finnair alliance cannot occur absent the Department's grant of antitrust immunity. The Department has acknowledged that, without antitrust immunity, airlines may be prevented from forming alliances which offer significant competitive and efficiency benefits. See Order 2000-10-13, October 13, 2000, p. 13 (SAS/Icelandair) ("the record suggests that the joint applicants could be subject to extensive and burdensome antitrust litigation if we did not grant immunity...[and] also persuades us that they will not proceed without it"); Order 96-5-12, May 9, 1996 (show-cause), p. 26 (United/Lufthansa) (the applicants "could be exposed to liability under the antitrust laws if we did not grant immunity"); GAO Report to Congressional Requesters, April 1995, p. 30 ("the key benefit of immunity...is the protection from legal challenge by other airlines," thereby allowing the participants "to more closely integrate their operations and marketing than they otherwise would for fear of legal reprisal").

Legal, operational, and financial obstacles effectively preclude the formation of integrated international route networks either by merger or by the unilateral expansion of a single carrier's system. See Statement of United States International Air Transportation Policy, 60 Fed. Reg. 21841, 21842, May 3, 1995. Expansion by means of alliances remains

the only option, and the feasibility of alliance formation is predicated on securing antitrust immunity. American and Finnair submit that the full public benefits offered by their proposed alliance cannot be achieved absent antitrust immunity. The establishment of a fully integrated alliance network depends on the ability of alliance carriers to coordinate prices, routes, and schedules, sales and marketing activity, and inventory, and to develop common strategic and financial objectives in order to compete with other antitrust-immunized international alliances. Such activities inevitably would expose the joint applicants to potential antitrust liability. Therefore, American and Finnair have determined that it is not feasible to proceed with their proposed alliance absent antitrust immunity.

B. The Alliance Will Not Substantially Reduce Competition In Any Relevant Market

The proposed American/Finnair alliance will not substantially reduce or eliminate competition in any relevant market.

1. Global Market

The American/Finnair alliance will boost competition in the global air transport services market. As the Department has recognized, there exists today "a worldwide aviation market in which travelers have multiple competing options for reaching destinations over multiple intermediate points." Order 99-4-

17, April 22, 1999 (show-cause), p. 15 (American/Lan Chile). The global market is driven by a number of competing global network systems, including "integrated alliances that can offer a multitude of new on-line services to a vast array of city-pair markets, on a global basis" (id.). The addition of American/Finnair to the ranks of global alliances will create additional consumer choice, and enhance competition in the international marketplace.

2. U.S.-Europe Market

An immunized alliance between American and Finnair will not substantially reduce competition in the U.S.-Europe market. Finnair's U.S.-Europe annual passenger bookings account for a market share of 0.20%, while United has 10.22%, Delta, 9.15%, and American, 7.57% (Exhibit JA-9). Among all U.S.-Europe carriers, Finnair ranks 20th in market share (id.).

As the Department found in Order 2000-10-13, October 13, 2000, p. 10 (SAS/Icelandair), "[t]he U.S.-Europe marketplace is highly competitive. Eight U.S. airlines provide scheduled passenger service in this market from their hubs, either individually or in conjunction with an existing alliance. The U.S.-Europe market is also served by more than 30 foreign airlines, principally from hubs in their homelands." In these circumstances, the proposed integration of transatlantic operations by American and Finnair will enhance competition

in the U.S.-Europe market by increasing their ability to compete against other carriers and alliances.

3. U.S.-Nordic Market

The proposed American/Finnair alliance will not have an adverse impact on competition in the U.S.-Nordic market (Denmark, Finland, Norway, and Sweden). American does not operate nonstop service to any Nordic country. Apart from Finnair's nonstop New York (JFK)-Helsinki service, the U.S.-Nordic market is served on a nonstop basis exclusively by SAS (Exhibit JA-4), a member of the competing Star Alliance. Indeed, SAS and its immunized Star partners have a 40% share of the U.S.-Nordic market (Exhibit JA-9, p. 2), while American has a 4.5% share, and Finnair has a 3.3% share (id.). An immunized alliance between American and Finnair will provide greater competition between the U.S. and the Nordic region.

4. U.S.-Finland Market

The proposed American/Finnair alliance will not have an adverse impact on competition in the U.S.-Finland market. American does not operate nonstop service to Finland, and is not a significant competitor in that market in any other respect.

While Finnair offers the only nonstop service to Helsinki from the U.S., its U.S.-Finland annual passenger bookings account for a market share of less than 22%, as shown

in Exhibit JA-9, p. 3. The U.S.-Finland market is served by a number of European carriers via hubs such as Frankfurt, Copenhagen, London, Amsterdam, and Paris. Three carriers -- Lufthansa, SAS, and British Airways -- each have U.S.-Finland market shares exceeding 10% (id.). A more detailed analysis of the top 10 U.S.-Finland markets is set forth in Exhibit JA-11.

The evidence is clear that U.S. airlines are using their international aviation alliances and partnerships to carry a larger volume of traffic between the U.S. and Finland via European gateways. The opportunities for improved service and competition made possible by the U.S.-Finland open skies agreement will respond effectively to any competitive concerns in the U.S.-Finland market.

V. APPROVAL AND GRANT OF ANTITRUST IMMUNITY FOR THE ALLIANCE WILL PROMOTE IMPORTANT U.S. AVIATION POLICY GOALS

The past several years have witnessed a remarkable expansion of airline service to and from the United States. Much of this growth has resulted from the Department's initiatives, including the April 1995 Statement of International Air Transportation Policy, which have generated 56 open skies bilateral agreements between the U.S. and major trading partners in Europe, Africa, Asia, and the Americas. The Department has described open skies as "a critical element of our international aviation policy.... Open skies agreements assure the

most liberal operating environment for air services." Order 99-4-17, p. 19.

The Department has recognized that the progress of its open skies policy and the development of a series of competing international alliance networks are inextricably linked. Thus, the cultivation of such alliances has become a U.S. aviation policy objective. The Department has found that "one of the major public benefits resulting from our success in signing open skies aviation agreements around the globe is the creation of new competitive airline alliances that we are now seeing to provide global aviation services. Markets in Asia, Europe, and North America are now an integral part of existing competing airline networks" (Order 99-4-17, pp. 20-21). The Department further found that "competition between and among these global alliances is likely to play a critically important role in ensuring that consumers...have multiple competing options to travel where they wish as inexpensively and conveniently as possible" (id.).

Failure to approve and grant antitrust immunity to the American/Finnair alliance would have significant negative consequences, both in terms of relations between the United States and Finland, and of U.S. international aviation policy in Europe. When the Department approved and immunized the Northwest/KLM alliance in 1993, it clearly was sensitive to the

inevitable intersection between an open skies agreement with a foreign country and granting antitrust immunity to a U.S. carrier forming an alliance with a carrier of that country. Indeed, the Department stated that "denial of antitrust immunity would contravene the spirit of the accord and be counterproductive to the United States' relations with the Netherlands" (Order 93-1-11, p. 12). Today, the substance of the U.S. open skies policy, as well as the spirit of the pioneering U.S.-Finland open skies agreement, provide equally compelling support for the Department's approval of and grant of antitrust immunity to the American/Finnair alliance agreement.

VI. GRANT OF ANTITRUST IMMUNITY IS ESSENTIAL FOR EFFECTIVE AND EFFICIENT JOINT OPERATIONS OF THE ALLIANCE AND IS CONSISTENT WITH THE STATUTE AND WITH DOT POLICY AND PRECEDENT

The degree of integration necessary for the American/Finnair alliance to operate effectively and efficiently makes antitrust immunity a prerequisite for the parties to go forward. Absent antitrust immunity, the many public benefits offered by the alliance would be lost.

The proposed alliance between American and Finnair is an end-to-end linkage, with little network overlap. In effect, this is an alliance of non-competitors. The alliance, both legally and commercially, lacks the potential to produce adverse competitive effects.

Indeed, the competitive impact of the alliance is entirely positive. It will create yet another competing transatlantic network and intensify the pressure on other trading partners for full liberalization. It will improve economic and trade ties with Finland, increase job opportunities for U.S. aviation employees, and stimulate economic growth in communities throughout the United States. An alliance that offers such a wide range of public benefits clearly meets the statutory test of 49 USC 41308 and 41309 for approval and antitrust immunity.

In applying the statutory standard to this application, the Department can rely on its consistent precedents in other recent alliance approval and antitrust immunity cases. Like Northwest/KLM (Order 93-1-11), United/Lufthansa/SAS (Order 96-5-27 and Order 96-11-1), and Delta/Air France/Alitalia/Czech (Order 2002-1-6), the American/Finnair alliance will link substantial hub-and-spoke systems on each side of the Atlantic into a single, integrated network to provide seamless transportation services to international passengers and shippers. The Department should have no concern about approving and granting antitrust immunity to this alliance.

VII. OTHER APPROVAL ISSUES AND CONDITIONS

A. Computer Reservations Systems

Consistent with the Department's decisions in Northwest/KLM, United/Lufthansa/SAS, and other immunity proceedings, the grant of antitrust immunity here should also cover the coordination of (1) the presentation and sale of the applicants' airline services in computer reservations systems, and (2) the operations of their respective international reservations system. In the Northwest/KLM approval, the Department determined that, while the coordination of CRS activities arguably could reduce competition, that concern was not so significant as to outweigh the justification for granting antitrust immunity. See Order 93-1-11, pp. 15-16. The same conclusion applies with equal force in this proceeding. We recognize, however, that the immunity will not extend to the joint applicants' management of any interest they may have in individual CRSs. See Order 98-10-20, October 20, 1999, p. 18 (American/Lan Chile).

B. Duration Of Approval And Immunity

The joint applicants request that the Department approve and grant antitrust immunity to their alliance for a five-year term, consistent with the duration of approvals granted to Northwest/KLM (Order 93-1-11), United/Lufthansa (Order 96-5-27), United/Lufthansa/SAS (Order 96-11-1),

American/Swissair/Sabena (Order 2000-5-13), Northwest/Malaysia (Order 2000-10-12), and other immunized alliances. As the Department concluded in Northwest/KLM, "a shorter term may not allow the full effect of the implementation of the agreement to become apparent. Furthermore, Section 414 [now 49 USC 41308] does not require us to review the implementation of the agreement within a shorter period of time" (Order 93-1-11, p. 16).

C. IATA Tariff Coordination

In conjunction with the Department's approval and grant of antitrust immunity to their alliance, American and Finnair are prepared to consent to the imposition of the now-standard condition prohibiting participation in certain IATA tariff coordination activities. See Order 96-6-33, p. 17; Order 96-11-1, p. 19; Order 99-4-17, p. 22.

D. Use Of Common Service Name Or Brand

The joint applicants are prepared to accept a condition similar to that imposed on other immunized alliances; if they choose to operate under a common name or brand, they will seek separate approval from the Department prior to such operations.

E. O&D Survey Data Reporting Requirement

The joint applicants are also prepared to accept a condition whereby Finnair may be required to report full-itinerary Origin-Destination Survey of airline passenger traffic for all passenger itineraries containing a U.S. point on the understanding that such data will be handled on a confidential basis by the Department. The joint applicants will accept such a data reporting condition if it is consistent with that imposed on other immunized alliances.

VIII. RESPONSE TO ADDITIONAL INFORMATION REQUIREMENTS

In order to expedite the Department's review of the American/Finnair immunity application, we are providing the following information, modeled after evidence requests in other antitrust-immunity proceedings (see, e.g., Northwest/KLM/Alitalia, Order 99-5-10, May 21, 1999).

(A) Provide all joint applicants' corporate documents (in English or with English translations) dated within the last two years that address competition in the U.S.-Finland market.

Any such responsive documents will be submitted separately by American and Finnair, accompanied by a joint motion for confidential treatment under 14 CFR 302.12.

(B) Provide all joint applicants' studies, surveys, analyses, and reports (in English or with English translations) dated within the last two years, which were prepared by or for any officer(s) or director(s) (or individuals(s) exercising similar functions) for the purpose of evaluating or analyzing the proposed enhanced alliance with respect to market shares, competition, competitors, markets, potential for traffic growth or expansion into geographic markets, and indicate (if not contained in the document itself) the date of preparation, the name and title of each individual who prepared each such document.

Any such responsive documents will be submitted separately by American and Finnair, accompanied by a joint motion for confidential treatment under 14 CFR 302.12.

(C) Provide Origin & Destination (O&D) traffic for the most recent 12-month period available for Finnair's top 100 markets with a U.S. gateway city as a passenger origin or destination point.

This information is provided in Exhibit JA-10.

(D) In addition to the information requested in the preceding item, provide an analysis of the effect on international competition of the proposed closer arrangements among the joint applicants. Specifically, address the competitive

effect in city-pair markets where Finnair now competes with American.

The requested competitive analysis is provided in Section IV.B.

(E) Describe the extent to which airport facilities, including gates and slots, are available to U.S. flag carriers who want to begin or increase service to Finland.

Helsinki airport is not slot-constrained. Gates are assigned by the national aeronautical authority on a non-discriminatory basis, and do not constitute a barrier to entry.

(F) Discuss significant service and equipment changes anticipated by the joint applicants, and the integration of American's domestic route system with the international route systems of Finnair.

At the present time, American and Finnair do not anticipate any significant service or equipment changes as a result of their proposed alliance. The joint applicants may make both service and equipment changes in the future for commercial or economic reasons, or to the extent that regulatory requirements necessitate such changes. The joint applicants anticipate the integration of their route systems through codesharing, schedule adjustments, relocation of terminal facilities, and other measures, as discussed above in Section II.

(G) Describe any effect of granting the application on Civil Reserve Air Fleet (CRAF) commitments of American.

The American/Finnair alliance will have no impact on American's CRAF commitments.

(H) Discuss any labor effects of the proposed alliance, and whether, how, and to what extent employees of the applicant airlines will be integrated. In particular, state whether the transaction or a similar type of transaction has been the subject of recent collective bargaining discussions between American and its unions. Provide a discussion of whether both union and non-union employees adversely affected by the alliance would be compensated or otherwise protected.

American believes that the transaction raises no significant labor issues. American and Finnair will remain independent. No significant impact on unionized employees is anticipated under the agreement. American and Finnair believe that the long-term impact of the transaction will be positive for all existing employees and for new job creation.

CONCLUSION

For the foregoing reasons, American and Finnair urge the department to approve, on an expedited basis, their alliance agreement under 49 USC 41309, and to grant antitrust immunity under 49 USC 41308.

Respectfully submitted,

JOHN L. RICHARDSON

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CARL B. NELSON, JR.
Associate General Counsel
American Airlines, Inc.

April 4, 2002

ALLIANCE AGREEMENT

This Alliance Agreement (this "Agreement"), dated as of March 20, 2002, is

between **Finnair Oyj**, a company organized under the laws of Finland, having its principal office at Tietotie 11 A, Helsinki Airport, 01053 Finnair, Finland ("Finnair"),

and **American Airlines, Inc.**, a corporation organized under the laws of the State of Delaware, having its principal office at 4333 Amon Carter Boulevard, Fort Worth, Texas 76155, United States of America ("American").

RECITALS

1. Finnair and American each provide air transportation services and seek to attain the highest standards of quality service and value for the benefit of the traveling public;

2. Finnair and American desire to offer customers a wider choice of air transportation options at competitive prices, to optimize the use of aircraft capacity and ground facilities, and to provide coordinated scheduling and seamless coordinated services for international travelers in order to increase the use of those services by the traveling and shipping public; and

3. Finnair and American intend to implement and perform the activities contemplated by this Agreement in conformity with applicable laws and regulations and to seek Antitrust Immunity from the U.S. Department of Transportation, with notice to the Finnish Competition Authority and the European Commission, without which the Parties will not proceed with certain activities hereby contemplated.

NOW, THEREFORE, in consideration of the mutual covenants and promises in this Agreement, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Terms with their initial letters capitalized (or otherwise defined) will have the meanings ascribed to them in Annex A, or where otherwise defined in this Agreement.

ARTICLE II
SCOPE

Section 2.1. Subject to the terms and conditions of this Agreement, American and Finnair desire (a) to compete effectively on a worldwide basis; and (b) to establish marketing and operational synergies worldwide.

Section 2.2. In this regard, the Parties have entered into the Related Agreements in order that they may:

(a) codeshare on (i) flights operated by each other between gateway points in the United States and Finland, (ii) flights operated by American between U.S. gateway points and selected other U.S. points, (iii) flights operated by Finnair between Finnish gateway points and selected other points in Finland, and (iv) flights via and to points in third countries, including points beyond the United States and Finland in accordance with the Codeshare Agreement as set forth in Annex B;

(b) cooperate in marketing, selling and providing cargo transportation in the U.S. - Finland market and other markets; and

(c) participate in other joint and coordinated activities as may be agreed by the Parties, including, but not limited to:

(i) marketing and advertising of the activities contemplated in this Agreement;

(ii) cooperating in the sale and distribution of the Codeshared Flights, other passenger flights and cargo services;

(iii) coordinating flight schedules in selected markets of the Codeshared Flights;

(iv) cooperating in pricing strategies, including fares and fare categories;

(v) cooperating in the control of inventories and yield management functions relating to the Codeshared Flights;

(vi) cooperating in determining travel agency commission levels and override and incentive programs;

(vii) harmonizing service and product standards in order to provide a seamless product to Codeshared Passengers and other passengers;

(viii) reducing costs and redundancies through coordinated or joint purchase of goods and services from third party suppliers and vendors;

(ix) cooperating on the methodology for the allocation of revenue from Codeshared Flights, including, if mutually agreed, the pooling or sharing of revenue, and optimizing pricing opportunities in the U.S.-Finland markets; and

(x) participating in any other joint and coordinated activities as may be agreed between the Parties in connection with the activities contemplated herein.

ARTICLE III
GOVERNMENTAL APPROVALS AND ANTITRUST IMMUNITY

Section 3.1. Each Party will cooperate fully with the other and will use its commercially reasonable efforts to apply for and obtain, in a timely manner, all Governmental Approvals required in connection with the transactions contemplated in this Agreement and the Related Agreements. The Parties acknowledge that certain of the transactions contemplated in this Agreement and the Related Agreements are subject to the jurisdiction of and review by Competent Authorities, including, without limitation, the U.S. DOT, the FCA and the FCCA, and require Governmental Approvals, in the absence of which the transactions requiring such Governmental Approvals will not be implemented.

Section 3.2. The Parties will, after the execution of this Agreement, prepare and file with the U.S. DOT a joint application for Antitrust Immunity and with the EC and FCA a notification or application, as required. In the event that Antitrust Immunity or FCA authorization is not granted (or is granted subject to limitations, restrictions or conditions that are not reasonably acceptable to both Parties), the Parties will not implement those transactions or activities contemplated by this Agreement with respect to which the Parties believe Antitrust Immunity or authorization is required.

ARTICLE IV
CONFIDENTIALITY

Section 4.1. Except as expressly provided in this Agreement or a Related Agreement, neither Party may sell, transfer, publish, disclose, display or otherwise make available the Confidential Information of the other Party, or of both Parties to any third party (including Affiliates of the Party so restricted), except as may be required by Applicable Law (including requirement by oral questions, interrogatories, subpoenas, civil investigative demands or similar processes), in which case the Party from whom disclosure is sought (the "Disclosing Party") will promptly notify the other Party (the "Affected Party"). To the extent that the Affected Party objects to the disclosure of its Confidential Information, the Disclosing Party will (at the Affected Party's expense) use all reasonable efforts (i) to resist making any disclosure of such Confidential information, (ii) to limit the amount of such Confidential information to be disclosed, and (iii) to obtain a protective order or other appropriate relief to minimize the further dissemination of any Confidential Information to be disclosed. In addition, neither Party will disclose the Confidential Information received to any of its Representatives except on a need-to-know basis for the purposes of implementing and administering this Agreement or the relevant Related Agreements; provided, however, that prior to any such disclosure, the Disclosing Party will inform all such Representatives of the confidential nature of the information, and that it is subject to this non-disclosure obligation, and will further instruct such Representatives to treat such information confidentially. American and Finnair each agrees to be responsible for any breach of the provisions set forth in this Article IV by its respective Representatives. Furthermore, neither Party will use the Confidential Information of the other Party for any purpose other than as expressly provided in this Agreement or in a Related Agreement. The initial public announcement relating to this Agreement and the transactions contemplated herein will be made jointly by the senior executives of American and Finnair in a mutually agreed format. Such announcement will be prepared jointly and will be made as soon as practicable.

Section 4.2. Each Party acknowledges and agrees that the Party disclosing its Confidential Information pursuant to this Agreement or any Related Agreement will have no adequate remedy at law if there is a breach or threatened breach of this Article IV and, accordingly, the Affected Party will be entitled to an injunction or other equitable or similar preventative relief available under the laws of any jurisdiction against the other Party or its Representatives for such breach or threatened breach. Nothing herein will be construed as a waiver of any other legal or equitable remedies which may be available to the Affected Party in the event of a breach or threatened breach of this Article IV and the Affected Party may pursue any other such remedy, including the recovery of damages.

Section 4.3. The restrictions and obligations of a Party receiving Confidential Information and the rights of an Affected Party under this Article IV will survive the termination of this Agreement and each of the Related Agreements for a period of five (5) years.

ARTICLE V
TERM; RENEWAL

Section 5.1. This Agreement will be effective as of the date first written above and shall continue in effect for a term of five (5) years from the effective date of Antitrust Immunity, unless terminated earlier pursuant to Article VI. This Agreement may be renewed for a subsequent term of a duration to be determined upon mutual agreement of the Parties.

ARTICLE VI
TERMINATION

Section 6.1. This Agreement may be terminated as follows:

(a) at any time by mutual agreement of the Parties;

(b) in the event of a breach of any material term, representation or warranty of this Agreement or the Related Agreements by the other Party; provided, however, that the non-breaching Party must provide written notice to the other Party, which notice shall describe, with as much particularity as reasonably practicable, the alleged breach. Termination pursuant to this section shall be ineffective if the alleged breaching Party shall, within 30 days following receipt of such notice (i) correct such breach, or (ii) if the breach cannot be completely corrected within such 30 days, take actions reasonably intended to correct such breach and completely correct such breach no later than 60 days following the receipt of the notice;

(c) at any time by either Party if the other Party (i) makes an assignment for the benefit of creditors; (ii) suspends the payment of or admits in writing its inability to pay, or generally fails to pay, its debts as they become due; (iii) has suspended (as declared by a clearing house) its transactions with banks and/or other financial institutions or proposes or commences a moratorium upon or extension or composition of its debts; (iv) has issued against it any writ, execution, process or abstract of judgment which may have a material adverse effect on it and which is not dismissed, satisfied or stayed within sixty (60) days; (v) files a petition for bankruptcy, composition, corporate reorganization, corporate liquidation, arrangement or special liquidation proceedings;

(d) at any time by one Party if the other Party (i) merges or consolidates with or into any other person or entity except when, immediately after such merger or consolidation, the shareholders of the Party immediately prior to the merger or consolidation continue to own more than 80% of the common equity of the Party and, if the Party is not the surviving entity, the surviving entity assumes in writing all of the obligations and responsibilities of the Party under this Agreement and the Related Agreements; (ii) sells or otherwise transfers all or substantially all of its assets to any other person or entity; (iii) has more than 50% of its ordinary equity owned at any time of determination by a person, entity or group that held less than such percentage immediately prior to such time of determination; or (iv) if a third party (or third parties acting as a group) acquires 20% percent or more of the beneficial ownership of the Party's common equity in one or more transactions;

(e) in the event that the U.S. DOT, EC or FCA issues an order denying the Parties' joint application for antitrust approval, or prohibits the cooperation under this Agreement or the Related Agreements, or grants the application but with limitations, conditions or restrictions that are different than those requested by the Parties or otherwise unacceptable to the Parties, then, within 10 Business Days of such issuance, prohibition or conditional grant, either Party shall have the right to terminate this Agreement in its sole discretion, unless the Parties agree to extend such 10 Business Day termination period in writing;

(f) in the event that any Governmental Approval by a Competent Authority, including the grant of Antitrust Immunity, is subsequently revoked or altered by any Competent Authority with respect to either Party, or if any part of this Agreement is, or shall become, or shall be declared illegal, invalid or unenforceable in any jurisdiction with such revocation, alteration, illegality, invalidity or unenforceability having a material adverse effect (also taking into account the comparable effects on other airline alliances) on the Party seeking to terminate this Agreement;

(g) by either Party upon providing at leas REDACTED prior written notice to the other Party.

Section 6.2. Actions upon Termination

(a) Upon any termination pursuant to this Agreement:

(i) each Party agrees to use all reasonable efforts to minimize the cost of termination for the other Party and to minimize customer confusion and other potential adverse effects of the termination;

(ii) each Party will, within ninety (90) days of termination, either deliver to the other Party, or destroy, all of such other Party's Confidential Information then in its possession (including all copies hereof, other than copies of this Agreement and the Related Agreements) and will purge all such Confidential Information encoded or stored, on magnetic or other electronic media or processors; provided that, each Party may retain such Confidential Information as may be required for its continued performance under any Related Agreement which has not been so terminated or as specifically permitted in this

Agreement or in the relevant Related Agreement. Notwithstanding the foregoing provisions of this Section 6.2(a)(ii), if it is not feasible for a Party (after the Party has made all reasonable efforts) to deliver or destroy any portion of the other Party's Confidential Information because of non-segregable melding of Confidential Information of both Parties and because the delivery or destruction of such Confidential Information would cause a material disruption to that Party's operations, then the Party will not be obligated to deliver or destroy such Confidential Information, provided that, it will notify and identify to the other Party (with as much specificity as is reasonably possible) the Confidential information which is incapable of being delivered or destroyed; and

(iii) the Related Agreements shall terminate with effect described therein.

(b) Either party may pursue all other rights and remedies available to it for any breach by the other Party of any provision of this Agreement or any of the Related Agreements.

ARTICLE VII
ALLIANCE COMMITTEE

Section 7.1. Within thirty (30) days after the date of this Agreement, American and Finnair will create an alliance committee for the purpose of implementing the transactions contemplated herein (the "Committee"). American and Finnair will each designate two (2) management representatives to the Committee and each will have the right to replace its designees at any time, in each case by written notice to the other. The Committee will endeavor to meet quarterly (in person or by telephone) at a mutually agreed time and location and will endeavor to meet at such additional times as it determines are necessary or appropriate for the performance of its responsibilities hereunder, or as reasonably requested by either of the Parties. Each meeting will be conducted in accordance with an agenda. Either Party may place an item on the agenda of any such meeting of the Committee. From time to time, as the Committee deems appropriate, the Committee may establish and oversee working groups, which will be responsible for executing certain aspects of the responsibilities described below. These working groups will be composed of members in equal number from each of American and Finnair (unless otherwise agreed), and will meet as frequently as necessary to accomplish their assigned responsibilities.

Section 7.2. The Committee will oversee (a) the planning and implementation of the cooperation between American and Finnair contemplated hereby; (b) the ongoing management of the transactions and relationships contemplated herein; and (c) the resolution (in accordance with Article VIII) of any Disputes (defined in Section 8.2) arising hereunder or under any Related Agreement. The Committee will, as part of its responsibilities, monitor customer service, marketing harmonization, systems development, performance of the Codeshared Flights, marketing approach, techniques, shared usage of facilities, and all other aspects of the alliance contemplated hereby, including the implementation, operation, and compliance with this Agreement and any other Related Agreement that may exist between the Parties from time to time. The Committee will consider ways to improve the performance and efficiency of the joint services to reduce costs and to increase the benefits afforded by the cooperative relationship.

The Committee will endeavor to establish satisfactory means of addressing changed market conditions that have a material effect on either Party or on the ability of the Parties jointly to achieve the objectives of this Agreement and each of the Related Agreements. In performing its responsibilities, the Committee will be mindful of, and will comply with, all Applicable Laws.

Section 7.3. The Committee will, from time to time, upon the reasonable request of either American or Finnair and in any event not less often than once every six (6) months, endeavor to prepare a written report to the management of American and Finnair summarizing the status of the transactions and relationships contemplated hereby and setting forth the Committee's recommendations, if any, with respect to such transactions and relationships and such additional joint activities as the Committee believes may be beneficial for American and Finnair.

ARTICLE VIII
GOVERNING LAW AND DISPUTE RESOLUTION

Section 8.1. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES) INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN.

Section 8.2. Except as otherwise expressly provided in Section 8.3, any controversy, dispute, difference, disagreement or claim between the Parties arising under or relating to this Agreement or any of the Related Agreements, including any question concerning the validity, termination, interpretation, performance, operation, enforcement or breach of this Agreement or any of the Related Agreements (each, a "Dispute"), must first be referred by either Party to the Committee for resolution. If the Committee is unable to resolve the Dispute within ten (10) days after the Dispute is referred to it, unless extended by mutual consent of the Parties, the Dispute must then be referred by each Party to its respective chief executive officer (each, a "CEO") for resolution within ten (10) Business Days after the date of the referral, unless extended by mutual consent of the Parties. It will be sufficient for the purposes of referrals under this Section 8.2 that a Party send notice of the Dispute to one of its own members of the Committee, or its own CEO, as the case may be, in each case, with a copy to the other Party in the manner specified in Article IX for the giving of notice.

Section 8.3. Any Dispute not resolved after referral to the Committee and CEOs of the Parties as required in Section 8.2, may then be referred to arbitration as provided in Section 8.4. Each of Finnair and American irrevocably submits to the exclusive jurisdiction of such arbitration and expressly and irrevocably waives its right to bring suit against the other Party in any court of law except for the limited purposes of enforcing an arbitral award obtained in respect of a Dispute, or for obtaining any injunctive, temporary or preventative order or similar order available to it under the laws of any jurisdiction for a breach or threatened breach by the other Party of this Agreement which threatens irreparable damage. Each Party, to the fullest extent it may effectively do so under Applicable Law, irrevocably waives and agrees not

to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to arbitration.

Section 8.4. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "Rules") by a panel of arbitrators appointed in accordance with such Rules. The arbitration panel shall consist of one (1) arbitrator who is knowledgeable about the legal, marketing and other business aspects of the airline industry, and fluent in the English language. The arbitration proceedings shall take place in New York, New York, and shall be conducted in English.

Section 8.5. Without prejudice to the provisions of Sections 8.3 and 8.6(b), each Party irrevocably submits to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York and of any State Court sitting in the State of New York (the "Courts") for purposes of enforcing any arbitral award, or for other legal proceedings arising out of this Agreement, or any of the Related Agreements, or any transactions contemplated in hereby or thereby.

Section 8.6. Each party, to the fullest extent it may effectively do so under Applicable Law, irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise:

(a) any claim that it is not subject to the jurisdiction of the Courts and any objection that it may have as to venue or in a convenient forum in respect of claims or actions brought in any such Court; and

(b) any right of application or appeal to any court (in the U.S. or in any other jurisdiction) in connection with any question of law arising in the course of arbitration proceedings or out of any decision or award by the arbitrators.

ARTICLE IX
EXCLUSIVITY

Section 9.1. This Agreement is non-exclusive and does not preclude either Party from entering into and maintaining marketing relationships, including codesharing, frequent flyer cooperation and benefit sharing arrangements, with other airlines, except that:

(a) During the term of this Agreement, Finnair shall not, and shall cause its Affiliates not to:

(i) place the Finnair designator code or any Affiliate's designator code, on any flight operated by any air carrier domiciled in the United States, other than American and its Affiliates, without American's prior written consent;

(ii) permit any air carrier domiciled in the United States, other than American and its Affiliates, to place its designator code on any flight operated by Finnair or any Affiliate of Finnair, without American's prior written consent;

(iii) place the Finnair designator code or any Affiliate's designator code, on any flight to, from, via, or within the United States, other than flights operated by Finnair or any Affiliate of Finnair and American and its Affiliates, without American's prior written consent;

(iv) permit any air carrier, other than American and its Affiliates, to place its designator code on any flights to, from, via, or within the United States, operated by Finnair or any Affiliate of Finnair, without American's prior written consent; or

(v) establish a frequent flyer arrangement, involving the accrual of mileage credit or the redemption of travel awards, with any air carrier domiciled in the U.S. other than American and its Affiliates, without American's prior written consent.

(b) During the term of this Agreement, American shall not, and shall cause its Affiliates not to:

(i) place the AA designator code or any Affiliate's designator code, on any flight operated by any air carrier domiciled in the Nordic Region, other than Finnair and its Affiliates, without Finnair's prior written consent;

(ii) permit any air carrier domiciled in the Nordic Region, other than Finnair and its Affiliates, to place its designator code on any flight operated by American or any Affiliate of American, without Finnair's prior written consent;

(iii) place the AA designator code or any Affiliate's designator code, on any flight to, from, via, or within the Nordic Region, other than flights operated by American or any Affiliate of American and Finnair and its Affiliates, without Finnair's prior written consent;

(iv) permit any air carrier, other than Finnair and its Affiliates, to place its designator code on any flights to, from, via, or within the Nordic Region, operated by American or any Affiliate of American, without Finnair's prior written consent; or

(v) establish a frequent flyer arrangement, involving the accrual of mileage credit or the redemption of travel awards, with any air carrier domiciled in the Nordic Region other than Finnair and its Affiliates, without Finnair's prior written consent.

Section 9.2. Exceptions to Exclusivity. The foregoing Sections 9.1(a) and (b) shall not apply to:

(a) marketing arrangements currently in force between either Finnair or American and a third party and any future renewals of such commitments;

(b) marketing arrangements with a third party, which becomes an Affiliate of Finnair or American; or

(c) marketing arrangements with any member of **one**world.

ARTICLE X
NOTICES

Section 10.1. Unless otherwise expressly set forth in this Agreement or a Related Agreement, all notices, reports, invoices and other communications required or permitted hereunder or thereunder to be given to or made upon any Party hereto will be in writing, and will be considered as properly given if addressed as provided below and either (a) delivered in person; (b) sent by an express courier delivery service which provides signed acknowledgments of receipt; or (c) transmitted by facsimile (upon receipt by sender thereof of evidence that a complete transmission of such copy was made to the recipient thereof) and, if sent by facsimile, confirmed by (i) telephone call contemporaneously made to the individual designated as the one to receive such notice, or (ii) dispatching a hard copy of such notice by mail (postage prepaid) or either of the methods set forth in (a) or (b) and will be effective upon receipt. For the purposes of giving notice, the addresses of the Parties are as set forth below; provided, however, that either Party will have the right to change its address for notice to any other location by giving at least five (5) days' prior written notice to the other Party in the manner set forth above.

If to Finnair:

Finnair Oyj
Lentajantie 3
Helsinki Airport
P.O. Box 15
01053 Finnair
Finland
Attn: Chief Operating Officer
Phone: (358-9) 818-4200 Fax: (358-9) 818-4202

If to American:

American Airlines, Inc.
MD 5635 HDQ
4333 Amon Carter Boulevard
Fort Worth, Texas 76155
U.S.A.
Attn: Vice President- – International Planning and Alliances
Phone: (817) 931-5189 Fax: (817) 967-3179

ARTICLE XI
REPRESENTATIONS AND WARRANTIES

Section 11.1. Each of Finnair and American hereby represents and warrants to the other as follows:

(a) It is a duly incorporated and validly existing corporation, in good standing under the laws of its jurisdiction of incorporation; is an air carrier duly authorized to act as such by the government of its country of incorporation; and has the requisite corporate power and authority to enter into and perform its obligations under this Agreement and each of the Related Agreements. The execution, delivery and performance of this Agreement and each of the Related Agreements by it have been duly authorized by all necessary corporate action. Each of this Agreement and the Related Agreements has been duly executed and delivered by it, and, assuming due authorization, execution and delivery by the other party hereto, each of this Agreement and the Related Agreements constitutes its legal, valid and binding obligation, enforceable against it in accordance with each of its terms, except to the extent that enforceability may be limited or modified by the effect of bankruptcy, insolvency or other similar laws affecting creditors' rights generally and the application of general principles of equity and public policy.

(b) The execution, delivery or performance by it of this Agreement and the Related Agreements, shall not: (i) contravene, conflict with or cause a default under (A) any applicable law, rule or regulation binding on it (assuming the Governmental Approvals have been obtained), or (B) any provision of its Charter, Certificate of Incorporation, Bylaws or other documents of corporate governance; or (ii) contravene or cause a breach or violation of, any agreement or instrument to which it is a party or by which it is bound, except where such conflict, contravention or breach would not have a material adverse effect on it and its Affiliates taken as a whole or on its ability to perform this Agreement or the relevant Related Agreement.

(c) The execution, delivery and performance by it of this Agreement and each of the Related Agreements do not require the consent or approval of or the giving of notice to, the registration with, the recording or filing of any documents with, or the taking of any other action in respect of, any Competent Authority (other than the Governmental Approvals), any trustee or holder of any of its indebtedness or obligations, any stockholder or any other person or entity, except where failure to obtain or take such action would not have a material adverse effect on it or a material adverse effect on the transactions contemplated in this Agreement or the relevant Related Agreement.

Section 11.2. Each of the foregoing representations and warranties shall survive the execution and delivery of this Agreement and the Related Agreements and any expiration or termination thereof.

ARTICLE XII
INDEMNIFICATION

Section 12.1. Each Party will indemnify and hold harmless the other Party and Affiliates, Representatives and agents of the other Party from and against all Damages directly or indirectly incurred by the other Party that arise out of or in connection with any default or breach hereunder by the indemnifying Party. The Parties may also mutually agree to additional or other indemnification provisions in connection with any Related Agreement with regard to matters addressed in those agreements.

Section 12.2. A Party (the "Indemnified Party") entitled to indemnification from the other Party under the terms of this Agreement (the "Indemnifying Party") shall provide the Indemnifying Party with written notice (an "Indemnification Notice") of any third Party claim which the Indemnified Party believes gives rise to a claim for indemnity against the Indemnifying Party, and the Indemnifying Party shall be entitled, at its own cost and expense and by its own legal advisors, to control the defense of or to settle any such third Party claim. If the Indemnifying Party fails to take any action against the third Party claim that is the subject of an Indemnification Notice within thirty (30) days of receiving such notice, or otherwise contests its obligation to indemnify the Indemnified Party in connection therewith, the Indemnified Party may, upon providing written notice to the Indemnifying Party, pay, compromise or defend such third Party claim for the account, and at the expense, of the Indemnifying Party. Except as otherwise set forth in this Section 12.2, the Indemnified Party shall not enter into any settlement or other compromise or consent to a judgment with respect to a third Party claim to which the Indemnifying Party has an indemnity obligation without the prior written consent of the Indemnifying Party.

Section 12.3. Each Indemnified Party shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of its own choosing and at its own cost, without relieving the Indemnifying Party of any obligations hereunder. The Indemnifying Party shall have the right to elect to settle any such claim or demand, for monetary damages only, subject to the consent of the Indemnified Party; provided, however, if the Indemnified Party fails to give such consent within twenty (20) days of being requested to do so, the Indemnified Party shall, assume the defense of such claim or demand and regardless of the outcome of such matter, the Indemnifying Party's liability hereunder shall be limited to the amount of any such proposed settlement. In the event the Indemnifying Party assumes the defense of a claim or demand, the Indemnified Party shall have the right to assume control of the defense of any claim or demand from the Indemnifying Party at any time and to elect to settle such claim or demand; provided, however, the Indemnifying Party shall have no indemnification obligations with respect to such claim, demand or settlement except for the costs and expenses of the Indemnified Party incurred prior to the assumption of the defense of the claim or demand by the Indemnified Party.

Section 12.4. Each Party further agrees to indemnify, defend and hold harmless the other from and against any and all taxes, or assessments, as the case may be, levied upon or advanced by the Indemnified Party but that ultimately the Indemnifying Party would be responsible for paying and resulting from any transaction or activity contemplated by this Agreement.

Section 12.5. The rights and obligations of the Parties under this Article XII shall survive the termination or expiration of this Agreement.

ARTICLE XIII
MISCELLANEOUS

Section 13.1. Amendment; Waiver. Each of this Agreement and the Related Agreements may be amended only by a written instrument signed by both Parties. No failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or

privilege hereunder, will operate as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law. The failure of any Party to insist upon a strict performance of any of the terms or provisions of this Agreement or any of the Related Agreements, or to exercise any option, right or remedy herein contained, will not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same will continue and remain in full force and effect. No waiver by any Party of any term or provision of this Agreement or any of the Related Agreements will be deemed to have been made unless expressed in writing and signed by such Party.

Section 13.2. Assignment. Neither Party may assign or transfer or permit the assignment or transfer of this Agreement or any of the Related Agreements without the prior written consent of the other Party.

Section 13.3. Expenses. Each Party will, whether or not the transactions contemplated hereby are consummated, bear its own attorneys, accountants and other fees, costs and expenses incurred in connection with the negotiation, execution and performance of this Agreement and any Related Agreements and any of the transactions contemplated hereby or thereby.

Section 13.4. Independent Contractor. Each Party is an independent contractor. Nothing in this Agreement or any of the Related Agreements is intended or will be construed to create or establish any agency relationship (except to the extent a Party is expressly in writing designated to serve as agent for the other Party), partnership, joint venture or fiduciary relationship between the Parties. Neither Party hereto, nor any of its Affiliates, has any authority to act for or to incur any obligations on behalf of or in the name of the other Party hereto or any of its Affiliates. Both Parties will remain entirely separate corporate entities, and unless otherwise expressly provided herein, will retain independent decision-making and managerial authority regarding all matters.

Section 13.5. Third Parties. Each of this Agreement and the Related Agreements is binding upon and inures to the benefit of the Parties and their successors and permitted assigns. All rights, remedies and obligations of the Parties hereunder will accrue and apply solely to such Parties and their successors and assigns and there is no intent to benefit any third parties.

Section 13.6. Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROSPECTIVE ECONOMIC ADVANTAGE, OR ANY ALLIANCE UNWIND COSTS ARISING FROM ANY PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OR ANY RELATED AGREEMENT, OR ANY TERMINATION OF THIS AGREEMENT OR ANY RELATED AGREEMENT, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE EXISTENCE OF SUCH DAMAGES, AND EACH PARTY HEREBY RELEASES AND WAIVES ANY CLAIMS AGAINST THE OTHER PARTY REGARDING SUCH DAMAGES. ACCORDINGLY, A

PARTY MAY ONLY RECOVER ANY ACTUAL, DIRECT AND IDENTIFIABLE DAMAGES WITH RESPECT TO SUCH MATTERS.

Section 13.7. Cooperation. Each Party will cooperate fully with the other, and will use commercially reasonable efforts to obtain all Governmental Approvals including using all appropriate and commercially reasonable means to address any judicial or administrative appeals of, and to defend against any lawsuits or other legal proceedings that challenge any, such Government Approvals. If and to the extent the transactions or activities contemplated by this Agreement require the cooperation or participation of an Affiliate to a Party hereto, such Party will cause such Affiliate to cooperate or participate in such transaction or activity.

Section 13.8. Compliance with Laws. Each Party will comply with all applicable laws, rules and regulations of Competent Authorities with respect to this Agreement and the Related Agreements, and the performance or its obligations hereunder and thereunder. Each Party will, at its expense, obtain and maintain the governmental authorizations, licenses, approvals, registrations, and renewals thereof filings that may be required of it under applicable laws, rules and regulations of Competent Authorities (including Government Approvals) in order to execute or perform this Agreement or the Related Agreements.

Section 13.9. Further Assurances. Each Party will do and perform such further acts and execute and deliver such further instruments and documents at such Party's expense, as may be required by applicable laws, rules or regulations of Competent Authorities or as may be reasonably requested by the other Party to carry out and effectuate the purposes of this Agreement.

Section 13.10. Other

(a) Unless otherwise specified in this Agreement, all references in this Agreement to "herein", "hereof", "hereto", "hereby", and "hereunder" will be deemed references to this Agreement as a whole and not to any particular section, subsection, paragraph, sentence or clause of this Agreement. Unless otherwise specified in this Agreement, references herein to "including" or "include" will mean "including without limitation" or "include without limitation," respectively.

(b) References herein to the termination of this Agreement or any of the Related Agreements (or words of similar import) will mean the termination of this Agreement, or any of the Related Agreements as the case may be, by exercise of termination rights.

(c) All Schedules and Annexes to this Agreement are incorporated herein and made a part hereof for all purposes.

(d) The captions appearing in each of this Agreement and the Related Agreements have been inserted as a matter of convenience and in no way define, limit or enlarge the scope of this Agreement or any of the Related Agreements or any of the provisions hereof or thereof.

(e) Each of this Agreement and the Related Agreements is the product of negotiations between Finnair and American, and will be construed as if jointly prepared and drafted by them, and no provision hereof or thereof will be construed for or against any Party by

reason of ambiguity in language, rules of construction against the drafting Party, or similar doctrine.

(f) Although translations of this Agreement may be made into Finnish, Swedish or any other language for the convenience of the parties, the English version will govern for all purposes of the interpretation and performance of this Agreement.

(g) This Agreement may be executed by one or both of the Parties on any number of separate counterparts and all of which taken together will constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages (and the Parties will follow such delivery by prompt delivery of originals of such pages).

(h) Each of this Agreement and the Related Agreements represents the entire agreement of the Parties with respect to its subject matter and, as of the date first written above, terminates and supersedes an prior or contemporaneous agreements, discussions, undertakings and understandings, whether written or oral, expressed or implied, between the Parties with respect to the same subject.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date first above written.

FINNAIR OYJ

By: _____
Name: Henrik Arle
Title: Chief Operating Officer

By: _____
Name: Kari Koll
Title: Vice President
Airline Alliances
and International Relations

AMERICAN AIRLINES, INC.

By: _____
Name: C. David Cush
Title: Vice President
International Planning and Alliances

Attachment:

Annex A -- Definitions

ANNEX A

Definitions

As used in this Agreement, terms with their initial letters capitalized (or otherwise defined) in the headings, recitals, or elsewhere in this Agreement, will have their respective assigned meanings, and the following terms with their initial letters capitalized (or otherwise defined), will have the meanings ascribed below (references herein to sections will refer to sections of the main text of the Agreement, unless otherwise noted):

"Affected Party" has the meaning set forth in Section 4.1.

"Affiliate" means, with respect to any person or entity, any other person or entity directly or indirectly controlling, controlled by, or under common control with, such person or entity. For purposes of this definition, "control" (including "controlled by" and "under common control with") means the power, directly or indirectly, to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

"Airline" refers to either American or Finnair, individually, and each may collectively be referred to as the "Airlines".

"American" means American Airlines, Inc., a Delaware corporation and its affiliates: American Eagle Airlines, Inc., a Delaware corporation, Executive Airlines, Inc., a Delaware corporation, and TWA, LLC, a Delaware corporation

"Antitrust Immunity" means the approval, exemption, and immunization of the Parties, pursuant to 49 U.S.C. sections 41308 and 41309, from the application of all United States antitrust laws, as defined therein, for all transactions and activities contemplated in this Agreement, and if applicable, in any of the Related Agreements and all ancillary transactions and activities to those described in each of the Related Agreements.

"Applicable Law" means all applicable laws of any jurisdiction including securities laws, tax laws, tariff and trade laws, ordinances, judgements, decrees, injunctions, writs, and orders or like actions of any Competent Authority and the rules, regulations, orders or like actions of any Competent Authority and the interpretations, licenses and permits of any Competent Authority.

"Business Day" means any day other than a Saturday, Sunday or other day on which banking institutions in New York, New York, or Helsinki, Finland, are required by law, regulation or executive order to be closed.

"Codeshare Agreement" means the agreement entered into between American and Finnair in respect of codesharing.

"Codeshared Flight" means a flight that is operated and marketing in accordance with the Codeshare Agreement.

"Codeshared Passenger" means a passenger traveling on a Marketing Carrier Ticket.

"Committee" has the meaning set forth in Article VII.

"Competent Authorities" means any supranational, national, federal, state, county, local or municipal government body, bureau, commission, board, board of arbitration, instrumentality, authority, agency, court, department, minister, ministry, official or public or statutory person (whether autonomous or not) having jurisdiction over this Agreement or either Party.

"Confidential Information" means (a) all confidential or proprietary information of a Party, including, without limitation, trade secrets, information concerning past, present and future research, development, business activities and affairs, finances, properties, methods of operation, processes and systems, customer lists, customer information (such as passenger name record or "PNR" data) and computer procedures and access codes; and (b) the terms and conditions of this Agreement and any reports, invoices or other communications between the Parties given in connection with the negotiation or performance of this Agreement; and (c) excludes (i) information already in a Party's possession prior to its disclosure by other Party; (ii) information obtained from a third person or entity that is not prohibited from transmitting such information to the receiving Party as a result of a contractual, legal or fiduciary obligation to the Party whose information is being disclosed; (iii) information that is or becomes generally available to the public, other than as a result of disclosure by a Party in violation of this Agreement; or (iv) information that has been or is independently acquired or developed by a Party, or its Affiliate, without violating any of its obligations under this Agreement.

"Courts" has the meaning set forth in Section 8.5.

"Damages" means all claims, suits, causes of action, penalties, liabilities, judgments, fines, losses and expenses of any nature or kind whatsoever under the laws of any jurisdiction (whether arising in tort, contract, under the Warsaw Convention and related instrument, or otherwise), including reasonable costs and expenses of investigating, preparing or defending any claim, suit, action or proceeding (including post judgment and appellate proceedings or proceedings that are incidental to the successful establishment of a right of indemnification), such as reasonable attorneys' fees and fees for expert witnesses, consultants and litigation support services, but not including internal expenses of the indemnified Party, such as employee salaries and the costs of cooperating in the investigation, preparation or defense of claims.

"Disclosing Party" has the meaning set forth in Section 4.1.

"Dispute" has the meaning set forth in Section 8.2.

"EC" means the European Commission or any successor thereto.

"FCA" means the Suomen Kilpailuvirasto (the Finnish Competition Authority) or any successor thereto.

"FCCA" means the Suomen Ilmailulaitos (the Finnish Civil Aviation Authority) or any successor thereto.

"Finnair" has the meaning set forth in the preamble.

"Frequent Flyer Agreements" means the AAdvantage Participating Carrier Agreement and the Finnair Plus Participating Carrier Agreement an agreement entered into between American and Finnair.

"Governmental Approvals" means all orders, permits, licenses, registrations, waivers, authorizations, exemptions, confirmations and approvals, including, without limitation, Antitrust Immunity, of any Competent Authorities which are necessary, or are reasonably considered by either Party to be material and appropriate to be obtained in connection with this Agreement and the transactions contemplated hereby.

"Indemnification Notice" has the meaning set forth in Section 12.2.

"Indemnified Party" has the meaning set forth in Section 12.2.

"Indemnifying Party" has the meaning set forth in Section 12.2.

"Marketing Carrier Ticket" means the Party whose IATA designator codes is shown in the carrier box of a flight coupon for a designated flight but which is not the Operating Carrier.

"Nordic Region" means Iceland, Norway, Sweden, Denmark, Finland, Estonia, Latvia and Lithuania.

"oneworld" means the globally-branded multilateral airline alliance in which both American and Finnair participate.

"Party or Parties" means either or both of American and Finnair, as the context requires.

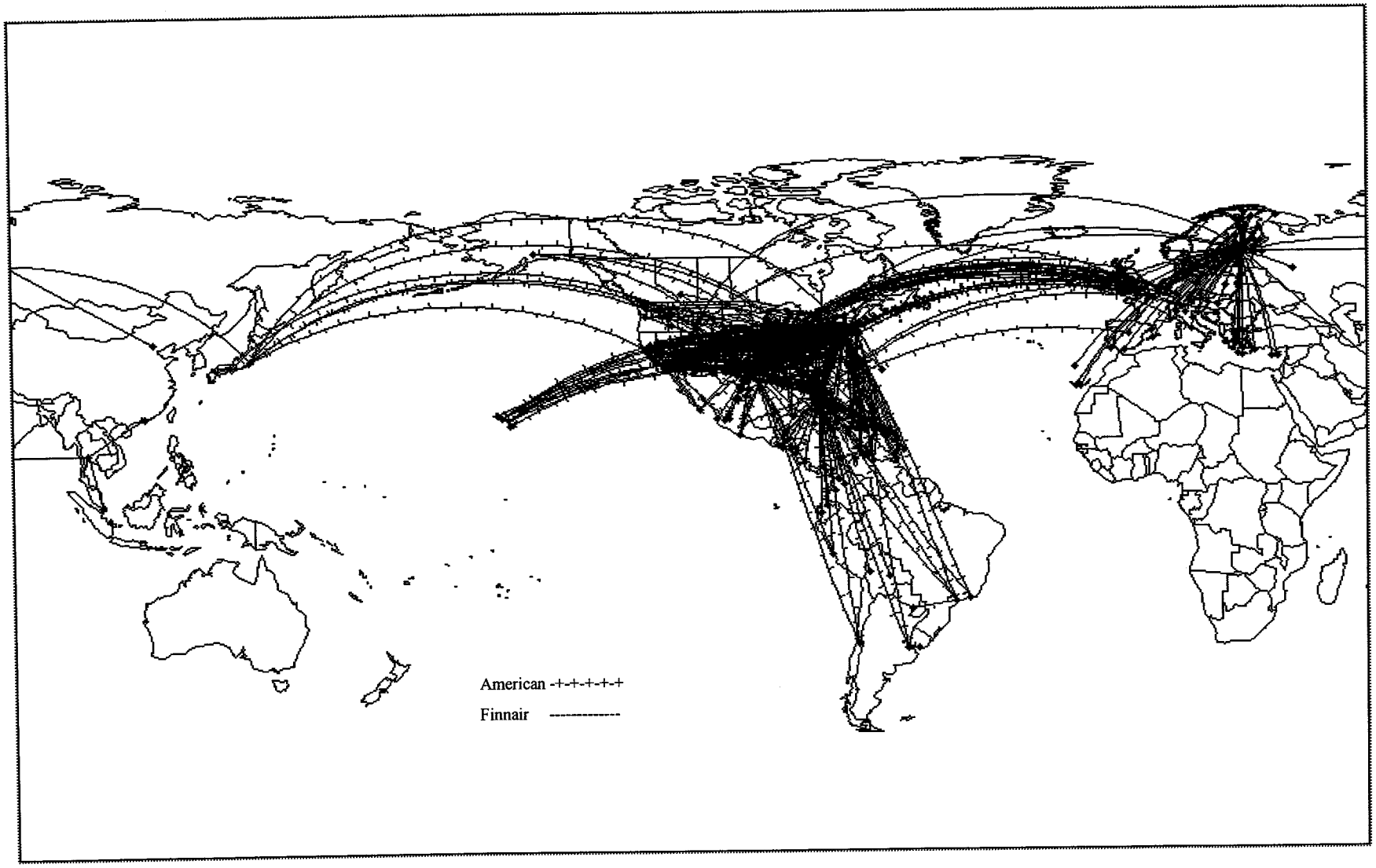
"Related Agreements" means any or all of the following agreements: (a) the Codeshare Agreement, and (b) Frequent Flyer Agreements.

"Representatives" means a Party's directors, officers, employees, or professional advisors.

"Rules" has the meaning set forth in Section 8.4.

"U.S. DOT" means the United States Department of Transportation or any successor thereto.

American / Finnair Global Network



Source: OAG 2002

American / Finnair
Nonstop Routes Between the U.S. and Europe

U.S. GATEWAY	CITY CODE	EUROPEAN GATEWAY	CITY CODE	OPERATOR	ANNUAL ROUNDTRIP OPERATIONS
Boston	BOS	Paris	CDG	American	364
Boston	BOS	London	LHR	American	728
Chicago 2/	ORD	Stockholm	ARN	American	300
Chicago 1/	ORD	Birmingham	BHX	American	300
Chicago	ORD	Brussels	BRU	American	364
Chicago	ORD	Paris	CDG	American	365
Chicago 1/	ORD	Rome	FCO	American	304
Chicago	ORD	Frankfurt	FRA	American	365
Chicago 1/	ORD	Glasgow	GLA	American	183
Chicago	ORD	London	LHR	American	1,397
Chicago	ORD	Manchester	MAN	American	365
Chicago 2/	ORD	Milan	MXP	American	304
Chicago 2/	ORD	Zurich	ZRH	American	121
Dallas / Ft. Worth	DFW	Paris	CDG	American	364
Dallas / Ft. Worth	DFW	Frankfurt	FRA	American	365
Dallas / Ft. Worth	DFW	London	LGW	American	664
Dallas / Ft. Worth	DFW	Zurich	ZRH	American	365
Los Angeles 2/	LAX	Paris	CDG	American	185
Los Angeles	LAX	London	LHR	American	425
Miami	MIA	Paris	CDG	American	365
Miami	MIA	London	LHR	American	365
Miami	MIA	Madrid	MAD	American	364
New York	JFK	Paris	CDG	American	730
New York	JFK	London	LHR	American	2,004
New York	JFK	Zurich	ZRH	American	65
New York	JFK	Paris	CDG	American 3/	273
Newark	EWR	London	LHR	American	364
Raleigh / Durham	RDU	London	LGW	American	363
San Jose CA 2/	SJC	Paris	CDG	American	182
St. Louis 2/	STL	Paris	CDG	American 3/	273
St. Louis	STL	London	LGW	American 3/	364
New York	JFK	Helsinki	HEL	Finnair	332

1/ Seasonal operations
2/ Discontinued operations
3/ Operated by TWA LLC.

Souce: OAG 2001

Nonstop Routes Between the U.S. and Nordic* Countries

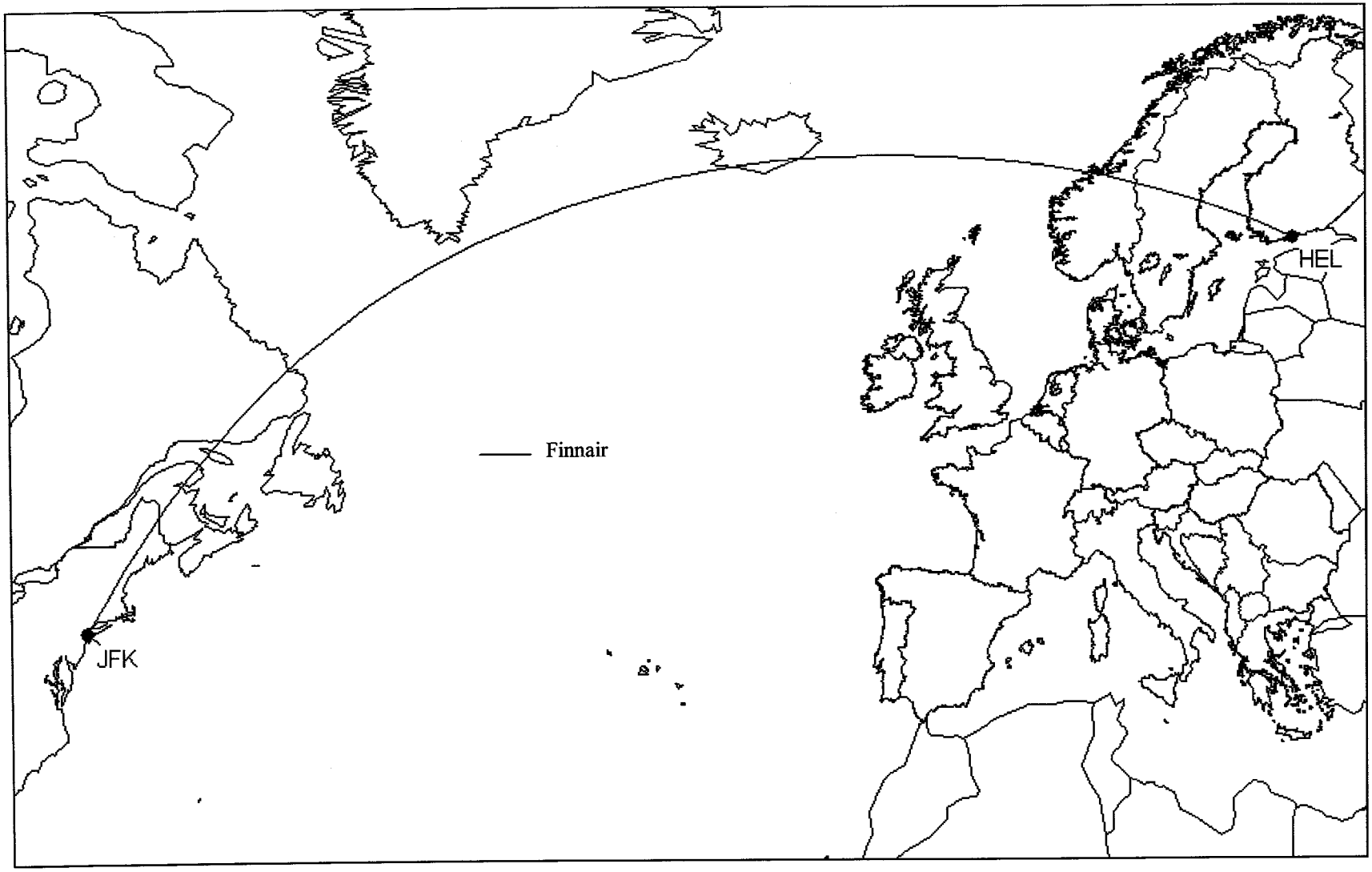
U.S. GATEWAY	CITY CODE	EUROPEAN GATEWAY	CITY CODE	OPERATOR	ANNUAL ROUNDTRIP OPERATIONS
Chicago 1/	ORD	Stockholm	ARN	American	300
New York 1/	JFK	Stockholm	ARN	Delta	272
New York	JFK	Helsinki	HEL	Finnair	332
Chicago	ORD	Stockholm	ARN	SAS	360
Chicago	ORD	Copenhagen	CPH	SAS	361
Newark	EWR	Stockholm	ARN	SAS	360
Newark	EWR	Copenhagen	CPH	SAS	542
Newark 1/	EWR	Oslo	OSL	SAS	300
Seattle	SEA	Copenhagen	CPH	SAS	361
Washington	IAD	Copenhagen	CPH	SAS	218
				SAS TOTAL	2,502

1/ Discontinued operations

Source: OAG 2001

* Nordic countries defined as Denmark, Finland, Norway and Sweden

Nonstop Routes Between the U.S. and Finland



Source: OAG 2001

Nonstop Routes Between the U.S. and Finland

U.S. GATEWAY	CITY CODE	EUROPEAN GATEWAY	CITY CODE	OPERATOR	ANNUAL ROUNDTRIP OPERATIONS
New York	JFK	Helsinki	HEL	Finnair	332

Source: OAG 2001

Star Alliance Routes Between the U.S. and Nordic* Countries

Operated by Immunized Transatlantic Alliance

U.S. GATEWAY	CITY CODE	EUROPEAN GATEWAY	CITY CODE	OPERATOR	ANNUAL ROUNDTRIP OPERATIONS
Chicago	ORD	Stockholm	ARN	SAS	360
Chicago	ORD	Copenhagen	CPH	SAS	361
Newark	EWR	Stockholm	ARN	SAS	360
Newark	EWR	Copenhagen	CPH	SAS	542
Newark 1/	EWR	Oslo	OSL	SAS	300
Seattle	SEA	Copenhagen	CPH	SAS	361
Washington	IAD	Copenhagen	CPH	SAS	218
				SAS TOTAL	2,502

1/ Discontinued operations

*Nordic countries defined as Denmark, Finland, Norway and Sweden

Source: OAG 2001

Cities Served by American and Finnair

CITY CODE	AMERICAN CITIES - 218
ABI	ABILENE TEXAS USA
ABQ	ALBUQUERQUE NEW MEXICO USA
ACA	ACAPULCO MEXICO
ACT	WACO TEXAS USA
AGU	AGUASCALIENTES MEXICO
AMA	AMARILLO TEXAS USA
ANC	ANCHORAGE(INTL) ALASKA USA
ANU	ANTIGUA WEST INDIES
ASU	ASUNCION PARAGUAY
ATL	ATLANTA(INTL) GEORGIA USA
AUA	ARUBA ARUBA
AUS	AUSTIN(INT'L) TEXAS USA
AXA	ANGUILLA WEST INDIES
AZO	KALAMAZOO MICHIGAN USA
BAQ	BARRANQUILLA COLOMBIA
BDA	BERMUDA ATLANTIC OCEAN
BDL	HARTFORD(BRADLEY INTL) CT USA
BGI	BARBADOS BARBADOS
BGR	BANGOR MAINE USA
BHM	BIRMINGHAM ALABAMA USA
BHX	BIRMINGHAM ENGLAND UK
BJX	LEON\GUANAJUATO MEXICO
BMI	BLOOMINGTON ILLINOIS USA
BNA	NASHVILLE TENNESSEE USA
BOG	BOGOTA COLOMBIA
BON	BONAIRE NETH. ANTILLES
BOS	BOSTON(INTL) MASSACHUSETTS USA
BTR	BATON ROUGE LOUISIANA USA
BTV	BURLINGTON VERMONT USA
BUF	BUFFALO NEW YORK USA
BUR	BURBANK CALIFORNIA USA
BWI	BALTIMORE(INTL) MARYLAND USA
BZE	BELIZE CITY(INTL) BELIZE
CCS	CARACAS VENEZUELA
CHA	CHATTANOOGA, TENNNESSE USA
CID	CEDAR RAPIDS\IOWA CITY IOWA USA
CIW	CANOUAN ISLAND WINDWARD ISLAND
CLE	CLEVELAND(INTL) OHIO USA
CLL	COLLEGE STATION TEXAS USA
CLO	CALI COLOMBIA
CLT	CHARLOTTE NORTH CAROLINA USA
CMH	COLUMBUS(INTL) OHIO USA
CMI	CHAMPAIGN ILLINOIS USA
CNF	BELO HORIZONTE MG BRAZIL
COS	COLORADO SPRINGS COLORADO USA
CRP	CORPUS CHRISTI TEXAS USA
CUN	CANCUN MEXICO
CUR	CURACAO NETH. ANTILLES
CVG	CINCINNATI(INTL) OHIO USA
DAY	DAYTON(INTL) OHIO USA
DBQ	DUBUQUE IOWA USA
DCA	WASHINGTON(NAT'L) DC USA
DEN	DENVER(INTL) COLORADO USA
DFW	DALLAS\FT. WORTH(INTL) TEXAS USA
DLH	DULUTH MN\SUPERIOR WI USA
DOM	DOMINICA WEST INDIES
DRO	DURANGO COLORADO USA

CITY CODE	FINNAIR CITIES - 63
AGP	MALAGA SPAIN
AMS	AMSTERDAM NETHERLANDS
ARN	STOCKHOLM(ARLANDA) SWEDEN
ATH	ATHENS (INTL) GREECE
BCN	BARCELONA SPAIN
BGO	BERGEN NORWAY
BKK	BANGKOK THAILAND
BUD	BUDAPEST HUNGARY
CHQ	CHANIA CRETE GREECE
CPH	COPENHAGEN(INTL) DENMARK
DUB	DUBLIN REPUBLIC OF IRELAND
DUS	DUESSELDORF GERMANY
ENF	ENONTEKIO FINLAND
FAO	FARO PORTUGAL
FNC	FUNCHAL PORTUGAL (MADEIRA)
GOT	GOTHENBURG SWEDEN
HAM	HAMBURG GERMANY
HEL	HELSINKI FINLAND
HER	HERAKLION GREECE
HKG	HONG KONG
IVL	IVALO FINLAND
JOE	JOENSUU FINLAND
JYV	JYVASKYLA FINLAND
KAJ	KAJAANI FINLAND
KAO	KUUSAMO FINLAND
KEM	KEMI\TORNIO FINLAND
KOK	KOKKOLA\PIETARSAARI FINLAND
KTT	KITTILA FINLAND
KUO	KUOPIO FINLAND
LCA	LARNACA CYPRUS
LED	ST. PETERSBURG(PULKOVO) RUSSIAN FED.
LKL	LAKSELV NORWAY
LPA	GRAN CANARIA CANARY ISLANDS
LPP	LAPPEENRANTA FINLAND
MHQ	MARIEHAMN ALAND IS. FINLAND
MMK	MURMANSK RUSSIAN FED.
MUC	MUNICH(INTL) GERMANY
MXP	MILAN (MALPENSA) ITALY
NCE	NICE FRANCE
OSL	OSLO NORWAY
OUL	OULU FINLAND
PEK	BEIJING(CAPITAL) CHINA
PFO	PAPHOS CYPRUS
PMI	PALMA MALLORCA ISLAND SPAIN
PRG	PRAGUE CZECH REPUBLIC
RHO	RHODES GREECE
RIX	RIGA LATVIA
RMI	RIMINI ITALY
RVN	ROVANIEMI FINLAND
SIN	SINGAPORE(CHANGI) SINGAPORE
SKG	THESSALONIKI GREECE
SVO	MOSCOW(SHEREMETYEVO) RUSSIAN FED.
TFN	TENERIFE NORTE, SPAIN
TFS	TENERIFE(SOFIA) CANARY ISLS.
TKU	TURKU FINLAND
TLL	TALLINN ESTONIA
TMP	TAMPERE FINLAND

Note: American cities include operations by American Airlines, Inc., TWA Airlines LLC., American Eagle Airlines, Inc. and Executive Airlines d/b/a American Eagle.

Source: OAG 2002

Cities Served by American and Finnair

CITY CODE	AMERICAN CITIES - 218
DSM	DES MOINES IOWA USA
DTW	DETROIT(METRO WAYNE) MICHIGAN USA
EGE	VAIL\EAGLE COLORADO USA
EIS	TORTOLA BRIT. VIRGIN IS.
ELP	EL PASO TEXAS USA
EVV	EVANSVILLE INDIANA USA
EWR	NEW YORK(NEWARK NJ) NY USA
EYW	KEY WEST FLORIDA USA
EZE	BUENOS AIRES(PISTARINI) BA ARGENTINA
FAT	FRESNO CALIFORNIA USA
FLL	FT. LAUDERDALE(INTL) FLORIDA USA
FPO	FREEPORT BAHAMAS
FSD	SIOUX FALLS SOUTH DAKOTA USA
FSM	FT. SMITH ARKANSAS USA
FWA	FORT WAYNE INDIANA USA
GCM	GRAND CAYMAN ISLAND WEST INDIES
GDL	GUADALAJARA MEXICO
GGG	LONGVIEW TEXAS USA
GGT	GEORGE TOWN BAHAMAS
GIG	RIO DE JANEIRO(INTL) RJ BRAZIL
GLA	GLASGOW(INTL) SCOTLAND UK
GND	GRENADA WINDWARD ISLANDS
GRB	GREEN BAY WISCONSIN USA
GRR	GRAND RAPIDS MICHIGAN USA
GRU	SAO PAULO(INTL) SP BRAZIL
GSO	GREENSBORO\H.PT\WIN-SALEM NC USA
GSP	GREENVILLE\SPARTANBURG SC USA
GUA	GUATEMALA CITY GUATEMALA
GUC	GUNNISON COLORADO USA
GYE	GUAYAQUIL ECUADOR
HDN	STEAMBOAT SPRINGS COLORADO USA
HNL	HONOLULU OAHU; HAWAII USA
HOU	HOUSTON(HOBBY) TEXAS USA
HSV	HUNTSVILLE\DECATUR ALABAMA USA
IAD	WASHINGTON(DULLES INTL) DC USA
IAH	HOUSTON(INTL) TEXAS USA
ICT	WICHITA KANSAS USA
ILE	KILLEEN TEXAS USA
IND	INDIANAPOLIS INDIANA USA
JAC	JACKSON HOLE WYOMING USA
JAN	JACKSON MISSISSIPPI USA
JAX	JACKSONVILLE(INTL) FLORIDA USA
KIN	KINGSTON(INTL) JAMAICA
KIX	OSAKA(INTL) JAPAN
KOA	KONA HAWAII; HAWAII USA
LAS	LAS VEGAS(INTL) NEVADA USA
LAW	LAWTON OKLAHOMA USA
LAX	LOS ANGELES(INTL) CALIFORNIA USA
LBB	LUBBOCK TEXAS USA
LGA	NEW YORK(LAGUARDIA) NY USA
LGB	LONG BEACH CALIFORNIA USA
LGW	LONDON(GATWICK) ENGLAND UK
LIM	LIMA PERU
LIT	LITTLE ROCK ARKANSAS USA
LNK	LINCOLN NEBRASKA USA
LRD	LAREDO TEXAS USA
LRM	CASA DE CAMPO DOMINICAN REP.

CITY CODE	FINNAIR CITIES - 63
TXL	BERLIN(TEGEL) GERMANY
VAA	VAASA FINLAND
VIE	VIENNA AUSTRIA
VNO	VILNIUS LITHUANIA
VRN	VERONA ITALY
WAW	WARSAW POLAND

	COMMON TO BOTH - 11
BRU	BRUSSELS BELGIUM
CDG	PARIS(C.DEGAULLE) FRANCE
FCO	ROME(FIUMICINO) ITALY
FRA	FRANKFURT GERMANY
JFK	NEW YORK(KENNEDY) NY USA
LHR	LONDON(HEATHROW) ENGLAND UK
MAD	MADRID SPAIN
MAN	MANCHESTER ENGLAND UK
NRT	TOKYO JAPAN
YYZ	TORONTO(PEARSON INTL) ONTARIO CANADA
ZRH	ZURICH SWITZERLAND

Note: American cities include operations by American Airlines, Inc., TWA Airlines LLC., American Eagle Airlines, Inc. and Executive Airlines d/b/a American Eagle.

Source: OAG 2002

Cities Served by American and Finnair

CITY CODE	AMERICAN CITIES - 218
LSE	LA CROSSE WI\WINONA MN USA
MAF	MIDLAND\ODESSA TEXAS USA
MAR	MARACAIBO VENEZUELA
MAZ	MAYAGUEZ PUERTO RICO
MBJ	MONTEGO BAY JAMAICA
MCI	KANSAS CITY(INTL) MISSOURI USA
MCO	ORLANDO(INTL) FLORIDA USA
MDT	HARRISBURG PENNSYLVANIA USA
MDW	CHICAGO(MIDWAY) ILLINOIS USA
MEM	MEMPHIS TENNESSEE USA
MEX	MEXICO CITY(JUAREZ) MEXICO
MFE	MC ALLEN TEXAS USA
MGA	MANAGUA NICARAGUA
MHH	MARSH HARBOUR BAHAMAS
MIA	MIAMI(INTL) FLORIDA USA
MKE	MILWAUKEE WISCONSIN USA
MLI	MOLINE ILLINOIS USA
MQT	MARQUETTE MICHIGAN USA
MRY	MONTEREY CALIFORNIA USA
MSN	MADISON(DANE COUNTY) WISCONSIN USA
MSP	MINNEAPOLIS\ST. PAUL(INTL) MN USA
MSY	NEW ORLEANS(INTL) LOUISIANA USA
MTY	MONTERREY MEXICO
MVD	MONTEVIDEO URUGUAY
NAS	NASSAU(INTL) BAHAMAS
OAK	OAKLAND CALIFORNIA USA
OGG	KAHULUI MAUI; HAWAII USA
OKC	OKLAHOMA CITY(ROGERS) OKLAHAMA USA
OMA	OMAHA NEBRASKA USA
ONT	ONTARIO CALIFORNIA USA
ORD	CHICAGO(O'HARE) ILLINOIS USA
ORF	NORFOLK\VA. BEACH\WMBG VA USA
ORH	WORCESTER MASSACHUSETTS USA
PAP	PORT AU PRINCE HAITI
PBI	WEST PALM BEACH(INTL) FLORIDA USA
PDX	PORTLAND OREGON USA
PHL	PHILADELPHIA(INTL) PA USA
PHX	PHOENIX(INTL) ARIZONA
PIA	PEORIA ILLINOIS USA
PIT	PITTSBURGH(INTL) PENN USA
PLS	PROVIDENCIALES TURKS ↑ CAICOS IS
POP	PUERTO PLATA DOMINICAN REP.
POS	PORT OF SPAIN TRINIDAD
PSP	PALM SPRINGS CALIFORNIA USA
PTP	POINTE A PITRE GUADELOUPE
PTY	PANAMA CITY(INTL) PANAMA
PUJ	PUNTA CANA DOMINICAN REP.
PVD	PROVIDENCE RHODE ISLAND USA
PVR	PUERTO VALLARTA MEXICO
PWM	PORTLAND MAINE USA
RDU	RALEIGH\DURHAM NORTH CAROLINA USA
RIC	RICHMOND\WMBG VIRGINIA USA
RNO	RENO NEVADA USA
ROC	ROCHESTER NEW YORK USA
RST	ROCHESTER MINNESOTA USA
RSW	FORT MYERS FLORIDA USA
SAL	SAN SALVADOR EL SALVADOR

Note: American cities include operations by American Airlines, Inc., TWA Airlines LLC., American Eagle Airlines, Inc. and Executive Airlines d/b/a American Eagle.

Source: OAG 2002

Cities Served by American and Finnair

CITY CODE	AMERICAN CITIES - 218
SAN	SAN DIEGO(INT'L) CALIFORNIA USA
SAP	SAN PEDRO SULA HONDURAS
SAT	SAN ANTONIO TEXAS USA
SAV	SAVANNAH GEORGIA USA
SBA	SANTA BARBARA CALIFORNIA USA
SBP	SAN LUIS OBISPO CALIFORNIA USA
SCL	SANTIAGO(INTL) CHILE
SDF	LOUISVILLE KENTUCKY USA
SDQ	SANTO DOMINGO DOMINICAN REP.
SEA	SEATTLE\TACOMA(INTL) WA USA
SFO	SAN FRANCISCO(INTL) CALIFORNIA USA
SGF	SPRINGFIELD MISSOURI USA
SHV	SHREVEPORT LOUISIANA USA
SJC	SAN JOSE CALIFORNIA USA
SJD	LOS CABOS MEXICO
SJO	SAN JOSE(SANTAMARIA) COSTA RICA
SJT	SAN ANGELO TEXAS USA
SJU	SAN JUAN(INTL) PUERTO RICO
SKB	ST. KITTS LEEWARD ISLANDS
SLC	SALT LAKE CITY UTAH USA
SLU	ST. LUCIA WEST INDIES
SMF	SACRAMENTO(METRO) CA. USA
SNA	ORANGE CTY.(J.WAYNE APT) CA. USA
SPS	WICHITA FALLS TEXAS USA
STI	SANTIAGO DOMINICAN REP.
STL	ST. LOUIS(INTL) MISSOURI USA
STT	ST. THOMAS(INTL) VIRGIN ISLANDS
STX	ST. CROIX(INTL) VIRGIN ISLANDS
SXM	ST. MAARTEN(P.JULIANA) NETH. ANTILLES
SYR	SYRACUSE NEW YORK USA
TGU	TEGUCIGALPA HONDURAS
TOL	TOLEDO OHIO USA
TPA	TAMPA(INTL) FLORIDA USA
TUL	TULSA OKLAHOMA USA
TUS	TUCSON ARIZONA USA
TVC	TRAVERSE CITY MICHIGAN USA
TXK	TEXARKANA ARKANSAS USA
TYR	TYLER TEXAS USA
TYS	KNOXVILLE TENNESSEE USA
UIO	QUITO ECUADOR
VVI	SANTA CRUZ BOLIVIA
XNA	FAYETTEVILLE ARKANSAS USA
YOW	OTTAWA ONTARIO CANADA
YQB	QUEBEC QUEBEC CANADA
YUL	MONTREAL(DORVAL) QUEBEC CANADA
YVR	VANCOUVER(INTL) BC CANADA
YYC	CALGARY ALBERTA CANADA

Note: American cities include operations by American Airlines, Inc., TWA Airlines LLC., American Eagle Airlines, Inc. and Executive Airlines d/b/a American Eagle.

Source: OAG 2002

American and Finnair City-Pair Combinations

218 Cities Unique to American
63 Cities Unique to Finnair
13,734 Potential New On-line City-Pairs

Source: OAG 2002

Top 50 European Airports

RANK	ORIGIN STATION	ANNUAL PASSENGER BOOKINGS	% SHARE
1	London-Heathrow	18,434,733	7.9%
2	Paris-Charles de Gaulle	12,255,034	5.3%
3	Frankfurt	8,735,291	3.8%
4	Madrid	7,810,518	3.4%
5	Rome-Fiumicino	7,634,995	3.3%
6	Amsterdam	7,307,333	3.1%
7	Paris-Orly	6,483,701	2.8%
8	Munich	6,395,664	2.8%
9	Barcelona	5,848,851	2.5%
10	London-Gatwick	5,157,184	2.2%
11	Athens	4,468,849	1.9%
12	Brussels	4,461,384	1.9%
13	Milan-Malpensa	4,186,852	1.8%
14	Stockholm	4,090,932	1.8%
15	Zurich	4,035,213	1.7%
16	Dusseldorf	3,973,876	1.7%
17	Berlin-Tegel	3,601,704	1.5%
18	Manchester	3,285,954	1.4%
19	Milan-Linate	3,191,297	1.4%
20	Dublin	3,168,124	1.4%
21	Hamburg	3,153,658	1.4%
22	Copenhagen	3,093,269	1.3%
23	Lisbon	3,065,168	1.3%
24	Oslo	2,875,178	1.2%
25	Vienna	2,642,405	1.1%
26	Nice	2,585,248	1.1%
27	Helsinki	2,266,734	1.0%
28	Stuttgart	2,258,554	1.0%
29	Geneva	2,237,981	1.0%
30	Marseille	1,876,020	0.8%
31	Venice	1,819,531	0.8%
32	Lyon	1,758,459	0.8%
33	Palma de Mallorca	1,737,792	0.7%
34	Cologne	1,699,591	0.7%
35	Birmingham	1,680,982	0.7%
36	Toulouse	1,671,522	0.7%
37	Catania	1,630,126	0.7%
38	Naples	1,593,495	0.7%
39	Edinburgh	1,563,410	0.7%
40	Malaga	1,552,674	0.7%
41	Prague	1,446,429	0.6%
42	Budapest	1,434,724	0.6%
43	Glasgow	1,372,812	0.6%
44	Palermo	1,346,123	0.6%
45	Bologna	1,286,575	0.6%
46	Warsaw	1,273,075	0.5%
47	Gothenburg	1,250,122	0.5%
48	Turin	1,219,475	0.5%
49	Porto Portugal	1,196,177	0.5%
50	Thessaloniki	1,187,765	0.5%
	Other	52,175,847	22.4%
	TOTAL	232,478,410	100.0%

Source: MIDT 2001

U.S. - Europe
Annual Passenger Bookings by Carrier

Carrier	Bookings	% Share
British Airways	4,169,228	11.30%
United	3,771,034	10.22%
Lufthansa	3,389,659	9.19%
Delta	3,375,623	9.15%
American	2,794,946	7.57%
Continental	2,452,264	6.65%
Air France	2,269,336	6.15%
Virgin Atlantic	1,859,391	5.04%
Northwest	1,642,621	4.45%
US Airways	1,559,883	4.23%
KLM	1,524,715	4.13%
Swissair	1,158,666	3.14%
Alitalia	1,139,116	3.09%
Aer Lingus	935,586	2.54%
SAS	630,716	1.71%
Sabena	566,015	1.53%
Iberia	439,696	1.19%
Austrian	264,162	0.72%
Czech	84,970	0.23%
Finnair	74,759	0.20%
Lauda	48,304	0.13%
Other	2,750,900	7.45%
TOTAL	**36,901,590**	**100.00%**

Immunized Transatlantic Alliances

Star 1/	8,103,875	21.96%
Sky Team 3/	6,869,045	18.61%
Wings 2/	5,619,600	15.23%
Non - immunized	16,309,070	44.20%
TOTAL	**36,901,590**	**100.00%**

1/ Star summarized as LH, NG, OS, SK, & UA
2/ Wings summarized as KL & NW
3/ Sky summarized as AF, AZ, DL & OK

Source: MIDT 2001
(Includes Codeshare Bookings)

U.S. - Nordic Countries*
Annual Passenger Bookings by Carrier

Carrier	Bookings	% Share
SAS	497,336	27.10%
KLM	213,804	11.65%
British Airways	175,209	9.55%
Lufthansa	151,331	8.25%
Delta	100,253	5.46%
Icelandair	88,507	4.82%
Northwest	88,272	4.81%
Air France	85,509	4.66%
American	82,029	4.47%
United	75,440	4.11%
Finnair	60,258	3.28%
Swissair	26,683	1.45%
Sabena	22,252	1.21%
Continental	20,684	1.13%
Air Canada	11,264	0.61%
US Airways	10,933	0.60%
Iberia	887	0.05%
Alitalia	742	0.04%
Lauda	495	0.03%
Austrian	330	0.02%
Aer Lingus	195	0.01%
Czech	134	0.01%
Other	122,365	6.67%
TOTAL	**1,834,912**	**100.00%**

Immunized Transatlantic Alliances

Star 1/	724,932	39.51%
Wings 2/	302,076	16.46%
Sky Team 3/	186,638	10.17%
Non - immunized	621,266	33.86%
TOTAL	**1,834,912**	**100.00%**

1/ Star summarized as LH, NG, OS, SK, & UA
2/ Wings summarized as KL & NW
3/ Sky summarized as AF, AZ, DL & OK

Source: MIDT 2001
(Includes Codeshare Bookings)

*Nordic countries defined as Denmark, Finland, Norway and Sweden

U.S. - Finland
Annual Passenger Bookings by Carrier

Carrier	Bookings	% Share
Finnair	51,627	21.97%
Lufthansa	35,001	14.90%
SAS	34,395	14.64%
British Airways	29,017	12.35%
KLM	20,979	8.93%
American	16,095	6.85%
Northwest	14,730	6.27%
Air France	9,686	4.12%
United	6,000	2.55%
Delta	4,493	1.91%
Icelandair	4,050	1.72%
Swissair	1,977	0.84%
Continental	1,471	0.63%
Sabena	1,337	0.57%
Lauda	105	0.04%
Iberia	100	0.04%
Austrian	87	0.04%
Czech	48	0.02%
Aer Lingus	12	0.01%
Alitalia	4	0.00%
Other	3,750	1.60%
TOTAL	**234,964**	**100.00%**

Immunized Transatlantic Alliances

Star 1/	75,588	32.17%
Wings 2/	35,709	15.20%
Sky Team 3/	14,231	6.06%
Non - immunized	109,436	46.58%
TOTAL	**234,964**	**100.00%**

1/ Star summarized as LH, NG, OS, SK, & UA
2/ Wings summarized as KL & NW
3/ Sky summarized as AF, AZ, DL & OK

Source: MIDT 2001
(Includes Codeshare Bookings)

Top 100 Finnair O + D Markets To And From U.S.

	EUROPE	U.S.	ANNUAL FINNAIR ROUNDTRIP PASSENGER BOOKINGS
1	Helsinki	New York (JFK)	26,408
2	St. Petersburg	New York (JFK)	16,959
3	Warsaw	New York (JFK)	11,593
4	Moscow	New York (JFK)	11,360
5	Riga	New York (JFK)	5,562
6	Stockholm	New York (JFK)	4,394
7	Tallinn	New York (JFK)	4,166
8	Vilnius	New York (JFK)	3,156
9	Helsinki	San Francisco	2,656
10	Helsinki	Miami	1,992
11	Helsinki	Dallas / Ft. Worth	1,742
12	Helsinki	Los Angeles	1,651
13	Helsinki	Boston	1,357
14	Helsinki	San Diego	1,110
15	Helsinki	Washington D.C. (DCA)	1,000
16	Kiev	New York (JFK)	955
17	Copenhagen	New York (JFK)	685
18	St. Petersburg	Dallas / Ft. Worth	663
19	Prague	New York (JFK)	588
20	Helsinki	Orlando	545
21	St. Petersburg	San Francisco	534
22	Helsinki	Chicago	522
23	Oslo	New York (JFK)	510
24	Oulu	Dallas / Ft. Worth	471
25	St. Petersburg	Los Angeles	408
26	St. Petersburg	Boston	407
27	Helsinki	Baltimore	381
28	Helsinki	Atlanta	363
29	Hamburg	New York (JFK)	338
30	Oulu	New York (JFK)	333
31	Helsinki	San Jose	331
32	Helsinki	Las Vegas	313
33	Berlin	New York (JFK)	303
34	Gothenburg	New York (JFK)	301
35	Tallinn	Miami	299
36	Budapest	New York (JFK)	298
37	Helsinki	Raleigh-Durham	280
38	Helsinki	Salt Lake City	274
39	Helsinki	Tampa	273
40	Helsinki	Pittsburgh	231
41	St. Petersburg	Miami	231
42	Helsinki	Cleveland	229
43	Oulu	San Diego	229
44	Riga	San Francisco	226
45	Tampere	New York (JFK)	216
46	Tallinn	San Francisco	215
47	Helsinki	St. Louis	204
48	St. Petersburg	Washington D.C. (DCA)	204
49	Turku	New York (JFK)	203
50	Kuopio	New York (JFK)	193
51	Helsinki	Washington D.C. (IAD)	189
52	St. Petersburg	Chicago	177
53	Helsinki	Phoenix	177

Source: MIDT 2001
(Includes Codeshare Bookings)

Top 100 Finnair O + D Markets To And From U.S.

	EUROPE	U.S.	ANNUAL FINNAIR ROUNDTRIP PASSENGER BOOKINGS
54	Helsinki	Charlotte	177
55	Helsinki	Minneapolis	173
56	Helsinki	Denver	164
57	Helsinki	Seattle	163
58	Vienna	New York (JFK)	163
59	Moscow	Boston	162
60	St. Petersburg	Baltimore	160
61	Oulu	San Francisco	156
62	Tallinn	Los Angeles	155
63	Jyvaskyla	New York (JFK)	154
64	Helsinki	New Orleans	152
65	Helsinki	Fort Lauderdale	146
66	Moscow	Los Angeles	145
67	Helsinki	Houston	139
68	Rovaniemi	New York (JFK)	137
69	Helsinki	Detroit	137
70	St. Petersburg	Raleigh-Durham	135
71	Helsinki	West Palm Beach	133
72	Stockholm	Boston	132
73	Copenhagen	Los Angeles	129
74	Helsinki	Rochester	126
75	Moscow	Dallas / Ft. Worth	124
76	Stockholm	San Francisco	121
77	Stockholm	Los Angeles	119
78	Moscow	Nashville	119
79	Helsinki	Portland	118
80	Riga	Los Angeles	117
81	London (LHR)	New York (JFK)	116
82	Moscow	San Francisco	115
83	Riga	Boston	114
84	Vaasa	New York (JFK)	113
85	St. Petersburg	Atlanta	113
86	Stockholm	Chicago	111
87	Tallinn	Washington D.C. (DCA)	110
88	Moscow	Washington D.C. (DCA)	109
89	Copenhagen	San Francisco	109
90	Helsinki	Columbus	108
91	Tallinn	Columbus	108
92	Helsinki	Nashville	106
93	Moscow	Miami	103
94	Helsinki	Hartford	99
95	Tallinn	Boston	98
96	Helsinki	Albany	96
97	Dusseldorf	New York (JFK)	96
98	Turku	Miami	91
99	Stockholm	Baltimore	90
100	St. Petersburg	Pittsburgh	88

Source: MIDT 2001
(Includes Codeshare Bookings)

Top 10 U.S. - Finland Markets

MARKET RANK	FINLAND	U.S.	CARRIER	ANNUAL BOOKINGS	BOOKINGS PERCENT
1	Helsinki	New York (JFK)	Finnair	26,408	71.00%
			KLM	2,448	6.58%
			British Airways	2,380	6.40%
			American	1,424	3.83%
			Air France	1,138	3.06%
			Lufthansa	1,019	2.74%
			Northwest	730	1.96%
			Icelandair	577	1.55%
			Swissair	291	0.78%
			Others	781	2.10%
			Total	37,196	100.00%
2	Helsinki	San Francisco	Lufthansa	4,132	25.69%
			British Airways	3,088	19.20%
			KLM	2,672	16.61%
			Finnair	2,656	16.51%
			United	885	5.50%
			Air France	797	4.95%
			SAS	555	3.45%
			Swissair	410	2.55%
			American	354	2.20%
			Northwest	288	1.79%
			Others	250	1.55%
			Total	16,087	100.00%
3	Helsinki	Miami	Lufthansa	4,938	30.69%
			British Airways	2,433	15.12%
			Air France	2,287	14.21%
			Finnair	1,992	12.38%
			KLM	1,619	10.06%
			Martinair	806	5.01%
			Northwest	686	4.26%
			American	613	3.81%
			SAS	396	2.46%
			Iberia	92	0.57%
			Others	230	1.43%
			Total	16,092	100.00%
4	Helsinki	Dallas/Fort Worth	American	3,966	34.75%
			Lufthansa	2,515	22.03%
			British Airways	1,847	16.18%
			Finnair	1,742	15.26%
			SAS	479	4.20%
			Air France	349	3.06%
			Sabena	236	2.07%
			Others	280	2.45%
			Total	11,414	100.00%

Source: MIDT 2001
(Includes Codeshare Bookings)

Top 10 U.S. - Finland Markets

MARKET RANK	FINLAND	U.S.	CARRIER	ANNUAL BOOKINGS	BOOKINGS PERCENT
5	Helsinki	Los Angeles	Lufthansa	2,971	25.73%
			KLM	2,750	23.82%
			British Airways	1,803	15.61%
			Finnair	1,651	14.30%
			Air France	616	5.33%
			American	526	4.56%
			SAS	376	3.26%
			Northwest	332	2.88%
			United	209	1.81%
			Others	313	2.71%
			Total	11,547	100.00%
6	Helsinki	Boston	British Airways	3,134	29.02%
			Lufthansa	2,039	18.88%
			Finnair	1,357	12.57%
			American	895	8.29%
			Icelandair	789	7.31%
			Northwest	554	5.13%
			Air France	551	5.10%
			KLM	544	5.04%
			Swissair	451	4.18%
			Sabena	217	2.01%
			United	98	0.91%
			SAS	75	0.69%
			Delta	53	0.49%
			Others	41	0.38%
			Total	10,798	100.00%
7	Helsinki	San Diego	British Airways	1,125	34.29%
			Finnair	1,110	33.83%
			American	252	7.68%
			Lufthansa	230	7.01%
			Northwest	123	3.75%
			SAS	120	3.66%
			United	93	2.83%
			KLM	92	2.80%
			Delta	83	2.53%
			Continental	27	0.82%
			Others	26	0.79%
			Total	3,281	100.00%

Source: MIDT 2001
(Includes Codeshare Bookings)

Top 10 U.S. - Finland Markets

MARKET RANK	FINLAND	U.S.	CARRIER	ANNUAL BOOKINGS	BOOKINGS PERCENT
8	Helsinki	Washington (DCA)	Finnair	1,000	81.70%
			American	139	11.36%
			SAS	39	3.19%
			Northwest	17	1.39%
			United	5	0.41%
			British Airways	5	0.41%
			Lufthansa	4	0.33%
			Delta	4	0.33%
			Continental	3	0.25%
			Others	8	0.65%
			Total	1,224	100.00%
9	Helsinki	Orlando	British Airways	1,002	31.93%
			Finnair	545	17.37%
			Martinair	332	10.58%
			Lufthansa	314	10.01%
			KLM	215	6.85%
			Northwest	169	5.39%
			SAS	160	5.10%
			Icelandair	132	4.21%
			American	97	3.09%
			Others	172	5.48%
			Total	3,138	100.00%
10	Helsinki	Chicago	SAS	5,306	52.37%
			Lufthansa	1,129	11.14%
			American	795	7.85%
			British Airways	702	6.93%
			KLM	657	6.48%
			Finnair	522	5.15%
			United	361	3.56%
			Air France	265	2.62%
			Northwest	113	1.12%
			Sabena	100	0.99%
			Others	182	1.80%
			Total	10,132	100.00%

Source: MIDT 2001
(Includes Codeshare Bookings)

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document by email on the following persons:

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April 4, 2002