

# Q4-2020 Baseline

## User Instructions


PSP Compliance Request Name	Q42020 Baseline Screenshots	PSP Agreement Effective Date	10/1/2020
Organization	Open Skies	PSP2 Agreement Effective Date	
Status	In-Progress	Compliance Due Date	
		Report Quarter	Q4 2020 (Oct 1-Dec 31)

<b>User Instructions</b>	<b>User Instructions</b>
Definitions	Please complete each field providing supporting explanations and documentation (if required) prior to submission.
Recipient Information	Recipients have the option to save within each section (e.g., Recipient Information, Compensation, etc.) and complete the report at a later date.
Compensation	Clicking the "submit" button will finalize Recipient input and not allow any further modifications for the reporting period. If a Recipient needs to modify compliance data after submission, please contact Treasury directly at <a href="mailto:CaresActCompliance@Treasury.gov">CaresActCompliance@Treasury.gov</a> and place "Modify Submitted Compliance Data" in the subject line. Please include the Payroll Support Application Number in the message.
Executive Compensation	Please review and update your contact information to include a secondary and alternate contact. Additional instructions can be found by hovering over the Help icons or in the <a href="#">FAQs</a> .
Document Uploads	
Certification & Submission	

Compliance Supplemental Information

 PSP Compliance Contacts (0)	<input type="button" value="New"/>
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## Q4-2020 Baseline

### Definitions

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<b>Definitions</b>	<b>Definitions</b>
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**Benefits**

Benefits means, without duplication of any amounts counted as Salary or Wages, pension expenses in respect of Employees, all expenses for accident, sickness, hospital, and death benefits to Employees, and the cost of insurance to provide such benefits; any Severance Pay or Other Benefits payable to Employees pursuant to a bona fide voluntary early retirement program or voluntary furlough; and any other similar expenses paid by the Recipient for the benefit of Employees, including any other fringe benefit expense described in lines 10 and 11 of Financial Reporting Schedule P-6, Form 41, as published by the Department of Transportation, but excluding any Federal, state, or local payroll taxes paid by the Recipient. (PSP Agreement "Definitions")

**Corporate Officers**

Corporate Officers means, with respect to the Recipient, its president; any vice president in charge of a principal business unit, division, or function (such as sales, administration or finance); any other officer who performs a policy-making function; or any other person who performs similar policy making functions for the Recipient. Executive officers of subsidiaries or parents of the Recipient may be deemed Corporate Officers of the Recipient if they perform such policy-making functions for the Recipient. (PSP Agreement "Definitions")

**Employee**

Employee means an individual who is employed by the Recipient and whose principal place of employment is in the United States (including its territories and possessions), including salaried, hourly, full-time, part-time, temporary, and leased employees, but excluding any individual who is a Corporate Officer or independent contractor. (PSP Agreement "Definitions")

**Involuntary Termination or Furlough**

Involuntary Termination or Furlough means the Recipient terminating the employment of one or more Employees or requiring one or more Employees to take a temporary suspension or unpaid leave for any reason, including a shut down or slow-down of business; provided, however, that an Involuntary Termination or Furlough does not include a Permitted Termination or Furlough. (PSP Agreement "Definitions")

**Permitted Termination or Furlough**

Permitted Termination or Furlough means, with respect to an Employee, (1) a voluntary furlough, voluntary leave of absence, voluntary resignation, or voluntary retirement, (2) termination of employment resulting from such Employee's death or disability, or (3) the Recipient terminating the employment of such Employee for cause or placing such Employee on a temporary suspension or unpaid leave of absence for disciplinary reasons, in either case, as reasonably determined by the Recipient acting in good faith. (PSP Agreement "Definitions")

**Returning Employee**

Returning Employee means an Employee of the Recipient who was subject to an Involuntary Termination or Furlough and who has elected to return to employment pursuant to a Recall.

**Salary**

Salary means, without duplication of any amounts counted as Benefits, a fixed regular payment, typically paid on a monthly or biweekly basis but often expressed as an annual sum, as well as cost-of-living differentials, vacation time, paid time off, sick leave, and overtime pay, paid by the Recipient to its Employees, but excluding any Federal, state, or local payroll taxes paid by the Recipient. (PSP Agreement "Definitions")

**Severance Pay or Other Benefits**

Severance Pay or Other Benefits means any severance payment or other similar benefits, including cash payments, health care benefits, perquisites, the enhancement or acceleration of the payment or vesting of any payment or benefit or any other in-kind benefit payable (whether in lump sum or over time, including after March 24, 2020) by the Recipient, or the Borrower and its Affiliates, as applicable, to a Corporate Officer or Employee in connection with any termination of such Corporate Officer's or Employee's employment (including, without limitation, resignation, severance, retirement, or constructive termination), which shall be determined and calculated in respect of any Employee or Corporate Officer of the Recipient or the Borrower, as applicable, in the manner prescribed in 17 C.F.R. 229.402(j) (without regard to its limitation to the five most highly compensated executives and using the actual date of termination of employment rather than the last business day of the Recipient's or Borrower's, as applicable, last completed fiscal year as the trigger event).

**Termination or Furlough**

A "Termination or Furlough" means either an Involuntary Termination or Furlough or a Permitted Termination or Furlough, as those terms are defined in the PSP Agreement.

**Total Compensation**

Total Compensation means compensation including salary, wages, bonuses, awards of stock, and any other financial benefits provided by the Recipient or an Affiliate, as applicable, which shall be determined and calculated for the 2019 calendar year or any applicable 12-month period in respect of any Employee or Corporate Officer of the Recipient in the manner prescribed under paragraph e.5 of the award term in 2 CFR part 170, App. A, but excluding any Severance Pay or Other Benefits in connection with a termination of employment (PSP Agreement "Definitions").

**Wage**

Wage means, without duplication of any amounts counted as Benefits, a payment, typically paid on an hourly, daily, or piecework basis, including cost-of-living differentials, vacation, paid time off, sick leave, and overtime pay, paid by the Recipient to its Employees, but excluding any Federal, state, or local payroll taxes paid by the Recipient. (PSP Agreement "Definitions")

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## Recipient Information

User Instructions	<b>Recipient Information</b>			
Definitions	Recipient Name In Agreement	Open Skies	Payroll Support Agreement	PSA-2007150168
<b>Recipient Information</b>	Recipient Taxpayer ID	54-0094344	PSP 1 Agreement Effective Date	
Compensation	Recipient DUNS	582846508	PSP 1 Prorated Awardable Amount	
Executive Compensation	Fiscal Year End (Month)	--None--	PSP 1 Amount Paid to Date	
Document Uploads	Payroll Support 2 Agreement	PSAPA-2101210027	Borrower Name	
Certification & Submission	PSP 2 Agreement Effective Date		Loan Number	
	PSP 2 Prorated Awardable Amount		Type of Loan	Secured
	PSP 2 Amount Paid to Date		Date of Loan Agreement	
			Total Loan Amount	\$0.00

## Compensation

User Instructions	<b>Employee Payroll</b>	
Definitions	Total Employee Wages and Salaries	<input type="text"/>
Recipient Information	<b>Employee Benefits</b>	
<b>Compensation</b>	Total Employee Benefits	<input type="text"/>
Executive Compensation		<b>Total Employee Wages, Salaries &amp; Benefits Paid</b>
Document Uploads		\$0.00
Certification & Submission		<input type="button" value="Save"/>

## Q4-2020 Baseline

### Executive Compensation

User Instructions	<b>High Income Employees and Corporate Officers of the Recipient and Its Affiliates</b> Total Number of Corporate Officers and Employees who were paid more than \$425,000 in Total Compensation in Calendar Year 2019 <input type="text"/> Total Number of Corporate Officers and Employees whose 2019 Total Compensation exceeded \$3 million <input type="text"/>  <input type="button" value="Save"/>
Definitions	
Recipient Information	
Compensation	
<u>Executive Compensation</u>	
Document Uploads	
Certification & Submission	

# Q4-2020 Baseline

## Document Uploads

User Instructions	<b>IRS Form 941 - Employer's Quarterly Federal Tax Return</b> Please submit the Form 941 (or IRS-acceptable equivalent) submitted to the Internal Revenue Service for the Report Quarter in a PDF format. Upload Required Doc(s) <input type="button" value="Upload Files"/> Or drop files
Definitions	
Recipient Information	
Compensation	
Executive Compensation	
<b>Document Uploads</b>	
Certification & Submission	OR <input checked="" type="radio"/> Check box if NOT required to submit IRS Form 941 <input type="checkbox"/>
	<b>Financial Statements &amp; Information</b> <input checked="" type="radio"/> Do you file through EDGAR with the SEC? --None--
	Financial information upload includes: 1) income statement; 2) balance sheet; 3) statement of cash flow; 4) notes to financial statement; and 5) name and address of auditor/reviewer of statements
	Upload Required Doc(s) <input type="button" value="Upload Files"/> Or drop files
	If any of the five required documents are not available for upload, please provide an explanation. <input type="text"/>
	Did you upload an Income Statement? --None--
	Did you upload a Balance Sheet? --None--
	Did you upload a Statement of Cash Flow? --None--
	Did you upload Notes to Financial Statements? --None--
	Did you upload a name and address of auditor/reviewer of statements? --None--
	If you would like to provide explanations or greater detail to any of your responses, please enter explanation here. <input type="text"/>
	<input type="button" value="Save"/>

## Q4-2020 Baseline

### Certification & Submission – Yes selected

User Instructions	<p>Submission will restrict any further modifications to compliance information.</p> <p>Are you an authorized representative of the Signatory Entity with authority to make certifications on behalf of the Recipient?</p> <p>Yes</p> <p>This certification is delivered by Open Skies to the Department of the Treasury (Treasury) in connection with the Payroll Support Program Agreement (PSP Agreement) between Open Skies and Treasury under Division A, Title IV, Subtitle B of the Coronavirus Aid, Relief and Economic Security Act. Capitalized terms used but not defined herein have the meanings set forth in the PSP Agreement.</p> <p>The undersigned is an authorized representative of the Signatory Entity with authority to make the following representations on behalf of the Recipient.</p> <p>I certify, in my capacity as an authorized representative of the Signatory Entity and on behalf of the Signatory Entity and each other Recipient, that the data, documents, and other information submitted with this certification are true and correct and do not contain any materially false, fictitious, or fraudulent statement, nor any concealment or omission of any material fact.</p> <p>I make these certifications after reasonable inquiry of people, systems, and other information available to the Recipient. I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of material fact) in this certification may be the subject of criminal prosecution and also may subject the Recipient to civil penalties and/or administrative remedies for false claims or otherwise.</p> <p><a href="#">Submit</a></p>
Definitions	
Recipient Information	
Compensation	
Executive Compensation	
Document Uploads	
<b>Certification &amp; Submission</b>	

### Certification & Submission – No selected

User Instructions	<p>Submission will restrict any further modifications to compliance information.</p> <p>Are you an authorized representative of the Signatory Entity with authority to make certifications on behalf of the Recipient?</p> <p>No</p> <p>Please download the following certification, and have it signed by an authorized representative of the Signatory Entity:</p> <p><a href="#">Certification Download</a></p> <p>Please upload the signed certification below in order to submit.</p> <p>Upload Required Doc(s)</p> <p><a href="#">Upload Files</a> Or drop files</p> <p><a href="#">Submit</a></p>
Definitions	
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<b>Certification &amp; Submission</b>	

Certification & Submission – Certification Document

**PAYROLL SUPPORT PROGRAM**

**Quarterly Compliance Certification**

Are you an authorized representative of the Signatory Entity with authority to make certifications on behalf of the Recipient?

\_\_\_\_\_ Yes \_\_\_\_\_ No

This certification is delivered by Open Skies to the Department of the Treasury (Treasury) in connection with the Payroll Support Program Agreement (PSP Agreement) between Open Skies and Treasury under Subtitle A of Title IV of Division N of the Consolidated Appropriations Act, 2021 (PSP Extension Law).

The undersigned is an authorized representative of the Signatory Entity with authority to make the following representations on behalf of the Recipient.

I certify, in my capacity as an authorized representative of the Signatory Entity and on behalf of the Signatory Entity and each other Recipient, that the data, documents, and other information submitted with this certification are true and correct and do not contain any materially false, fictitious, or fraudulent statement, nor any concealment or omission of any material fact.

I make these certifications after reasonable inquiry of people, systems, and other information available to the Recipient. I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of material fact) in this certification may be the subject of criminal prosecution and also may subject the Recipient to civil penalties and/or administrative remedies for false claims or otherwise.

**Authorized Representative Name:** \_\_\_\_\_

**Authorized Representative Title:** \_\_\_\_\_

**Authorized Representative Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_