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RUBLOFF JET EXPRESS, L.L.C.

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September 9, 2005

SENT VIA FACSIMILE
AND OVERNIGHT DELIVERY

Ms. Torlanda E. Archer
Ms. Reather Flemmings
Office of Aviation Analysis, X-57
U.S. Department of Transportation
400 Seventh Street S.W., Room 6412
Washington, D.C. 20590

PC #: 05-200
Waiver #: 05-080

Re: Rubloff Jet Express /TNT Vacations/ Ryan International Airlines
Public Charter Prospectus; Waiver Application.

Dear Ladies:

Please find enclosed a new prospectus wherein the co-charter operators are Rubloff Jet Express, L.L.C. (Rubloff) and TNT Vacations (TNT) and the direct air carrier is Ryan International Airlines, Inc. The program consists of round trips between BOS-AUA-BOS and BOS-PUJ-BOS operating January 7, 2006 through April 30, 2006.

As noted above, the filing is a co-charter prospectus (see enclosed OST Form 4532), which therefore includes OST Forms 4533 and 4534 reflecting Rubloff's security and depository arrangements *and* TNT's security and depository arrangements. The allocation of sales and marketing responsibility for the seats comprising the program is governed by an agreement between the co-charter operators; participant payments are to be deposited into the depository (escrow) account of the co-charter operator, in this case TNT, effecting the sale to the participant. Similarly, and consistent with the Department's regulations, that same operator has responsibility to its participants for the services and accommodations comprising the participant's itinerary.

In connection with this prospectus, including any amendments that may be filed, the co-charter operators request a waiver of the Department's public charter regulations to the extent necessary to carry out the program on the co-charter basis reflected in the prospectus.

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Additionally, the applicants request a waiver of the provisions of 14 CFR 380.34(b)(2) and 380.35 to the extent necessary for TNT's air payments to be transferred periodically from TNT's escrow account directly to Rubloff's escrow account.

Rubloff, in turn, will remit each charter payment required under its contract with the direct air carrier by transfer from Rubloff's escrow account, or from an independent source, to the direct air carrier's depository (escrow) account governed by section 212.8 of the Department's regulations. Depending upon Rubloff's contract with the direct air carrier, this may be either an ACMI (aircraft, crew, maintenance, and insurance) type charter payment or an all-inclusive charter payment. Except in the case of an all-inclusive charter payment, Rubloff will retain in its escrow account all sums relating to non-ACMI services such as fuel, ground handling, catering and similar ancillary expenses. Rubloff, having arranged for these services whenever an ACMI contract applies, will pay for them with funds released from its escrow account after the corresponding flight has operated, or from an independent source.

These disbursements are consistent with the restrictions of sections 380.34(b)(2) and 380.35, with the technical exception of transferring funds from one co-charter operator's (TNT's) escrow account to the other co-charter operator's (Rubloff's) escrow account, for which waiver relief is requested. Under the requested waiver, (a) the Department's escrow protection scheme continues to be fulfilled at all levels, and (b) competition is enhanced; hence, the waiver would be in the public interest.

As to (b), under its ACMI agreements, Rubloff retains responsibility for arranging and paying for services such as aircraft and passenger ground handling, fuel and catering, while the direct air carrier is responsible for operation of the aircraft and for crew, maintenance and insurance. This division of responsibility achieves efficiencies and cost savings that are not typically attainable by smaller direct air carriers, particularly the exclusively- or predominantly-charter carriers generally involved in these programs. Rubloff, which may have multiple charter programs in operation at a given time, has been able to negotiate favorable pricing of goods and services such as fuel and ground handling, particularly at popular origin and destination points where multiple charter flights operated by more than one direct air carrier are the norm. At the same time, the direct air carrier is relieved of the administrative burden involved in non-ACMI functions, which helps enable the carrier to focus its resources on key operational matters.

These efficiencies and cost savings, among others, enable the air transportation needs of the participating co-charter operator, TNT, to be met at a better price than would otherwise be the case. This additional charter capacity distribution channel, coupled with the cost savings and efficiencies that are achieved, benefits the traveling public through lower retail pricing and enhanced competition levels made possible as a result.

We therefore submit that the requested waiver would be in the public interest and, as such, that it is consistent with section 380.3(e) of the Department's regulations. The requested waiver is substantively identical to numerous co-charter operator waivers issued by the