

4003/4112 Combo

User Instructions

PSP Compliance Request Name	Paul - Q1 Combo	PSP Agreement Effective Date	7/2/2020
Organization	Ian Air	PSP2 Agreement Effective Date	5/10/2021
Status	In-Progress	Compliance Due Date	6/7/2021

Report Quarter	Q1 2021 (Jan 1-Mar 31)
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PLEASE REFER TO YOUR LOAN DOCUMENTS FOR ALL CAPITALIZED TERMS USED IN THIS PORTAL BUT NOT DEFINED HEREIN. YOU SHOULD REFER TO YOUR LOAN DOCUMENTS FOR DETAILS ON APPLICABLE OBLIGATIONS AND NOTE THAT NOTHING CONTAINED HEREIN WAIVES OR AMENDS ANY OBLIGATION IN ANY AGREEMENT.

- User Instructions**
- Definitions
- Recipient Information
- Headcount & Compensation
- Compensation / Dividends
- Document Uploads
- Fundamental Changes
- Loan Specific Questions
- Additional Questions
- Certification & Submission

User Instructions

Please complete each field providing supporting explanations and documentation (if required) prior to submission.


Recipients have the option to save within each section (e.g., Recipient Information, Headcount & Compensation, etc.) and complete the report at a later date.

Clicking the "submit" button will finalize Recipient input and not allow any further modifications after the reporting deadline. Any modifications made, after submission and prior to the reporting deadline date, require the recipient to recertify and resubmit reporting data.

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 [FAQs](#).

OMB Control Number: 1505-0263
OMB Expiration Date: 10/31/2020
PRA Burden Statement:
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is two hours per response for applications/agreements and four hours for reporting/recordkeeping. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1750 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Compliance Supplemental Information

 PSP Compliance Contacts (0)

[New](#)

4003/4112 Combo

Definitions (4112 Definitions)

User Instructions	<p>Definitions</p> <p style="text-align: center;">4112 Definitions</p> <p>Benefits</p> <p>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")</p> <p>Corporate Officers</p> <p>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")</p> <p>Employee</p> <p>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")</p> <p>Involuntary Termination or Furlough</p> <p>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")</p> <p>Permitted Termination or Furlough</p> <p>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")</p> <p>Returning Employee</p> <p>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.</p> <p>Salary</p> <p>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")</p> <p>Severance Pay or Other Benefits</p> <p>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).</p> <p>Termination or Furlough</p> <p>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.</p> <p>Total Compensation</p> <p>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").</p> <p>Wage</p> <p>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")</p>
Definitions	
Recipient Information	
Headcount & Compensation	
Compensation / Dividends	
Document Uploads	
Fundamental Changes	
Loan Specific Questions	
Additional Questions	
Catering	
Certification & Submission	

4003/4112 Combo

Definitions, continued (4003 Definitions)

4003 Definitions

Borrower

Borrower means any of the following, as applicable: a Borrower, a Borrower Eligible Business, or Borrower Air Carrier, or any successor or assignee thereof.

Closing Date

Closing Date means the Closing Date or the Effective Date of the loan agreement, as applicable.

Employee

For purposes of CARES Act Section 4003 loans, Employee has the same meaning given to the term in section 2 of the National Labor Relations Act (29 U.S.C. 152) and includes any individual employed by an employer subject to the Railway Labor Act (45 U.S.C. 151 et seq.), and for the avoidance of doubt includes all individuals who are employed by the Borrower Air Carrier or Borrower Eligible Business who are not Corporate Officers.

Other Termination or Furlough

Other 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 Borrower 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 Borrower acting in good faith.

Involuntary Termination or Furlough

For purposes of CARES Act Section 4003 loans, Involuntary Termination or Furlough means the Borrower 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 an Other Termination or Furlough.

Report Quarter

Report Quarter means the calendar quarter as highlighted in the header.

4003/4112 Combo

Recipient Information

User Instructions	Recipient Information			
Definitions	Recipient Name in Agreement	Ian Air	Payroll Support Agreement	PSA-2104262562
Recipient Information	Recipient Taxpayer ID	23-000996	PSP 1 Agreement Effective Date	
Headcount & Compensation	Recipient DUNS	582842602	PSP 1 Prorated Awardable Amount	
Compensation / Dividends	Fiscal Year End (Month)	--None--	PSP 1 Amount Paid to Date	
Document Uploads	Payroll Support 2 Agreement	PSAPA-2104140048	Borrower Name	
Fundamental Changes	PSP 2 Agreement Effective Date		Loan Number	LN-00038
Loan Specific Questions	PSP 2 Prorated Awardable Amount		Type of Loan	Secured
Additional Questions	PSP 2 Amount Paid to Date		Date of Loan Agreement	
Certification & Submission			Total Approved Loan Amount	

Headcount & Compensation – Employee Headcount

Definitions	Employee Headcount	Wages, Salaries & Benefits	Additional Compensation	Loan Use of Proceeds
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Employee Headcount

1 Total Number of Employees at START of the Report Quarter

2 Total Number of New Hires DURING the Report Quarter. If you are only a PSP2 Recipient, please only include new hires since your PSP 2 Agreement Effective Date.

3 Total Number of Permitted Terminations or Furloughs DURING the Report Quarter

4 Total Number of Involuntary Terminations or Furloughs DURING the Report Quarter. If you are only a PSP2 Recipient, please only include terminations or furloughs since your PSP 2 Agreement Effective Date.

Changes in Employee Headcount

0

*If the number of involuntary terminations or furloughs is not zero, please enter an explanation.

Job Creation and Retention

Number of jobs created and/or retained during the Report Quarter.*

1. Only compensated employment in the U.S. or outlying areas should be counted.

*Please be advised that Treasury and/or the Pandemic Response Accountability Committee (PRAC) may be required to publish the number of jobs that you report – in addition to the amount of payroll support received and expended – on one or more public sites including <https://www.pandemicoversight.gov/> pursuant to section 15011 of the CARES Act (Pub. L. No. 116-136), as amended by Title VIII, Section 801(b) of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260) on December 27, 2020. In recognition of the diversity within the Payroll Support Program and the inherent difficulty in evaluating alternative financing options faced by employers in a variety of circumstances during the unprecedented pandemic, Treasury is allowing you to determine the basis for estimating the number of jobs created or retained and is not prescribing a single methodology. In one example utilized for the American Recovery and Reinvestment Act, the number of jobs retained is equal to the number of existing positions that were funded by your payroll support award during the quarter, expressed as the total number of hours worked and funded with payroll support within the reporting quarter divided by 40 or the number of hours in a full-time schedule. Recipients should otherwise use their discretion to estimate and where possible rely on payroll records. Please ensure the number reported does not exceed your total headcount reported and that where it does the difference is attributable to headcount versus full-time equivalent calculations or the inclusion of spillover effects for corporate officers or other positions.

Total Number of Employees at END of the Report Quarter

Employee Maintenance % at END of the Report Quarter.

If the Borrower's employment level decreased by more than 10% between March 24, 2020, and the END of the Report Quarter, please upload an explanation including, but not limited to, reasons for decreasing employment levels, relevant dates, and other pertinent information.

Upload Required Doc(s)

Or drop files

Headcount & Compensation – Employee Wages, Salaries, and Benefits

User Instructions	<p>Progress bar: ✓ Employee Wages, Salaries & Benefits Additional Compensation Loan Use of Proceeds</p>		
Definitions	Employee Wages and Salaries		
Recipient Information	Total Employee Wages and Salaries <input type="text"/>		
Headcount & Compensation	Employee Benefits		
Compensation / Dividends	Total Employee Benefits <input type="text"/>		Total Employee Wages, Salaries & Benefits Paid \$0.00
Document Uploads			
Fundamental Changes			
Loan Specific Questions			
Additional Questions			
Certification & Submission			
			Previous Save Next

Headcount & Compensation – Additional Compensation

User Instructions	<div style="display: flex; justify-content: space-between;"><div style="width: 60%;"><p>Additional Compensation</p></div><div style="width: 35%; text-align: right;">Loan Use of Proceeds</div></div>	
Definitions		
Recipient Information		
Headcount & Compensation	<h3>Payroll Support Program Use of Funds</h3> <p>Total Amount of Payroll Support Spent (PSP1) spent during the Report Quarter</p> <input type="text"/> <p>Total Amount of Payroll Support Spent (PSP1) spent on expenses other than Salary, Wages, and Benefits during the Report Quarter</p> <input type="text"/> <p>Total Amount of Payroll Support Spent (PSP1 Top-Off) spent during the Report Quarter</p> <input type="text"/> <p>Total Amount of Payroll Support Spent (PSP1 Top-Off) spent on expenses other than Salary, Wages, and Benefits during the Report Quarter</p> <input type="text"/> <p>Total Amount of Payroll Support Spent (PSP2) during the Report Quarter</p> <input type="text"/> <p>Total Amount of Payroll Support Spent (PSP2) on expenses other than Salary, Wages and Benefits during the Report Quarter</p> <input type="text"/> <p>If (a) Total Amount of PSP1, PSP2, or a combination of both, funds spent is greater than Total Employee Wages, Salaries, and Benefits or (b) Total Amount of PSP1, PSP2, or a combination of both, funds spent on expenses other than Salary, Wages, and Benefits is greater than zero, please upload an explanation which must include an itemized list of expenses.</p> <p><small>Upload Required Docs)</small></p> <div style="border: 1px dashed gray; padding: 2px; display: inline-block;">Upload Files Or drop files</div> <h3>Additional Employee Compensation Information</h3> <p>Number of Employees whose Pay Rate was reduced, without their consent, DURING the Report Quarter. If you are only a PSP2 Recipient, please only include terminations or furloughs since your PSP 2 Agreement Effective Date.</p> <input type="text"/> <p>Number of Employees whose Benefits were reduced, without their consent, DURING the Report Quarter. If you are only a PSP2 Recipient, please only include terminations or furloughs since your PSP 2 Agreement Effective Date.</p> <input type="text"/> <p>If the response to any of the questions in the Additional Employee Compensation Information is not zero, please enter an explanation</p> <div style="border: 1px solid gray; height: 40px; width: 100%;"></div>	
Compensation / Dividends		
Document Uploads		
Fundamental Changes		
Loan Specific Questions		
Additional Questions		
Catering		
Certification & Submission		

Previous Save Next

Headcount & Compensation – Loan Use of Proceeds

User Instructions

Definitions

Recipient Information

Headcount & Compensation

Compensation / Dividends

Document Uploads

Fundamental Changes

Loan Specific Questions

Additional Questions

Certification & Submission

Loans to Air Carriers, Eligible Businesses, and National Security Businesses - Use of Proceeds

Total amount of \$ 4003 loan proceeds used during the Report Quarter

Total operating expenses (as described in the loan agreement) paid from loan proceeds during the Report Quarter

Total of other expenses paid from loan proceeds during the Report Quarter

If other expenses were paid from loan proceeds, please explain, including expense category and amount spent

Previous Save

4003/4112 Combo

Compensation/Dividends (Compensation/Severance section)

User Instructions	<h4>Compensation / Severance</h4> <p>Please enter the total number of Corporate Officers or Employees of each Borrower Air Carrier, or each Borrower Eligible Business, as applicable, whose Total Compensation exceeded \$425,000 in 2019 or the Subsequent Reference Period.</p> <input type="text"/>
Definitions	
Recipient Information	
Headcount & Compensation	
Compensation / Dividends	
Document Uploads	
Fundamental Changes	
Loan Specific Questions	
Additional Questions	
Certification & Submission	

Enter the number of such Employees and Corporate Officers whose Total Compensation during any 12 consecutive months since March 24, 2020 exceeded their 2019 Total Compensation.

Enter the number of such Employees and Corporate Officers whose Total Compensation during any 12 consecutive months after the Closing Date of the Loan and Guarantee Agreement exceeded their 2019 Total Compensation or Total Compensation during the Subsequent Reference Period, as applicable.

Enter the number of such Employees and Corporate Officers who received Severance Pay or Other Benefits after the Closing Date of the Loan and Guarantee Agreement that exceeded twice their 2019 Total Compensation or Total Compensation during the Subsequent Reference Period.

i Enter the number of such Employees and Corporate Officers who received Severance Pay or Other Benefits after March 24, 2020 that exceeded twice their 2019 Total Compensation.

Please enter the total number of Corporate Officers or Employees whose Total Compensation exceeded \$3,000,000 in 2019 or the Subsequent Reference Period.

Please enter the total number of Corporate Officers and Employees whose Total Compensation exceeded \$3,000,000 in 2020.

Enter the number of such Employees and Corporate Officers whose Total Compensation during any 12 consecutive months after the Closing Date of the Loan and Guarantee Agreement exceeded the sum of \$3,000,000 and 50% of the excess over \$3,000,000 in Total Compensation received in calendar year 2019 or the Subsequent Reference Period, as applicable.

If not included in the above uploads, please include a document setting forth in comparative form the figures for the previous fiscal year for balance sheet, income statement, and statement of cash flows. Please also upload a statement of shareholders' equity for the Parent, setting forth in comparative form the figures for the previous fiscal year and a Financial Statement Report. If the Financial Statement Report does not consist of a report and opinion of independent public accountants of nationally recognized standing, please also upload tax returns of the Parent for the corresponding calendar years.

Upload Required Doc(s)

Or drop files

4003/4112 Combo

Compensation/Dividends (continued) (Dividends & Buybacks section)

Dividends & Buybacks

Has the Recipient purchased an equity security of the Recipient/parent company listed on a national securities exchange DURING the Report Quarter? If you are only a PSP2 Recipient, please only include purchases since your PSP 2 Agreement Effective Date.

--None--

Has any Borrower Air Carrier or Borrower Eligible Business, as applicable, or any of their Affiliates purchased an equity security of any Borrower Air Carrier or Borrower Eligible Business, as applicable, or of any direct or indirect parent company of such entity or of any Subsidiary of the Parent that is listed on a national securities exchange since the Loan and Guarantee Agreement Closing Date?

--None--

If yes to either question above, please upload an explanation that includes the number of shares, the dollar amounts and the dates of the transactions.

Upload Required Doc(s)

[Upload Files](#) Or drop files

For purposes of the PSP, has the Recipient paid dividends, or made any other capital distributions, with respect to the Recipient's common stock (or equivalent equity interest) since the PSP Agreement Effective Date?

--None--

For purposes of the Loan and Guarantee Agreement, has any Borrower Air Carrier or Borrower Eligible Business, as applicable, paid dividends, or made any other capital distributions, with respect to the entity's common stock (or equivalent equity interest) since the Closing Date?

--None--

If yes to either question above, please upload an explanation that includes the dollar amounts and the dates of the transactions.

Upload Required Doc(s)

[Upload Files](#) Or drop files

If yes, was the entity that paid a dividend or made a capital distribution an S-Corp or pass-through entity?

--None--

Was the dividend or capital distribution to cover the owners' tax obligations in respect to the entity's earnings?

--None--

If you answered "no" to either of the last two questions, please upload an explanation.

Upload Required Doc(s)

[Upload Files](#) Or drop files

Save

4003/4112 Combo

Document Uploads

User Instructions

Definitions

Recipient Information

Headcount & Compensation

Compensation / Dividends

Document Uploads

Fundamental Changes

Loan Specific Questions

Additional Questions

Certification & Submission

IRS Form 941 - Employer's Quarterly Federal Tax Return

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)

[Upload Files](#) Or drop files

OR

Check box if NOT required to submit IRS Form 941

Using information from the Form 941 (or IRS-acceptable equivalent), please complete the following:

Number of Employees (Line 1)	Business Closed (Line 17)
<input type="text"/>	--None--
Wages, Tips and Other Compensation (Line 2)	Seasonal (Line 18)
<input type="text"/>	--None--

Financial Statements & Information

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)

[Upload Files](#) Or drop files

If any of the five required documents are not available for upload, please provide an explanation.

Did you upload an Income Statement?	Did you upload a Balance Sheet?
--None--	--None--
Did you upload a Statement of Cash Flow?	Did you upload Notes to Financial Statements?
--None--	--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.

4003/4112 Combo

Document Uploads (additional questions for UA1 and UA2 only)

If not included in the above uploads, please include a document setting forth in comparative form the figures for the previous fiscal year for each financial information upload. Please also upload a statement of shareholders' equity setting forth in comparative form the figures for the previous fiscal year and a Financial Statement Report. If the Financial Statement Report does not consist of a report and opinion of independent public accountants of nationally recognized standing, please also upload tax returns of the Parent for the corresponding calendar years.

Upload Required Doc(s)

 Upload Files Or drop files


If any of the required documents are not available for upload, please provide an explanation.

Save

Document Uploads (Required upload for SA1, SA2, SA3, and SA4)

Please upload a summary of your insurance policies covering any Collateral.

Upload Required Doc(s)

 Upload Files Or drop files

Save

4003/4112 Combo

Fundamental Changes

User Instructions	<h4>Fundamental Changes</h4> <p>Did a Change of Control occur during the Report Quarter?</p> <p>Did any fundamental changes (as described in the loan agreement) occur during the Report Quarter?</p> <p>If yes to either question above, please upload an explanation that includes a description of the Change of Control and/or fundamental changes, dates, affected assets and/or liabilities, and any other relevant information.</p> <p>Upload Required Doc(s)</p> <p>Upload Files Or drop files</p> <p>Save</p>
Definitions	
Recipient Information	
Headcount & Compensation	
Compensation / Dividends	
Document Uploads	
Fundamental Changes	
Loan Specific Questions	
Additional Questions	
Certification & Submission	

Loan Specific Questions (UA1 and UA2 Only)

User Instructions	<h4>New Indebtedness (Unsecured Agreements)</h4> <p>Has any Credit Party or any Subsidiaries refinanced any existing Indebtedness such that Indebtedness increased or otherwise incurred any new Indebtedness other than Indebtedness incurred in the ordinary course of business and consistent with past practice in the form of any equipment financing, synthetic lease obligation or Capitalized Lease Obligation, in an aggregate amount not to exceed the contractually defined maximum level?</p> <p>Did the Parent or any Subsidiaries pledge any assets to any Person other than for Treasury's benefit during the Report Quarter?</p> <p>If the Parent or any Subsidiary pledged any assets to any Person other than for Treasury's benefit, please upload an explanation, including identification of the assets and the secured party.</p> <p>Upload Required Doc(s)</p> <p>Upload Files Or drop files</p> <p>Save</p>
Definitions	
Recipient Information	
Headcount & Compensation	
Compensation / Dividends	
Document Uploads	
Fundamental Changes	
Loan Specific Questions	
Additional Questions	
Certification & Submission	

Loan Specific Questions (SA1)

User Instructions	<p>Additional Collateral (Secured Agreements)</p> <p>Did the Parent or any Subsidiaries pledge any additional Collateral during the Report Quarter after the Closing Date?</p> <p>--None--</p> <p>If the Parent or any Subsidiary pledged additional Collateral, please upload an explanation including, but not limited to, the type of Collateral, its value, the date additional Collateral was pledged, all relevant Appraisals and/or asset Valuation Certificates, and other pertinent information.</p> <p>Upload Required Doc(s)</p> <p>Upload Files Or drop files</p> <p>Did the Parent or any Subsidiaries pledge any Collateral or other assets to any Person other than for Treasury's benefit during the Report Quarter?</p> <p>--None--</p> <p>If the Parent or any Subsidiary pledged any Collateral or other assets to any Person other than for Treasury's benefit, please upload an explanation, including identification of the Collateral or other assets and the secured party.</p> <p>Upload Required Doc(s)</p> <p>Upload Files Or drop files</p> <p>Disposition of Collateral (Secured Agreements)</p> <p>Did the Parent or any Subsidiary Dispose of any Collateral during the Report Quarter?</p> <p>--None--</p> <p>If the Parent or any Subsidiary Disposed of any Collateral during the Report Quarter, please upload a document describing the details of the Disposition and all Proceeds from the Disposition.</p> <p>Upload Required Doc(s)</p> <p>Upload Files Or drop files</p> <p>Save</p>
Definitions	
Recipient Information	
Headcount & Compensation	
Compensation / Dividends	
Document Uploads	
Fundamental Changes	
Loan Specific Questions	
Additional Questions	
Certification & Submission	

Loan Specific Questions (SA2)

User Instructions	<p>Additional Collateral (Secured Agreements)</p> <p>Did the Parent or any Subsidiaries pledge any Additional Collateral during the Report Quarter after the Closing Date?</p> <p>--None--</p> <p>If the Parent or any Subsidiary pledged Additional Collateral, please upload an explanation including, but not limited to, the type of Collateral, its value, the date Additional Collateral was pledged, all relevant Appraisals and/or asset Valuation Certificates, and other pertinent information.</p> <p>Upload Required Doc(s)</p> <p>Upload Files Or drop files</p> <p>Did the Parent or any Subsidiaries pledge any Collateral or other assets to any Person other than for Treasury's benefit during the Report Quarter?</p> <p>--None--</p> <p>If the Parent or any Subsidiary pledged any Collateral or other assets to any Person other than for Treasury's benefit, please upload an explanation, including identification of the Collateral or other assets and the secured party.</p> <p>Upload Required Doc(s)</p> <p>Upload Files Or drop files</p> <p>Disposition of Collateral (Secured Agreements)</p> <p>Did the Parent or any Subsidiary Dispose of any Collateral during the Report Quarter?</p> <p>--None--</p> <p>If the Parent or any Subsidiary Disposed of any Collateral during the Report Quarter, please upload a document describing the details of the Disposition and all Proceeds from the Disposition.</p> <p>Upload Required Doc(s)</p> <p>Upload Files Or drop files</p> <p>Financial Covenants (Secured Agreements) - Collateral Coverage Ratio (CCR)</p> <p>Did the CCR fall below 1.60 at any point during the most Recent Quarter?</p> <p>--None--</p> <p>If the CCR fell below 1.60 during the most recent quarter, please upload an explanation including, but not limited to, all relevant details, dates, and circumstances and any actions taken or proposed.</p> <p>Upload Required Doc(s)</p> <p>Upload Files Or drop files</p>
Definitions	
Recipient Information	
Headcount & Compensation	
Compensation / Dividends	
Document Uploads	
Fundamental Changes	
Loan Specific Questions	
Additional Questions	
Certification & Submission	

4003/4112 Combo

Loan Specific Questions (SA2 continued)

Financial Covenants (Secured Agreements) - Debt Service Coverage Ratio (DSCR)

Did the DSCR fall below 1.75 at any point during the most recent quarter?

--None--

If the DSCR fell below 1.75 during the most recent quarter, please upload an explanation including, but not limited to, all relevant details, dates, and circumstances and any actions taken or proposed.

Upload Required Doc(s)

 Upload Files Or drop files

Financial Covenants (Secured Agreements) - Liquidity

Please provide the aggregate amount of Liquidity (as defined in the loan agreement) for the last Business Day of the most recent quarter.

If the aggregate amount of Liquidity fell below its contractually-defined minimum level on the last Business Day of the Report Quarter, please upload an explanation including, but not limited to, all relevant circumstances, dates, actions taken or proposed, and other pertinent information.

Upload Required Doc(s)

 Upload Files Or drop files

Save

Loan Specific Questions (SA3)

Definitions	Additional Collateral (Secured Agreements)
Recipient Information	Did the Parent or any Subsidiaries pledge any additional Collateral during the Report Quarter after the Closing Date?
Headcount & Compensation	--None--
Compensation / Dividends	If the Parent or any Subsidiary pledged additional Collateral, please upload an explanation including, but not limited to, the type of Collateral, its value, the date additional Collateral was pledged, all relevant Appraisals and/or asset Valuation Certificates, and other pertinent information.
Document Uploads	Upload Required Doc(s) Upload Files Or drop files
Fundamental Changes	Did the Parent or any Subsidiaries pledge any Collateral or other assets to any Person other than for Treasury's benefit during the Report Quarter?
Loan Specific Questions	--None--
Additional Questions	If the Parent or any Subsidiary pledged any Collateral or other assets to any Person other than for Treasury's benefit, please upload an explanation, including identification of the Collateral or other assets and the secured party.
Certification & Submission	Upload Required Doc(s) Upload Files Or drop files
	Disposition of Collateral (Secured Agreements)
	Did the Parent or any Subsidiary Dispose of any Collateral during the Report Quarter?
	--None--
	If the Parent or any Subsidiary Disposed of any Collateral during the Report Quarter, please upload a document describing the details of the Disposition and all Proceeds from the Disposition.
	Upload Required Doc(s) Upload Files Or drop files
	Financial Covenants (Secured Agreements) - Collateral Coverage Ratio (CCR)
	Did the CCR fall below 1.60 at any point during the most Recent Quarter?
	--None--
	If the CCR fell below 1.60 during the most recent quarter, please upload an explanation including, but not limited to, all relevant details, dates, and circumstances and any actions taken or proposed.
	Upload Required Doc(s) Upload Files Or drop files
	Financial Covenants (Secured Agreements) - Liquidity
	Please provide the aggregate amount of Liquidity (as defined in the loan agreement) for the last Business Day of the most recent quarter.
	<input type="text"/>
	If the aggregate amount of Liquidity fell below its contractually-defined minimum level on the last Business Day of the Report Quarter, please upload an explanation including, but not limited to, all relevant circumstances, dates, actions taken or proposed, and other pertinent information.
	Upload Required Doc(s) Upload Files Or drop files
	Save

Loan Specific Questions (SA4)

User Instructions	
Definitions	
Recipient Information	
Headcount & Compensation	
Compensation / Dividends	
Document Uploads	
Fundamental Changes	
Loan Specific Questions	
Additional Questions	
Certification & Submission	

Additional Collateral (Secured Agreements)

Did the Parent or any Subsidiaries pledge any additional Collateral during the Report Quarter after the Closing Date?

--None--

If the Parent or any Subsidiary pledged additional Collateral, please upload an explanation including, but not limited to, the type of Collateral, its value, the date additional Collateral was pledged, all relevant Appraisals and/or asset Valuation Certificates, and other pertinent information.

Upload Required Doc(s)

[Upload Files](#) Or drop files

Did the Parent or any Subsidiaries pledge any Collateral or other assets to any Person other than for Treasury's benefit during the Report Quarter?

--None--

If the Parent or any Subsidiary pledged any Collateral or other assets to any Person other than for Treasury's benefit, please upload an explanation, including identification of the Collateral or other assets and the secured party.

Upload Required Doc(s)

[Upload Files](#) Or drop files

Disposition of Collateral (Secured Agreements)

Did the Parent or any Subsidiary Dispose of any Collateral during the Report Quarter?

--None--

If the Parent or any Subsidiary Disposed of any Collateral during the Report Quarter, please upload a document describing the details of the Disposition and all Proceeds from the Disposition.

Upload Required Doc(s)

[Upload Files](#) Or drop files

Financial Covenants (Secured Agreements) - Collateral Coverage Ratio (CCR)

Did the CCR fall below 1.60 at any point during the most Recent Quarter?

--None--

If the CCR fell below 1.60 during the most recent quarter, please upload an explanation including, but not limited to, all relevant details, dates, and circumstances and any actions taken or proposed.

Upload Required Doc(s)

[Upload Files](#) Or drop files

[Save](#)

4003/4112 Combo

Additional Questions - PSP1 and PSP2 Air Carrier (#1)

User Instructions	Your organization reported 0 number of Involuntary Terminations or Furloughs between October 1, 2020 and the PSP2 Agreement Effective Date ("Employees Involuntarily Terminated or Furloughed"). Can you confirm the accuracy of this figure?
Definitions	--None--
Recipient Information	Total Number of Recall Notices sent to Employees Involuntarily Terminated or Furloughed within 72 hours of signing the PSP2 Agreement.
Headcount & Compensation	
Compensation / Dividends	Total Number of Recall Notices sent to Employees Involuntarily Terminated or Furloughed after 72 hours of signing the PSP2 Agreement.
Document Uploads	
Fundamental Changes	Involuntary Termination/Furlough to Recall Notice Difference 0.00
Loan Specific Questions	How many of the Employees Involuntarily Terminated or Furloughed signified their desire to return within the required time period?
Additional Questions	
Certification & Submission	Were all Returning Employees* rehired within 30 days from confirming their desire to return?
	--None--
	Total Number of Returning Employees rehired within 30 days.
	Unhired Returning Employees 0.00
	Were all Returning Employees compensated for lost Salary, Wages, and Benefits within 30 days after returning to employment?
	--None--
	Were all Returning Employees compensated for all Salary, Wages, and Benefits that they would have earned between December 1, 2020 and the PSP2 Agreement Effective Date?
	--None--
	Total Amount of lost Salary, Wages, and Benefits compensation paid to Returning Employees.
	Did you properly restore all rights to the Returning Employees as if such Returning Employees had not been subject to an Involuntary Termination or Furlough?
	--None--
	If any of the above questions were answered in the negative you must provide an explanation below.
	.
	Save

4003/4112 Combo

Additional Questions - PSP1 and PSP2 Contractor (#2)

User Instructions	Your organization reported 0 number of Involuntary Terminations or Furloughs between October 1, 2020 and the PSP2 Agreement Effective Date ("Employees Involuntarily Terminated or Furloughed"). Can you confirm the accuracy of this figure?
Definitions	--None--
Recipient Information	Total Number of Recall Notices sent to Employees Involuntarily Terminated or Furloughed within 72 hours of signing the PSP2 Agreement.
Headcount & Compensation	
Compensation / Dividends	Total Number of Recall Notices sent to Employees Involuntarily Terminated or Furloughed after 72 hours of signing the PSP2 Agreement.
Document Uploads	
Fundamental Changes	Involuntary Termination/Furlough to Recall Notice Difference 0.00
Loan Specific Questions	How many of the Employees Involuntarily Terminated or Furloughed signified their desire to return within the required time period?
Additional Questions	Were all Returning Employees* rehired within 30 days from confirming their desire to return? --None--
Catering	Total Number of Returning Employees rehired within 30 days.
Certification & Submission	Unhired Returning Employees 0.00
	Were all Returning Employees compensated for lost Salary, Wages, and Benefits within 30 days after returning to employment? --None--
	Were all Returning Employees compensated for all Salary, Wages, and Benefits that they would have earned between December 27, 2020 and the PSP2 Agreement Effective Date? --None--
	Total Amount of lost Salary, Wages, and Benefits compensation paid to Returning Employees.
	Did you properly restore all rights to the Returning Employees as if such Returning Employees had not been subject to an Involuntary Termination or Furlough? --None--
	If any of the above questions were answered in the negative you must provide an explanation below.
	<input type="button" value="Save"/>

4003/4112 Combo

Additional Questions - PSP2 Air Carrier (#3)

User Instructions	
Definitions	Your organization reported 0 number of Involuntary Terminations or Furloughs between March 27, 2020 and the PSP2 Agreement Effective Date ("Employees Involuntarily Terminated or Furloughed"). Can you confirm the accuracy of this figure?
Recipient Information	--None--
Headcount & Compensation	Total Number of Recall Notices sent to Employees Involuntarily Terminated or Furloughed within 72 hours of signing the PSP2 Agreement.
Compensation / Dividends	12
Document Uploads	Total Number of Recall Notices sent to Employees Involuntarily Terminated or Furloughed after 72 hours of signing the PSP2 Agreement.
Fundamental Changes	50
Loan Specific Questions	Involuntary Termination/Furlough to Recall Notice Difference
Additional Questions	-62.00
Certification & Submission	How many of the Employees Involuntarily Terminated or Furloughed signified their desire to return within the required time period?
	50
	Were all Returning Employees* rehired within 30 days from confirming their desire to return?
	Yes
	Total Number of Returning Employees rehired within 30 days.
	20
	Unhired Returning Employees
	30.00
	Please upload an explanation if there is a discrepancy between the Total Number of Employees who signified their desire to return within 14 days and the Total Number of Returning Employees rehired within 30 days.
	<small>Upload Required Docs)</small>
	Upload Files Or drop files
	Were all Returning Employees compensated for lost Salary, Wages, and Benefits within 30 days after returning to employment?
	Yes
	Were all Returning Employees compensated for all Salary, Wages, and Benefits that they would have earned between December 1, 2020 and the PSP2 Agreement Effective Date?
	--None--
	Total Amount of lost Salary, Wages, and Benefits compensation paid to Returning Employees.
	50,000
	Did you properly restore all rights to the Returning Employees as if such Returning Employees had not been subject to an Involuntary Termination or Furlough?
	--None--
	If any of the above questions were answered in the negative you must provide an explanation below.
	<input type="text"/>
	<input type="button" value="Save"/>

Additional Questions - PSP2 Contractor (#4)

User Instructions	Your organization reported 0 number of Involuntary Terminations or Furloughs between March 27, 2020 and the PSP2 Agreement Effective Date ("Employees Involuntarily Terminated or Furloughed"). Can you confirm the accuracy of this figure?
Definitions	--None--
Recipient Information	Total Number of Recall Notices sent to Employees Involuntarily Terminated or Furloughed within 72 hours of signing the PSP2 Agreement.
Headcount & Compensation	
Compensation / Dividends	Total Number of Recall Notices sent to Employees Involuntarily Terminated or Furloughed after 72 hours of signing the PSP2 Agreement.
Document Uploads	
Fundamental Changes	Involuntary Termination/Furlough to Recall Notice Difference 0.00
Loan Specific Questions	How many of the Employees Involuntarily Terminated or Furloughed signified their desire to return within the required time period?
Additional Questions	Were all Returning Employees* rehired within 30 days from confirming their desire to return?
Catering	--None--
Certification & Submission	Total Number of Returning Employees rehired within 30 days.
	Unhired Returning Employees 0.00
	Were all Returning Employees compensated for lost Salary, Wages, and Benefits within 30 days after returning to employment?
	--None--
	Were all Returning Employees compensated for all Salary, Wages, and Benefits that they would have earned between December 27, 2020 and the PSP2 Agreement Effective Date?
	--None--
	Total Amount of lost Salary, Wages, and Benefits compensation paid to Returning Employees.
	Did you properly restore all rights to the Returning Employees as if such Returning Employees had not been subject to an Involuntary Termination or Furlough?
	--None--
	If any of the above questions were answered in the negative you must provide an explanation below.
	<input type="button" value="Save"/>

4003/4112 Combo

Certification & Submission (if "No" is selected as an authorized representative)

User Instructions	<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>Certification Download</p> <p>Please upload the signed certification below in order to submit.</p> <p>Upload Required Doc(s)</p> <p>Upload Files Or drop files</p> <p>Submit</p>
Definitions	
Recipient Information	
Headcount & Compensation	
Compensation / Dividends	
Document Uploads	
Fundamental Changes	
Loan Specific Questions	
Additional Questions	
Certification & Submission	

PAYROLL SUPPORT PROGRAM

Quarterly Compliance Certification

Capitalized terms used but not defined herein have the meanings set forth in the PSP Agreement or the Loan and Guarantee Agreement, as applicable.

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 Ian Air to the Department of the Treasury (Treasury) in connection with the Payroll Support Program Agreement (PSP Agreement) between Ian Air and Treasury under Division A, Title IV, Subtitle B of the Coronavirus Aid, Relief and Economic Security Act.

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 Recipient has been in continuous compliance with the terms and conditions of the PSP Agreement between the date of execution by both parties of the PSP Agreement (the Effective Date) and March 31, 2021.

I attest to this certification. If no, I do not attest, please upload explanation below.

_____ Yes _____ No

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 Recipient has continuously maintained effective internal controls to prevent, detect, and report violations of the terms and conditions of the PSP Agreement between the Effective Date and March 31, 2021.

I attest to this certification. If no, I do not attest, please upload explanation below.

_____ Yes _____ No

Certification & Submission – Certification Download (Page 2 of 3)

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 attest to this certification. If no, I do not attest, please upload explanation below.

_____ Yes _____ No

Capitalized terms used in these certifications have the meanings given to such terms in the Loan and Guarantee Agreement.

Are you a Responsible Officer of the Borrower?

_____ Yes _____ No

Are you a Responsible Officer of the Parent?

_____ Yes _____ No

This certification is delivered by the Borrower to the Department of the Treasury (Treasury) in connection with the Loan and Guarantee Agreement among the Borrower, the Guarantors party thereto, Treasury, and The Bank of New York Mellon as Administrative Agent and Collateral Agent.

The undersigned is a Responsible Officer of the Borrower with authority to make the following representations on behalf of the Borrower.

I certify, in my capacity as a Responsible Officer of the Borrower, that the Borrower has been in continuous compliance with the terms and conditions of the Loan and Guarantee Agreement and all other Loan Documents between the Closing Date and March 31, 2021.

I attest to this certification. If no, I do not attest, please upload explanation below.

_____ Yes _____ No

Certification & Submission – Certification Download (Page 3 of 3)

I certify, in my capacity as a Responsible Officer of the Borrower, that the Borrower has maintained effective internal controls to prevent, detect, and report violations of terms and conditions of the Loan and Guarantee Agreement and all other Loan Documents between the Closing Date and March 31, 2021.

I attest to this certification. If no, I do not attest, please upload explanation below.

_____ Yes _____ No

I certify, in my capacity as a Responsible Officer of the Borrower, 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, or any concealment or omission of any material fact. I further certify that applicable defined terms in the Loan Documents were reviewed in connection with the submission of such data, documents, and other information.

I attest to this certification. If no, I do not attest, please upload explanation below.

_____ Yes _____ No

I make these certifications after reasonable inquiry of people, systems, and other information available to the Borrower. 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 Borrower to civil penalties and/or administrative remedies for false claims or otherwise.

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: _____

4003/4112 Combo

Certification & Submission (if “yes” is selected as an authorized representative and “no” in every other field)

User Instructions	Are you an authorized representative of the Signatory Entity with authority to make certifications on behalf of the Recipient? Yes
Definitions	
Recipient Information	
Headcount & Compensation	Capitalized terms used but not defined herein have the meanings set forth in the PSP Agreement or the Loan and Guarantee Agreement, as applicable.
Compensation / Dividends	This certification is delivered by Ian Air to the Department of the Treasury (Treasury) in connection with the Payroll Support Program Agreement (PSP Agreement) between Ian Air and Treasury under Division A, Title IV, Subtitle B of the Coronavirus Aid, Relief and Economic Security Act.
Document Uploads	The undersigned is an authorized representative of the Signatory Entity with authority to make the following representations on behalf of the Recipient.
Fundamental Changes	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 Recipient has been in continuous compliance with the terms and conditions of the PSP Agreement between the date of execution by both parties of the PSP Agreement (the Effective Date) and March 31, 2021.
Loan Specific Questions	I attest to this certification. If no, I do not attest, please upload explanation below.
Additional Questions	No
Certification & Submission	Upload Required Doc(s) Upload Files Or drop files
	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 Recipient has continuously maintained effective internal controls to prevent, detect, and report violations of the terms and conditions of the PSP Agreement between the Effective Date and March 31, 2021.
	I attest to this certification. If no, I do not attest, please upload explanation below.
	No
	Upload Required Doc(s) Upload Files Or drop files
	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 attest to this certification. If no, I do not attest, please upload explanation below.
	No
	Upload Required Doc(s) Upload Files Or drop files

4003/4112 Combo

Certification & Submission (if “yes” is selected as an authorized representative and “no” in every other field) – continued

Capitalized terms used in these certifications have the meanings given to such terms in the Loan and Guarantee Agreement.

Are you a Responsible Officer of the Borrower?

No

This certification is delivered by the Borrower to the Department of the Treasury (Treasury) in connection with the Loan and Guarantee Agreement among the Borrower, the Guarantors party thereto, Treasury, and The Bank of New York Mellon as Administrative Agent and Collateral Agent.

The undersigned is a Responsible Officer of the Borrower with authority to make the following representations on behalf of the Borrower.

I certify, in my capacity as a Responsible Officer of the Borrower, that the Borrower has been in continuous compliance with the terms and conditions of the Loan and Guarantee Agreement and all other Loan Documents between the Closing Date and March 31, 2021.

I attest to this certification. If no, I do not attest, please upload explanation below.

No

Upload Required Doc(s)

[Upload Files](#) Or drop files

I certify, in my capacity as a Responsible Officer of the Borrower, that the Borrower has maintained effective internal controls to prevent, detect, and report violations of terms and conditions of the Loan and Guarantee Agreement and all other Loan Documents between the Closing Date and March 31, 2021.

I attest to this certification. If no, I do not attest, please upload explanation below.

No

Upload Required Doc(s)

[Upload Files](#) Or drop files

I certify, in my capacity as a Responsible Officer of the Borrower, 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, or any concealment or omission of any material fact. I further certify that applicable defined terms in the Loan Documents were reviewed in connection with the submission of such data, documents, and other information.

I attest to this certification. If no, I do not attest, please upload explanation below.

No

Upload Required Doc(s)

[Upload Files](#) Or drop files

I make these certifications after reasonable inquiry of people, systems, and other information available to the Borrower. 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 Borrower to civil penalties and/or administrative remedies for false claims or otherwise.

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:

PAUL CHEAKALOS

Authorized Representative Title:

[Submit](#)

4003/4112 Combo

Certification & Submission (if “yes” is selected as an authorized representative and “yes” in every other field)

User Instructions	Are you an authorized representative of the Signatory Entity with authority to make certifications on behalf of the Recipient? <input type="text" value="Yes"/>
Definitions	
Recipient Information	
Headcount & Compensation	Capitalized terms used but not defined herein have the meanings set forth in the PSP Agreement or the Loan and Guarantee Agreement, as applicable.
Compensation / Dividends	This certification is delivered by Ian Air to the Department of the Treasury (Treasury) in connection with the Payroll Support Program Agreement (PSP Agreement) between Ian Air and Treasury under Division A, Title IV, Subtitle B of the Coronavirus Aid, Relief and Economic Security Act.
Document Uploads	The undersigned is an authorized representative of the Signatory Entity with authority to make the following representations on behalf of the Recipient.
Fundamental Changes	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 Recipient has been in continuous compliance with the terms and conditions of the PSP Agreement between the date of execution by both parties of the PSP Agreement (the Effective Date) and March 31, 2021.
Loan Specific Questions	I attest to this certification. If no, I do not attest, please upload explanation below. <input type="text" value="Yes"/>
Additional Questions	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 Recipient has continuously maintained effective internal controls to prevent, detect, and report violations of the terms and conditions of the PSP Agreement between the Effective Date and March 31, 2021.
Certification & Submission	I attest to this certification. If no, I do not attest, please upload explanation below. <input type="text" value="Yes"/>
	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 attest to this certification. If no, I do not attest, please upload explanation below. <input type="text" value="Yes"/>

4003/4112 Combo

Certification & Submission (if “yes” is selected as an authorized representative and “yes” in every other field) – continued

Capitalized terms used in these certifications have the meanings given to such terms in the Loan and Guarantee Agreement.

Are you a Responsible Officer of the Borrower?

Yes

This certification is delivered by the Borrower to the Department of the Treasury (Treasury) in connection with the Loan and Guarantee Agreement among the Borrower, the Guarantors party thereto, Treasury, and The Bank of New York Mellon as Administrative Agent and Collateral Agent.

The undersigned is a Responsible Officer of the Borrower with authority to make the following representations on behalf of the Borrower.

I certify, in my capacity as a Responsible Officer of the Borrower, that the Borrower has been in continuous compliance with the terms and conditions of the Loan and Guarantee Agreement and all other Loan Documents between the Closing Date and March 31, 2021.

I attest to this certification. If no, I do not attest, please upload explanation below.

Yes

I certify, in my capacity as a Responsible Officer of the Borrower, that the Borrower has maintained effective internal controls to prevent, detect, and report violations of terms and conditions of the Loan and Guarantee Agreement and all other Loan Documents between the Closing Date and March 31, 2021.

I attest to this certification. If no, I do not attest, please upload explanation below.

Yes

I certify, in my capacity as a Responsible Officer of the Borrower, 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, or any concealment or omission of any material fact. I further certify that applicable defined terms in the Loan Documents were reviewed in connection with the submission of such data, documents, and other information.

I attest to this certification. If no, I do not attest, please upload explanation below.

Yes

I make these certifications after reasonable inquiry of people, systems, and other information available to the Borrower. 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 Borrower to civil penalties and/or administrative remedies for false claims or otherwise.

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:

PAUL CHEAKALOS

Authorized Representative Title:

 Submit