Paycheck Protection Program
Borrower Application Form

OMB Control No.: 3245-0407
Expiration Date: 09/30/2020

☐ Sole proprietor ☐ Partnership ☐ C-Corp ☐ S-Corp ☑ LLC ☐ 501(c)(3) nonprofit ☐ Independent Contractor ☐ Other ☐ Eligible self-employed individual ☐ 501(c)(19) veterans organization ☐ Tribal business (sec. 31(b)(2)(C) of Small Business Act)
DBA or Tradename if applicable
Shibley Medical
Business Legal Name
The A Team Holdings LLC
Business Primary Address
4700 36th Avenue Southwest
Seattle, WA 98126

Business TIN (EIN, SSN)	Business Phone
[redacted]7088	(206) 938-4291
Primary Contact	**Email Address**
Eric Shibley	shibleymedical@outlook.com

Average Monthly Payroll:	$384000	x 2.5 + EIDL, Net of Advance (if Applicable) Equals Loan Request:	$960000	Number of Employees:	48

Purpose of the loan (select more than one):	☑ Payroll ☑ Lease / Mortgage Interest ☑ Utilities ☑ Other (explain): Employee benefirts

Applicant Ownership

List all owners of 20% or more of the equity of the Applicant. Attach a separate sheet if necessary.

Owner Name	Title	Ownership %	TIN (EIN, SSN)	Address
Eric Shibley	Manager	100	[redacted]-5264	4700 36th Ave SW, Seattle, WA 98126

If questions (1) or (2) below are answered "Yes", the loan will not be approved.

Question	Yes	No
1. Is the Applicant or any owner of the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy?	☐	☑
2. Has the Applicant, any owner of the Applicant, or any business owned or controlled by any of them, ever obtained a direct or guaranteed loan from SBA or any other Federal agency that is currently delinquent or has defaulted in the last 7 years and caused a loss to the government?	☐	☑
3. Is the Applicant or any owner of the Applicant an owner of any other business, or have common management with, any other business? If yes, list all such businesses and describe the relationship on a separate sheet identified as addendum A.	☐	☑
4. Has the Applicant received an SBA Economic Injury Disaster Loan between January 31, 2020 and April 3, 2020? If yes, provide details on a separate sheet identified as addendum B.	☐	☑

If questions (5) or (6) are answered "Yes", the loan will not be approved.

5. Is the Applicant (if an individual) or any individual owning 20% or more of the equity of the Applicant subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction, or presently incarcerated, or on probation or parole?	☐	☑
Initial here to confirm your response to question 5 ->	ES	
6. Within the last 5 years, for any felony, has the Applicant (if an individual) or any owner of the Applicant 1) been convicted; 2) pleaded guilty; 3) pleaded nolo contendere; 4) been placed on pretrial diversion; or 5) been placed on any form of parole or probation (including probation before judgment)?	☐	☑
Initial here to confirm your response to question 6 ->	ES	
7. Is the United States the principal place of residence for all employees of the Applicant included in the Applicant's payroll calculation above?	☐	☑
8. Is the Applicant a franchise that is listed in the SBA's Franchise Directory?	☐	☑

U.S. v. Shibley
CR20-174 JCC
Government Exhibit No. 1
Admitted _____

Paycheck Protection Program
Borrower Application Form

By Signing Below, You Make the Following Representations, Authorizations, and Certifications

CERTIFICATIONS AND AUTHORIZATIONS

I certify that:

- I have read the statements included in this form, including the Statements Required by Law and Executive Orders, and I understand them.
- The Applicant is eligible to receive a loan under the rules in effect at the time this application is submitted that have been issued by the Small Business Administration (SBA) implementing the Paycheck Protection Program under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (the Paycheck Protection Program Rule).
- The Applicant (1) is an independent contractor, eligible self-employed individual, or sole proprietor or (2) employs no more than the greater of 500 or employees or, if applicable, the size standard in number of employees established by the SBA in 13 C.F.R. 121.201 for the Applicant's industry.
- I will comply, whenever applicable, with the civil rights and other limitations in this form.
- All SBA loan proceeds will be used only for business-related purposes as specified in the loan application and consistent with the Paycheck Protection Program Rule.
- To the extent feasible, I will purchase only American-made equipment and products.
- The Applicant is not engaged in any activity that is illegal under federal, state or local law.
- Any loan received by the Applicant under Section 7(b)(2) of the Small Business Act between January 31, 2020 and April 3, 2020 was for a purpose other than paying payroll costs and other allowable uses loans under the Paycheck Protection Program Rule.

For Applicants who are individuals: I authorize the SBA to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for programs authorized by the Small Business Act, as amended.

CERTIFICATIONS

The authorized representative of the Applicant must certify in good faith to all of the below by **initialing** next to each one:

ES The Applicant was in operation on February 15, 2020 and had employees for whom it paid salaries and payroll taxes or paid independent contractors, as reported on Form(s) 1099-MISC.

ES Current economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant.

ES The funds will be used to retain workers and maintain payroll or make mortgage interest payments, lease payments, and utility payments, as specified under the Paycheck Protection Program Rule; I understand that if the funds are knowingly used for unauthorized purposes, the federal government may hold me legally liable, such as for charges of fraud.

ES The Applicant will provide to the Lender documentation verifying the number of full-time equivalent employees on the Applicant's payroll as well as the dollar amounts of payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities for the eight-week period following this loan.

ES I understand that loan forgiveness will be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities, and not more than 25% of the forgiven amount may be for non-payroll costs.

ES During the period beginning on February 15, 2020 and ending on December 31, 2020, the Applicant has not and will not receive another loan under the Paycheck Protection Program.

ES I further certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 USC 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to $250,000; under 15 USC 645 by imprisonment of not more than two years and/or a fine of not more than $5,000; and, if submitted to a federally insured institution, under 18 USC 1014 by imprisonment of not more than thirty years and/or a fine of not more than $1,000,000.

ES I acknowledge that the lender will confirm the eligible loan amount using required documents submitted. I understand, acknowledge and agree that the Lender can share any tax information that I have provided with SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, for the purpose of compliance with SBA Loan Program Requirements and all SBA reviews.

Eric Shibley — Signature of Authorized Representative of Applicant
73.109.30.232 / 2020-04-12 19:25:50

4/12/2020 — Date

Eric Shibley — Print Name

Manager — Title

Paycheck Protection Program
Borrower Application Form

Purpose of this form:
This form is to be completed by the authorized representative of the Applicant and submitted to your SBA Participating Lender. Submission of the requested information is required to make a determination regarding eligibility for financial assistance. Failure to submit the information would affect that determination.

Instructions for completing this form:
With respect to "purpose of the loan," payroll costs consist of compensation to employees (whose principal place of residence is the United States) in the form of salary, wages, commissions, or similar compensation; cash tips or the equivalent (based on employer records of past tips or, in the absence of such records, a reasonable, good-faith employer estimate of such tips); payment for vacation, parental, family, medical, or sick leave; allowance for separation or dismissal; payment for the provision of employee benefits consisting of group health care coverage, including insurance premiums, and retirement; payment of state and local taxes assessed on compensation of employees; and for an independent contractor or sole proprietor, wage, commissions, income, or net earnings from self-employment or similar compensation.

For purposes of calculating "Average Monthly Payroll," most Applicants will use the average monthly payroll for 2019, excluding costs over $100,000 on an annualized basis for each employee. For seasonal businesses, the Applicant may elect to instead use average monthly payroll for the time period between February 15, 2019 and June 30, 2019, excluding costs over $100,000 on an annualized basis for each employee. For new businesses, average monthly payroll may be calculated using the time period from January 1, 2020 to February 29, 2020, excluding costs over $100,000 on an annualized basis for each employee.

If Applicant is refinancing an Economic Injury Disaster Loan (EIDL): Add the outstanding amount of an EIDL made between January 31, 2020 and April 3, 2020, less the amount of any "advance" under an EIDL COVID-19 loan, to Loan Request as indicated on the form.

All parties listed below are considered owners of the Applicant as defined in 13 CFR § 120.10, as well as "principals":

- For a sole proprietorship, the sole proprietor;
- For a partnership, all general partners, and all limited partners owning 20% or more of the equity of the firm;
- For a corporation, all owners of 20% or more of the corporation;
- For limited liability companies, all members owning 20% or more of the company; and
- Any Trustor (if the Applicant is owned by a trust).

Paperwork Reduction Act – You are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. The estimated time for completing this application, including gathering data needed, is 8 minutes. Comments about this time or the information requested should be sent to: Small Business Administration, Director, Records Management Division, 409 3rd St., SW, Washington DC 20416., and/or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Washington DC 20503.

Privacy Act (5 U.S.C. 552a) – Under the provisions of the Privacy Act, you are not required to provide your social security number. Failure to provide your social security number may not affect any right, benefit or privilege to which you are entitled. (But see Debt Collection Notice regarding taxpayer identification number below.) Disclosures of name and other personal identifiers are required to provide SBA with sufficient information to make a character determination. When evaluating character, SBA considers the person's integrity, candor, and disposition toward criminal actions. Additionally, SBA is specifically authorized to verify your criminal history, or lack thereof, pursuant to section 7(a)(1)(B), 15 USC Section 636(a)(1)(B) of the Small Business Act (the Act).

Disclosure of Information – Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act. The Privacy Act authorizes SBA to make certain "routine uses" of information protected by that Act. One such routine use is the disclosure of information maintained in SBA's system of records when this information indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature. Specifically, SBA may refer the information to the appropriate agency, whether Federal, State, local or foreign, charged with responsibility for, or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. Another routine use is disclosure to other Federal agencies conducting background checks but only to the extent the information is relevant to the requesting agencies' function. See, 74 F.R. 14890 (2009), and as amended from time to time for additional background and other routine uses. In addition, the CARES Act, requires SBA to register every loan made under the Paycheck Protection Act using the Taxpayer Identification Number (TIN) assigned to the borrower.

Debt Collection Act of 1982, Deficit Reduction Act of 1984 (31 U.S.C. 3701 et seq. and other titles) – SBA must obtain your taxpayer identification number when you apply for a loan. If you receive a loan, and do not make payments as they come due, SBA may: (1) report the status of your loan(s) to credit bureaus, (2) hire a collection agency to collect your loan, (3) offset your income tax refund or other amounts due to you from the Federal Government, (4) suspend or debar you or your company from doing business with the Federal Government, (5) refer your loan to the Department of Justice, or (6) foreclose on collateral or take other action permitted in the loan instruments.

Right to Financial Privacy Act of 1978 (12 U.S.C. 3401) – The Right to Financial Privacy Act of 1978, grants SBA access rights to financial records held by financial institutions that are or have been doing business with you or your business including any financial institutions participating in a loan or loan guaranty. SBA is only required provide a certificate of its compliance with the Act to a financial institution in connection with its first request for access to your financial records. SBA's access rights continue for the term of any approved loan guaranty agreement. SBA is also authorized to transfer to another Government authority any financial records concerning an approved loan or loan guarantee, as necessary to process, service or foreclose on a loan guaranty or collect on a defaulted loan guaranty.

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Freedom of Information Act (5 U.S.C. 552) – Subject to certain exceptions, SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that will be automatically released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the names of the borrowers (and their officers, directors, stockholders or partners), the collateral pledged to secure the loan, the amount of the loan, its purpose in general terms and the maturity. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.

Occupational Safety and Health Act (15 U.S.C. 651 et seq.) – The Occupational Safety and Health Administration (OSHA) can require businesses to modify facilities and procedures to protect employees. Businesses that do not comply may be fined, forced to cease operations, or prevented from starting operations. Signing this form is certification that the applicant, to the best of its knowledge, is in compliance with the applicable OSHA requirements, and will remain in compliance during the life of the loan.

Civil Rights (13 C.F.R. 112, 113, 117) – All businesses receiving SBA financial assistance must agree not to discriminate in any business practice, including employment practices and services to the public on the basis of categories cited in 13 C.F.R., Parts 112, 113, and 117 of SBA Regulations. All borrowers must display the "Equal Employment Opportunity Poster" prescribed by SBA.

Equal Credit Opportunity Act (15 U.S.C. 1691) – Creditors are prohibited from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

Debarment and Suspension Executive Order 12549; (2 CFR Part 180 and Part 2700) – By submitting this loan application, you certify that neither the Applicant or any owner of the Applicant have within the past three years been: (a) debarred, suspended, declared ineligible or voluntarily excluded from participation in a transaction by any Federal Agency; (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted, or had a civil judgment rendered against you for any of the offenses listed in the regulations or (d) delinquent on any amounts owed to the U.S. Government or its instrumentalities as of the date of execution of this certification.

Paycheck Protection Program
Borrower Application Form

OMB Control No : 3245-0407
Expiration Date: 09/30/2020

Check One:	DBA or Tradename if Applicable
☐ Sole proprietor ☐ Partnership ☐ C-Corp ☐ S-Corp ☒ LLC ☐ Independent contractor ☐ Eligible self-employed individual ☐ 501(c)(3) nonprofit ☐ 501(c)(19) veterans organization ☐ Tribal business (sec. 31(b)(2)(C) of Small Business Act) ☐ Other	

Business Legal Name		
The A Team Holdings LLC		
Business Address	**Business TIN (EIN, SSN)**	**Business Phone**
4700 36th Ave SW	[redacted]7088	2069384291
	Primary Contact	**Email Address**
	Eric SHibley	shibleymedical@outlook.com

Average Monthly Payroll:	$ 384000	x 2.5 + EIDL, Net of Advance (if Applicable) Equals Loan Request:	$ 960000	Number of Employees:	48

Purpose of the loan (select more than one): ☒ Payroll ☒ Lease / Mortgage Interest ☒ Utilities ☒ Other (explain): employee benefits

Applicant Ownership

List all owners of 20% or more of the equity of the Applicant. Attach a separate sheet if necessary.

Owner Name	Title	Ownership %	TIN (EIN, SSN)	Address
Eric R Shibley	Manager	100	[redacted]-52(	4700 36th Ave SW Seattle W

If questions (1) or (2) below are answered "Yes," the loan will not be approved.

Question	Yes	No
1. Is the Applicant or any owner of the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy?	☐	☒
2. Has the Applicant, any owner of the Applicant, or any business owned or controlled by any of them, ever obtained a direct or guaranteed loan from SBA or any other Federal agency that is currently delinquent or has defaulted in the last 7 years and caused a loss to the government?	☐	☒
3. Is the Applicant or any owner of the Applicant an owner of any other business, or have common management with, any other business? If yes, list all such businesses and describe the relationship on a separate sheet identified as addendum A.	☒	☐
4. Has the Applicant received an SBA Economic Injury Disaster Loan between January 31, 2020 and April 3, 2020? If yes, provide details on a separate sheet identified as addendum B.	☐	☒

If questions (5) or (6) are answered "Yes," the loan will not be approved.

Question	Yes	No
5. Is the Applicant (if an individual) or any individual owning 20% or more of the equity of the Applicant subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction, or presently incarcerated, or on probation or parole? Initial here to confirm your response to question 5 → ers	☐	☒
6. Within the last 5 years, for any felony, has the Applicant (if an individual) or any owner of the Applicant 1) been convicted; 2) pleaded guilty; 3) pleaded nolo contendere; 4) been placed on pretrial diversion; or 5) been placed on any form of parole or probation (including probation before judgment)? Initial here to confirm your response to question 6 → ers	☐	☐
7. Is the United States the principal place of residence for all employees of the Applicant included in the Applicant's payroll calculation above?	☒	☐
8. Is the Applicant a franchise that is listed in the SBA's Franchise Directory?	☐	☒

Paycheck Protection Program
Borrower Application Form

By Signing Below, You Make the Following Representations, Authorizations, and Certifications

CERTIFICATIONS AND AUTHORIZATIONS

I certify that:

- I have read the statements included in this form, including the Statements Required by Law and Executive Orders, and I understand them.
- The Applicant is eligible to receive a loan under the rules in effect at the time this application is submitted that have been issued by the Small Business Administration (SBA) implementing the Paycheck Protection Program under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (the Paycheck Protection Program Rule).
- The Applicant (1) is an independent contractor, eligible self-employed individual, or sole proprietor or (2) employs no more than the greater of 500 or employees or, if applicable, the size standard in number of employees established by the SBA in 13 C.F.R. 121.201 for the Applicant's industry.
- I will comply, whenever applicable, with the civil rights and other limitations in this form.
- All SBA loan proceeds will be used only for business-related purposes as specified in the loan application and consistent with the Paycheck Protection Program Rule.
- To the extent feasible, I will purchase only American-made equipment and products.
- The Applicant is not engaged in any activity that is illegal under federal, state or local law.
- Any loan received by the Applicant under Section 7(b)(2) of the Small Business Act between January 31, 2020 and April 3, 2020 was for a purpose other than paying payroll costs and other allowable uses loans under the Paycheck Protection Program Rule.

For Applicants who are individuals: I authorize the SBA to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for programs authorized by the Small Business Act, as amended.

CERTIFICATIONS

The authorized representative of the Applicant must certify in good faith to all of the below by **initialing** next to each one:

ers The Applicant was in operation on February 15, 2020 and had employees for whom it paid salaries and payroll taxes or paid independent contractors, as reported on Form(s) 1099-MISC.

ers Current economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant.

ers The funds will be used to retain workers and maintain payroll or make mortgage interest payments, lease payments, and utility payments, as specified under the Paycheck Protection Program Rule; I understand that if the funds are knowingly used for unauthorized purposes, the federal government may hold me legally liable, such as for charges of fraud.

ers The Applicant will provide to the Lender documentation verifying the number of full-time equivalent employees on the Applicant's payroll as well as the dollar amounts of payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities for the eight-week period following this loan.

ers I understand that loan forgiveness will be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities, and not more than 25% of the forgiven amount may be for non-payroll costs.

ers During the period beginning on February 15, 2020 and ending on December 31, 2020, the Applicant has not and will not receive another loan under the Paycheck Protection Program.

ers I further certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 USC 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to $250,000; under 15 USC 645 by imprisonment of not more than two years and/or a fine of not more than $5,000; and, if submitted to a federally insured institution, under 18 USC 1014 by imprisonment of not more than thirty years and/or a fine of not more than $1,000,000.

ers I acknowledge that the lender will confirm the eligible loan amount using required documents submitted. I understand, acknowledge and agree that the Lender can share any tax information that I have provided with SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, for the purpose of compliance with SBA Loan Program Requirements and all SBA reviews.

Eric Ryan Shibley Digitally signed by Eric Ryan Shibley Date: 2020.04.15 19 08:46 -07'00' — 04/15/2020

Signature of Authorized Representative of Applicant — Date

Eric R Shibley — 04/15/2020

Print Name — Title

Paycheck Protection Program
Borrower Application Form

Purpose of this form:

This form is to be completed by the authorized representative of the Applicant and ***submitted to your SBA Participating Lender***. Submission of the requested information is required to make a determination regarding eligibility for financial assistance. Failure to submit the information would affect thatdetermination.

Instructions for completing this form:

With respect to "purpose of the loan," payroll costs consist of compensation to employees (whose principal place of residence is the United States) in the form of salary, wages, commissions, or similar compensation; cash tips or the equivalent (based on employer records of past tips or, in the absence of such records, a reasonable, good-faith employer estimate of such tips); payment for vacation, parental, family, medical, or sick leave; allowance for separation or dismissal; payment for the provision of employee benefits consisting of group health care coverage, including insurance premiums, and retirement; payment of state and local taxes assessed on compensation of employees; and for an independent contractor or sole proprietor, wage, commissions, income, or net earnings from self-employment or similar compensation.

For purposes of calculating "Average Monthly Payroll," most Applicants will use the average monthly payroll for 2019, excluding costs over $100,000 on an annualized basis for each employee. For seasonal businesses, the Applicant may elect to instead use average monthly payroll for the time period between February 15, 2019 and June 30, 2019, excluding costs over $100,000 on an annualized basis for each employee. For new businesses, average monthly payroll may be calculated using the time period from January 1, 2020 to February 29, 2020, excluding costs over $100,000 on an annualized basis for each employee.

If Applicant is refinancing an Economic Injury Disaster Loan (EIDL): Add the outstanding amount of an EIDL made between January 31, 2020 and April 3, 2020, less the amount of any "advance" under an EIDL COVID-19 loan, to Loan Request as indicated on the form.

All parties listed below are considered owners of the Applicant as defined in 13 CFR § 120.10, as well as "principals":

- For a sole proprietorship, the sole proprietor;
- For a partnership, all general partners, and all limited partners owning 20% or more of the equity of the firm;
- For a corporation, all owners of 20% or more of the corporation;
- For limited liability companies, all members owning 20% or more of the company; and
- Any Trustor (if the Applicant is owned by a trust).

Paperwork Reduction Act – You are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. The estimated time for completing this application, including gathering data needed, is 8 minutes. Comments about this time or the information requested should be sent to : Small Business Administration, Director, Records Management Division, 409 3rd St., SW, Washington DC 20416., and/or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Washington DC 20503.

Privacy Act (5 U.S.C. 552a) – Under the provisions of the Privacy Act, you are not required to provide your social security number. Failure to provide your social security number may not affect any right, benefit or privilege to which you are entitled. (But see Debt Collection Notice regarding taxpayer identification number below.) Disclosures of name and other personal identifiers are required to provide SBA with sufficient information to make a character determination. When evaluating character, SBA considers the person's integrity, candor, and disposition toward criminal actions. Additionally, SBA is specifically authorized to verify your criminal history, or lack thereof, pursuant to section 7(a)(1)(B), 15 USC Section 636(a)(1)(B) of the Small Business Act (the Act).

Disclosure of Information – Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act. The Privacy Act authorizes SBA to make certain "routine uses" of information protected by that Act. One such routine use is the disclosure of information maintained in SBA's system of records when this information indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature. Specifically, SBA may refer the information to the appropriate agency, whether Federal, State, local or foreign, charged with responsibility for, or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. Another routine use is disclosure to other Federal agencies conducting background checks but only to the extent the information is relevant to the requesting agencies' function. See, 74 F.R. 14890 (2009), and as amended from time to time for additional background and other routine uses. In addition, the CARES Act, requires SBA to register every loan made under the Paycheck Protection Act using the Taxpayer Identification Number (TIN) assigned to the borrower.

Debt Collection Act of 1982, Deficit Reduction Act of 1984 (31 U.S.C. 3701 et seq. and other titles) – SBA must obtain your taxpayer identification number when you apply for a loan. If you receive a loan, and do not make payments as they come due, SBA may: (1) report the status of your loan(s) to credit bureaus, (2) hire a collection agency to collect your loan, (3) offset your income tax refund or other amounts due to you from the Federal Government, (4) suspend or debar you or your company from doing business with the Federal Government, (5) refer your loan to the Department of Justice, or (6) foreclose on collateral or take other action permitted in the loan instruments.

Right to Financial Privacy Act of 1978 (12 U.S.C. 3401) – The Right to Financial Privacy Act of 1978, grants SBA access rights to financial records held by financial institutions that are or have been doing business with you or your business including any financial

institutions participating in a loan or loan guaranty. SBA is only required provide a certificate of its compliance with the Act to a financial institution in connection with its first request for access to your financial records. SBA's access rights continue for the term of any approved loan guaranty agreement. SBA is also authorized to transfer to another Government authority any financial records concerning an approved loan or loan guarantee, as necessary to process, service or foreclose on a loan guaranty or collect on a defaulted loan guaranty.

Freedom of Information Act (5 U.S.C. 552) – Subject to certain exceptions, SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that will be automatically released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the names of the borrowers (and their officers, directors, stockholders or partners), the collateral pledged to secure the loan, the amount of the loan, its purpose in general terms and the maturity. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.

Occupational Safety and Health Act (15 U.S.C. 651 et seq.) – The Occupational Safety and Health Administration (OSHA) can require businesses to modify facilities and procedures to protect employees. Businesses that do not comply may be fined, forced to cease operations, or prevented from starting operations. Signing this form is certification that the applicant, to the best of its knowledge, is in compliance with the applicable OSHA requirements, and will remain in compliance during the life of the loan.

Civil Rights (13 C.F.R. 112, 113, 117) – All businesses receiving SBA financial assistance must agree not to discriminate in any business practice, including employment practices and services to the public on the basis of categories cited in 13 C.F.R., Parts 112, 113, and 117 of SBA Regulations. All borrowers must display the "Equal Employment Opportunity Poster" prescribed by SBA.

Equal Credit Opportunity Act (15 U.S.C. 1691) – Creditors are prohibited from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

Debarment and Suspension Executive Order 12549; (2 CFR Part 180 and Part 2700) – By submitting this loan application, you certify that neither the Applicant or any owner of the Applicant have within the past three years been: (a) debarred, suspended, declared ineligible or voluntarily excluded from participation in a transaction by any Federal Agency; (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted, or had a civil judgment rendered against you for any of the offenses listed in the regulations or (d) delinquent on any amounts owed to the U.S. Government or its instrumentalities as of the date of execution of this certification.

950117

Form **941 for 2019: Employer's QUARTERLY Federal Tax Return**
(Rev. January 2019) Department of the Treasury — Internal Revenue Service

OMB No. 1545-0029

Employer identification number (EIN) [redacted] 7 0 8 8

Name (not your trade name) The A Team Holdings LLC

Trade name (if any)

Address 4700 36th Ave SW
Number Street Suite or room number

Seattle | WA | 98126
City State ZIP code

Foreign country name | Foreign province/county | Foreign postal code

Report for this Quarter of 2019 (Check one.)

- ☐ 1: January, February, March
- ☐ 2: April, May, June
- ☐ 3: July, August, September
- ☒ 4: October, November, December

Go to www.irs.gov/Form941 for instructions and the latest information.

Read the separate instructions before you complete Form 941. Type or print within the boxes.

Part 1: Answer these questions for this quarter.

1	Number of employees who received wages, tips, or other compensation for the pay period including: *Mar. 12* (Quarter 1), *June 12* (Quarter 2), *Sept. 12* (Quarter 3), or *Dec. 12* (Quarter 4)	1	48
2	Wages, tips, and other compensation	2	975000 .
3	Federal income tax withheld from wages, tips, and other compensation	3	0 .
4	If no wages, tips, and other compensation are subject to social security or Medicare tax ☐ Check and go to line 6.		

		Column 1		Column 2
5a	Taxable social security wages	975000 .	× 0.124 =	120900 . 00
5b	Taxable social security tips	.	× 0.124 =	.
5c	Taxable Medicare wages & tips	975000 .	× 0.029 =	28275 . 00
5d	Taxable wages & tips subject to Additional Medicare Tax withholding	.	× 0.009 =	.

5e	Add Column 2 from lines 5a, 5b, 5c, and 5d	5e	149175 . 00
5f	Section 3121(q) Notice and Demand—Tax due on unreported tips (see instructions)	5f	.
6	Total taxes before adjustments. Add lines 3, 5e, and 5f	6	149175 . 00
7	Current quarter's adjustment for fractions of cents	7	.
8	Current quarter's adjustment for sick pay	8	.
9	Current quarter's adjustments for tips and group-term life insurance	9	.
10	Total taxes after adjustments. Combine lines 6 through 9	10	149175 . 00
11	Qualified small business payroll tax credit for increasing research activities. Attach Form 8974	11	.
12	Total taxes after adjustments and credits. Subtract line 11 from line 10	12	149175 . 00
13	Total deposits for this quarter, including overpayment applied from a prior quarter and overpayments applied from Form 941-X, 941-X (PR), 944-X, or 944-X (SP) filed in the current quarter	13	.
14	Balance due. If line 12 is more than line 13, enter the difference and see instructions	14	149175 . 00
15	Overpayment. If line 13 is more than line 12, enter the difference . Check one: ☐ Apply to next return. ☐ Send a refund.		

Next ➡

► You MUST complete both pages of Form 941 and SIGN it.

For Privacy Act and Paperwork Reduction Act Notice, see the back of the Payment Voucher. Cat. No. 17001Z Form **941** (Rev. 1-2019)

950217

Name (not your trade name) | Employer identification number (EIN)

The A Team Holdings LLC | [redacted]7088

Part 2: Tell us about your deposit schedule and tax liability for this quarter.

If you are unsure about whether you are a monthly schedule depositor or a semiweekly schedule depositor, see section 11 of Pub. 15.

16 Check one:

☐ **Line 12 on this return is less than $2,500 or line 12 on the return for the prior quarter was less than $2,500, and you didn't incur a $100,000 next-day deposit obligation during the current quarter.** If line 12 for the prior quarter was less than $2,500 but line 12 on this return is $100,000 or more, you must provide a record of your federal tax liability. If you are a monthly schedule depositor, complete the deposit schedule below; if you are a semiweekly schedule depositor, attach Schedule B (Form 941). Go to Part 3.

☒ **You were a monthly schedule depositor for the entire quarter.** Enter your tax liability for each month and total liability for the quarter, then go to Part 3.

Tax liability:	Month 1	49725 . 00
	Month 2	49725 . 00
	Month 3	49725 . 00
	Total liability for quarter	149175 . 00 **Total must equal line 12.**

☐ **You were a semiweekly schedule depositor for any part of this quarter.** Complete Schedule B (Form 941), Report of Tax Liability for Semiweekly Schedule Depositors, and attach it to Form 941.

Part 3: Tell us about your business. If a question does NOT apply to your business, leave it blank.

17 If your business has closed or you stopped paying wages . . . . . ☐ Check here, and

enter the final date you paid wages / / .

18 If you are a seasonal employer and you don't have to file a return for every quarter of the year . . ☐ Check here.

Part 4: May we speak with your third-party designee?

Do you want to allow an employee, a paid tax preparer, or another person to discuss this return with the IRS? See the instructions for details.

☐ Yes. Designee's name and phone number

Select a 5-digit Personal Identification Number (PIN) to use when talking to the IRS. ☐☐☐☐☐

☐ No.

Part 5: Sign here. You MUST complete both pages of Form 941 and SIGN it.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

X Sign your name here

Print your name here: Eric R Shibley

Print your title here: Manager

Date: 4/21/2020

Best daytime phone: 2069384291

Paid Preparer Use Only

Check if you are self-employed . . . ☐

Preparer's name		PTIN	
Preparer's signature		Date	/ /
Firm's name (or yours if self-employed)		EIN	
Address		Phone	
City	State	ZIP code	

950117

Form 941 for 2020: Employer's QUARTERLY Federal Tax Return
(Rev. January 2020) Department of the Treasury — Internal Revenue Service

OMB No. 1545-0029

Employer identification number (EIN): [redacted] 7 0 8 8

Name (not your trade name): The A Team Holdings LLC

Trade name (if any):

Address: 4700 36th Ave SW (Number, Street) (Suite or room number)

Seattle (City) WA (State) 98126 (ZIP code)

(Foreign country name) (Foreign province/county) (Foreign postal code)

Report for this Quarter of 2020 (Check one.)
- [X] 1: January, February, March
- [ ] 2: April, May, June
- [ ] 3: July, August, September
- [ ] 4: October, November, December

Go to www.irs.gov/Form941 for instructions and the latest information.

Read the separate instructions before you complete Form 941. Type or print within the boxes.

Part 1: Answer these questions for this quarter.

1	Number of employees who received wages, tips, or other compensation for the pay period including: *Mar. 12* (Quarter 1), *June 12* (Quarter 2), *Sept. 12* (Quarter 3), or *Dec. 12* (Quarter 4)	1	48
2	Wages, tips, and other compensation	2	768,000.00
3	Federal income tax withheld from wages, tips, and other compensation	3	0.00
4	If no wages, tips, and other compensation are subject to social security or Medicare tax		[ ] Check and go to line 6.

		Column 1		Column 2
5a	Taxable social security wages	768000.00	× 0.124 =	95232.00
5b	Taxable social security tips	.	× 0.124 =	.
5c	Taxable Medicare wages & tips	768000.00	× 0.029 =	22,272.00
5d	Taxable wages & tips subject to Additional Medicare Tax withholding	.	× 0.009 =	.

5e	Add Column 2 from lines 5a, 5b, 5c, and 5d	5e	117,504.00
5f	Section 3121(q) Notice and Demand—Tax due on unreported tips (see instructions)	5f	.
6	Total taxes before adjustments. Add lines 3, 5e, and 5f	6	117,504.00
7	Current quarter's adjustment for fractions of cents	7	.
8	Current quarter's adjustment for sick pay	8	.
9	Current quarter's adjustments for tips and group-term life insurance	9	.
10	Total taxes after adjustments. Combine lines 6 through 9	10	117,504.00
11	Qualified small business payroll tax credit for increasing research activities. Attach Form 8974	11	.
12	Total taxes after adjustments and credits. Subtract line 11 from line 10	12	.
13	Total deposits for this quarter, including overpayment applied from a prior quarter and overpayments applied from Form 941-X, 941-X (PR), 944-X, or 944-X (SP) filed in the current quarter	13	.
14	Balance due. If line 12 is more than line 13, enter the difference and see instructions	14	117504.00
15	Overpayment. If line 13 is more than line 12, enter the difference . Check one: [ ] Apply to next return. [ ] Send a refund.		

Next ➡

► You MUST complete both pages of Form 941 and SIGN it.

For Privacy Act and Paperwork Reduction Act Notice, see the back of the Payment Voucher. Cat. No. 17001Z Form 941 (Rev. 1-2020)

950217

Name (not your trade name) | Employer identification number (EIN) [redacted]7088

Part 2: Tell us about your deposit schedule and tax liability for this quarter.

If you are unsure about whether you are a monthly schedule depositor or a semiweekly schedule depositor, see section 11 of Pub. 15.

16 Check one:

☐ **Line 12 on this return is less than $2,500 or line 12 on the return for the prior quarter was less than $2,500, and you didn't incur a $100,000 next-day deposit obligation during the current quarter.** If line 12 for the prior quarter was less than $2,500 but line 12 on this return is $100,000 or more, you must provide a record of your federal tax liability. If you are a monthly schedule depositor, complete the deposit schedule below; if you are a semiweekly schedule depositor, attach Schedule B (Form 941). Go to Part 3.

☐ **You were a monthly schedule depositor for the entire quarter.** Enter your tax liability for each month and total liability for the quarter, then go to Part 3.

Tax liability:	Month 1	.
	Month 2	.
	Month 3	.
Total liability for quarter	117504. 00	Total must equal line 12.

☐ **You were a semiweekly schedule depositor for any part of this quarter.** Complete Schedule B (Form 941), Report of Tax Liability for Semiweekly Schedule Depositors, and attach it to Form 941.

Part 3: Tell us about your business. If a question does NOT apply to your business, leave it blank.

17 If your business has closed or you stopped paying wages . . . . . ☐ Check here, and enter the final date you paid wages / /.

18 If you are a seasonal employer and you don't have to file a return for every quarter of the year . . ☒ Check here.

Part 4: May we speak with your third-party designee?

Do you want to allow an employee, a paid tax preparer, or another person to discuss this return with the IRS? See the instructions for details.

☐ Yes. Designee's name and phone number

Select a 5-digit Personal Identification Number (PIN) to use when talking to the IRS. ☐☐☐☐☐

☒ No.

Part 5: Sign here. You MUST complete both pages of Form 941 and SIGN it.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

X Sign your name here

Print your name here: Eric R Shibley

Print your title here: Manager

Date: 4/6/2020

Best daytime phone: 206-938-6291

Paid Preparer Use Only

Check if you are self-employed . . . ☐

Preparer's name		PTIN	
Preparer's signature		Date	/ /
Firm's name (or yours if self-employed)		EIN	
Address		Phone	
City	State	ZIP code	

950117

Form **941 for 2020: Employer's QUARTERLY Federal Tax Return**
(Rev. January 2020) Department of the Treasury — Internal Revenue Service

OMB No. 1545-0029

Employer identification number (EIN) [redacted] 7 0 8 8

Name (not your trade name) The A Team Holdings LLC

Trade name (if any)

Address 4700 36th Ave SW
Number Street Suite or room number

Seattle WA 98126
City State ZIP code

Foreign country name Foreign province/county Foreign postal code

Report for this Quarter of 2020 (Check one.)

- [X] 1: January, February, March
- [ ] 2: April, May, June
- [ ] 3: July, August, September
- [ ] 4: October, November, December

Go to www.irs.gov/Form941 for instructions and the latest information.

Read the separate instructions before you complete Form 941. Type or print within the boxes.

Part 1: Answer these questions for this quarter.

1	Number of employees who received wages, tips, or other compensation for the pay period including: *Mar. 12* (Quarter 1), *June 12* (Quarter 2), *Sept. 12* (Quarter 3), or *Dec. 12* (Quarter 4)			1	48
2	Wages, tips, and other compensation			2	768,000.00
3	Federal income tax withheld from wages, tips, and other compensation			3	0.00
4	If no wages, tips, and other compensation are subject to social security or Medicare tax				[ ] Check and go to line 6.
		Column 1		Column 2	
5a	Taxable social security wages	768000.00	× 0.124 =	95232.00	
5b	Taxable social security tips	.	× 0.124 =	.	
5c	Taxable Medicare wages & tips	768000.00	× 0.029 =	22,272.00	
5d	Taxable wages & tips subject to Additional Medicare Tax withholding	.	× 0.009 =	.	
5e	Add Column 2 from lines 5a, 5b, 5c, and 5d			5e	117,504.00
5f	Section 3121(q) Notice and Demand—Tax due on unreported tips (see instructions)			5f	.
6	Total taxes before adjustments. Add lines 3, 5e, and 5f			6	117,504.00
7	Current quarter's adjustment for fractions of cents			7	.
8	Current quarter's adjustment for sick pay			8	.
9	Current quarter's adjustments for tips and group-term life insurance			9	.
10	Total taxes after adjustments. Combine lines 6 through 9			10	117,504.00
11	Qualified small business payroll tax credit for increasing research activities. Attach Form 8974			11	.
12	Total taxes after adjustments and credits. Subtract line 11 from line 10			12	.
13	Total deposits for this quarter, including overpayment applied from a prior quarter and overpayments applied from Form 941-X, 941-X (PR), 944-X, or 944-X (SP) filed in the current quarter			13	.
14	Balance due. If line 12 is more than line 13, enter the difference and see instructions			14	117504.00
15	Overpayment. If line 13 is more than line 12, enter the difference	.	Check one:	[ ] Apply to next return.	[ ] Send a refund.

▶ You MUST complete both pages of Form 941 and SIGN it.

Next ▶

For Privacy Act and Paperwork Reduction Act Notice, see the back of the Payment Voucher. Cat. No. 17001Z Form **941** (Rev. 1-2020)

950217

Name (not your trade name) | Employer identification number (EIN)

The A Team Holdings LLC | [redacted]7088

Part 2: Tell us about your deposit schedule and tax liability for this quarter.

If you are unsure about whether you are a monthly schedule depositor or a semiweekly schedule depositor, see section 11 of Pub. 15.

16 Check one:

☐ **Line 12 on this return is less than $2,500 or line 12 on the return for the prior quarter was less than $2,500, and you didn't incur a $100,000 next-day deposit obligation during the current quarter.** If line 12 for the prior quarter was less than $2,500 but line 12 on this return is $100,000 or more, you must provide a record of your federal tax liability. If you are a monthly schedule depositor, complete the deposit schedule below; if you are a semiweekly schedule depositor, attach Schedule B (Form 941). Go to Part 3.

☒ **You were a monthly schedule depositor for the entire quarter.** Enter your tax liability for each month and total liability for the quarter, then go to Part 3.

Tax liability:	Month 1	58752. 00
	Month 2	58752. 00
	Month 3	0. 00
	Total liability for quarter	117504. 00 Total must equal line 12.

☐ **You were a semiweekly schedule depositor for any part of this quarter.** Complete Schedule B (Form 941), Report of Tax Liability for Semiweekly Schedule Depositors, and attach it to Form 941.

Part 3: Tell us about your business. If a question does NOT apply to your business, leave it blank.

17 If your business has closed or you stopped paying wages . . . . . ☐ Check here, and

enter the final date you paid wages / /.

18 If you are a seasonal employer and you don't have to file a return for every quarter of the year . . ☒ Check here.

Part 4: May we speak with your third-party designee?

Do you want to allow an employee, a paid tax preparer, or another person to discuss this return with the IRS? See the instructions for details.

☐ Yes. Designee's name and phone number

Select a 5-digit Personal Identification Number (PIN) to use when talking to the IRS. ☐☐☐☐☐

☒ No.

Part 5: Sign here. You MUST complete both pages of Form 941 and SIGN it.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

X Sign your name here

Print your name here: Eric R Shibley

Print your title here: Manager

Date: 4/23/2020

Best daytime phone: 2069384291

Paid Preparer Use Only

Check if you are self-employed . . . ☐

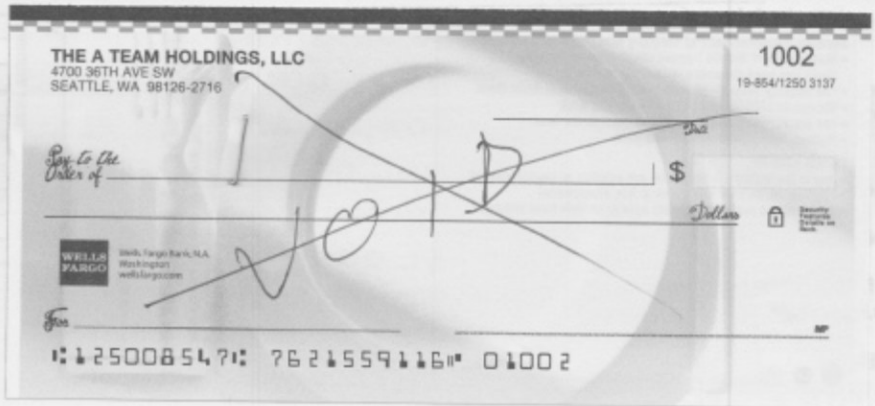
Preparer's name: Bal Singh — PTIN:

Preparer's signature: — Date: / /

Firm's name (or yours if self-employed): Freedom Tax — EIN:

Address: — Phone:

City: — State: — ZIP code:


THE A TEAM HOLDINGS, LLC
4700 36TH AVE SW
SEATTLE, WA 98126-2716
1002
19-854/1250 3137
Pay to the Order of
$
Dollars
WELLS FARGO
Wells Fargo Bank, N.A.
Washington
wellsfargo.com
For
⑆125008547⑆ 7621559116⑈ 01002

UNITED STATES OF AMERICA

The State of Washington

Secretary of State

I, KIM WYMAN, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF FORMATION

to

THE A TEAM HOLDINGS LLC

A WA LIMITED LIABILITY COMPANY, effective on the date indicated below.

Effective Date: 12/10/2018
UBI Number: 604 330 288

Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Kim Wyman

Kim Wyman, Secretary of State

Date Issued: 12/10/2018

Office of the Secretary of State
Corporations & Charities Division
(360) 725 - 0377 | www.sos.wa.gov/corps
801 Capitol Way S, Olympia, WA 98504-0234

This Box For Office Use Only

FILED
Secretary of State
State of Washington
Date Filed: 12/10/2018
Effective Date: 12/10/2018
UBI No: 604 330 288

□ Filing Fee $180

■ Filing Fee with Expedited Service $230

Certificate of Formation
Limited Liability Company
RCW 25.15

Do you already have a UBI Number? (Check one) □ Yes ■ No If Yes, provide UBI # _____

If No, a new UBI# will be issued to you upon successful completion of the filing.

If you have previously filed with another state agency (for example, the Department of Revenue, the Department of Labor and Industries, or the Employment Security Department), you may already have a 9 digit UBI Number that you can enter above. Please do not enter the UBI Number of a Sole Proprietorship or General Partnership. If you do not have a UBI Number, please select "no" above and continue with the filing.

ENTITY NAME :

Does the entity have a name reserved? (Check one) □ Yes ■ No

If Yes, provide the Name Reservation Number and Name If No, provide only the name

Reservation Number: _____

Name: The A Team Holdings LLC

For name requirements review the following RCW(s): Limited Liability Company - RCW 23.95.305 (5)

PERIOD OF DURATION : Please check ONE of the following

■ This Company shall have a perpetual duration (default) □ This Company shall have a duration of _____ years.

□ This Company shall expire on _____

EFFECTIVE DATE: Please check ONE of the following:

■ Date of filing □ Specify a Date _____ cannot be more than 90 days following received date

Work Order #: 2018120700583230 - 1
Received Date: 12/07/2018
Amount Received: $230.00

REGISTERED AGENT:

Is the Registered Agent a Commercial Registered Agent? ☐ Yes ■ No

If Yes, provide the name of the Commercial Registered Agent: _____

A Commercial Registered Agent is an entity or individual that is registered with the Office of the Secretary of State to receive legal documents on behalf of a corporation. A Commercial Registered Agent has the entities/individual's address on record with the office.

A Registered Agent consent is still required for a Commercial Registered Agent located below.

If No, please continue below

Please complete ONE type of Registered Agent below, be sure to include the name below the checked box. Then continue to provide the required street address. Mailing address if needed.

☐ **Individual**	■ **Entity**	☐ **Office or Position**
	United States Corporation Agents, Inc.	
First and last name of a Non-commercial Registered Agent. (Any person not registered as a Commercial Registered Agent.)	Name of a Non-commercial Registered Agent. (Any business not registered as a Commercial Registered Agent.)	List the Office or Position serves as agent. (Only if using the specific office or position as the registered agent, no matter who holds the position like: Secretary, Member or Treasurer.)

Phone: 866-698-0052 Email: rumanagement@legalzoom.com

Registered Agent Street Address (required)
(Must be a physical address No PO Box or PMB)

Country: United States **State:** Washington

Address : 14205 SE 36th Street, Suite 100

Zip: 98006 **City:** Bellevue

Registered Agent Mailing Address (optional)
☐ Check if mailing address is the same as street address

Country: United States **State:** Washington

Address : 14205 SE 36th Street, Suite 100 - 288

Zip 98006 **City:** Bellevue

CONSENT TO SERVE AS REGISTERED AGENT - REQUIRED FOR ALL TYPES

I hereby consent to serve as Registered Agent in the State of Washington for the named entity. I understand it will be my responsibility to accept service of process, notices, and demands on behalf of the entity; to forward mail to the entity; and to immediately notify the Office of the Secretary of State if I resign or change the Registered Office Address.

Signature of Registered Agent	Cheyenne Moseley, Assistant Secretary	12/05/2018
	Printed Name/Title	Date

Work Order #: 2018120700583230 - 1
Received Date: 12/07/2018
Amount Received: $230.00

Principal Office Street Address (Must be a physical address; No PO Box or PMB)	Mailing Address (optional) ☐ Check if mailing address is the same as street address.
Address: 4700 36th Ave SW	Address:
Zip: 98126 City: Seattle	Zip: City:
State: WA Country: USA	State: Country:

Phone: (optional) Email: (optional)

RETURN ADDRESS FOR THIS FILING: *(Optional)*

This address will be sent document(s) regarding this specific filing in addition to document (s) being sent to the Registered Agent's street/mailing address.

Attention to: Cheyenne Moseley, Legalzoom.com, Inc.

Email: onlinefilings@legalzoom.com

Address: 101 N Brand Blvd., 11th Floor

City Glendale State CA Zip 91203

EXECUTOR INFORMATION:

Name, address, and signature required. Attach additional sheets if necessary.

This record is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.

Address: 101 N. Brand Blvd., 11th Floor

City Glendale State CA Zip 91203

Signature of Executor	Cheyenne Moseley Assistant Secretary, LegalZoom.com, Inc.	12/05/2018
	Printed Name/Title	Date

Work Order #: 2018120700583230 - 1
Received Date: 12/07/2018
Amount Received: $230.00

Attachment to Articles of Organization

For

The A Team Holdings LLC

The personal liability of the members of the Limited Liability Company for monetary damages for breach of fiduciary duty shall be eliminated to the fullest extent permissible under Washington law. The Limited Liability Company is authorized to indemnify its members and managers to the fullest extent permissible under Washington law.

Work Order #: 2018120700583230 - 1
Received Date: 12/07/2018
Amount Received: $230.00

Attachment to Articles of Organization

For

The A Team Holdings LLC

The personal liability of the members of the Limited Liability Company for monetary damages for breach of fiduciary duty shall be eliminated to the fullest extent permissible under Washington law. The Limited Liability Company is authorized to indemnify its members and managers to the fullest extent permissible under Washington law.

Work Order #: 2018120700583230 - 1
Received Date: 12/07/2018
Amount Received: $230.00

SOS
Office of the Secretary of State
Corporations & Charities Division

James M. Dolliver Building
801 Capitol Way South • PO Box 40234
Olympia, WA 98504-0234
Tel: 360.725.0377
www.sos.wa.gov/corps

Congratulations:

You have completed the initial filing to create a new business entity. **The next step in opening your new business is to complete a Business License Application.** You may have completed this step already. The Business License Application can be completed online or downloaded at: http://www.bls.dor.wa.gov/.

If you have any questions about the Business License Application, or would like a Business License Application package mailed to you, please call the Department of Revenue at 1-800-451-7985.

If you have questions about annual reports or registered agent requirements, please contact the Corporations Division at 360-725-0377 or visit our website at: http://www.sos.wa.gov/corps.

IMPORTANT

To keep your filing status active and avoid administrative dissolution, you must:

1. **File an Initial Report** within 120 days of the date your corporation or limited liability company (LLC) was filed. The date of filing is stated on your certificate. Please go online to file your initial report at www.sos.wa.gov/ccfs.

2. **File an Annual Report** each year before the anniversary of the filing date for the entity. The registered agent will be sent notice of the Annual Report requirement. It is the corporation or LLC's responsibility to file the report on time even if no notice is received.

3. **Maintain a Registered Agent** and registered office in this state. You must file a statement of change or designation of registered agent if there are any changes in your registered agent, agent's address, or registered office address. Failure to file changes with the Corporations Division will result in misrouted mail, and possibly lead to administrative dissolution.

UNITED STATES CORPORATION AGENTS, INC
14205 SE 36TH ST STE 100-288
BELLEVUE WA 98006-1596

If you have questions please contact our office at: corps@sos.wa.gov, 360-725-0377, or visit our website www.sos.wa.gov/corps.

530502156 - 02 EIN OBTAINED

Form **SS-4** (Rev. December 2017)
Department of the Treasury Internal Revenue Service

Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)
▶ Go to *www.irs.gov/FormSS4* for instructions and the latest information.
▶ See separate instructions for each line. ▶ Keep a copy for your records.

OMB No. 1545-0003

EIN [redacted]7088

Type or print clearly.

1 Legal name of entity (or individual) for whom the EIN is being requested
The A Team Holdings LLC

2 Trade name of business (if different from name on line 1)

3 Executor, administrator, trustee, "care of" name

4a Mailing address (room, apt., suite no. and street, or P.O. box)
4700 36th Ave SW

5a Street address (if different) (Do not enter a P.O. box.)

4b City, state, and ZIP code (if foreign, see instructions)
Seattle, WA 98126

5b City, state, and ZIP code (if foreign, see instructions)

6 County and state where principal business is located
King, WA

7a Name of responsible party
Eric Shibley

7b SSN, ITIN, or EIN
[redacted]5264

8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? ☑ Yes ☐ No

8b If 8a is "Yes," enter the number of LLC members ▶ 1

8c If 8a is "Yes," was the LLC organized in the United States? ☑ Yes ☐ No

9a **Type of entity** (check only one box). **Caution.** If 8a is "Yes," see the instructions for the correct box to check.

- ☐ Sole proprietor (SSN) _____
- ☐ Partnership
- ☐ Corporation (enter form number to be filed) ▶ _____
- ☐ Personal service corporation
- ☐ Church or church-controlled organization
- ☐ Other nonprofit organization (specify) ▶ _____
- ☑ Other (specify) ▶ **Disregarded Entity - Single Member LLC**
- ☐ Estate (SSN of decedent) _____
- ☐ Plan administrator (TIN) _____
- ☐ Trust (TIN of grantor) _____
- ☐ Military/National Guard ☐ State/local government
- ☐ Farmers' cooperative ☐ Federal government
- ☐ REMIC ☐ Indian tribal governments/enterprises

Group Exemption Number (GEN) if any ▶

9b If a corporation, name the state or foreign country (if applicable) where incorporated — State — Foreign country

10 **Reason for applying** (check only one box)

- ☑ Started new business (specify type) ▶ **Real Estate**
- ☐ Hired employees (Check the box and see line 13.)
- ☐ Compliance with IRS withholding regulations
- ☐ Other (specify) ▶
- ☐ Banking purpose (specify purpose) ▶
- ☐ Changed type of organization (specify new type) ▶
- ☐ Purchased going business
- ☐ Created a trust (specify type) ▶
- ☐ Created a pension plan (specify type) ▶

11 Date business started or acquired (month, day, year). See instructions.
12/10/2018

12 Closing month of accounting year **December**

13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14.

Agricultural	Household	Other
0	0	0

14 If you expect your employment tax liability to be $1,000 or less in a full calendar year **and** want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability generally will be $1,000 or less if you expect to pay $4,000 or less in total wages.) If you do not check this box, you must file Form 941 for every quarter. ☐

15 First date wages or annuities were paid (month, day, year). **Note:** If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) ▶ **N/A**

16 Check one box that best describes the principal activity of your business.

- ☐ Construction ☐ Rental & leasing ☐ Transportation & warehousing ☐ Health care & social assistance ☐ Wholesale-agent/broker
- ☑ Real estate ☐ Manufacturing ☐ Finance & insurance ☐ Accommodation & food service ☐ Wholesale-other ☐ Retail
- ☐ Other (specify) ▶

17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided.
Property development

18 Has the applicant entity shown on line 1 ever applied for and received an EIN? ☐ Yes ☑ No
If "Yes," write previous EIN here ▶

Third Party Designee

Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.

Designee's name: **Cheyenne Moseley**
Designee's telephone number (include area code): (800) 773-0888 x5208
Address and ZIP code: **101 N. Brand Ave., 10th Floor, Glendale, CA 91203**
Designee's fax number (include area code): (323) 962-0227

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.
Applicant's telephone number (include area code): (206) 771-7868
Name and title (type or print clearly) ▶ **Eric Shibley, Member**
Applicant's fax number (include area code):
Signature ▶ Date ▶

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions. Cat. No. 16055N Form **SS-4** (Rev. 12-2017)

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 02-07-2019

Employer Identification Number:
[redacted]7088

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

A TEAM HOLDINGS LLC
ERIC SHIBLEY SOLE MBR
4700 36TH AVE SW
SEATTLE, WA 98126

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [redacted]7088. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 720 02/07/2019

After our review of your information,, we have determined that you have not filed tax returns for the above-mentioned tax period(s) dating as far back as 2019. Please file your return(s) by 02/22/2019. If there is a balance due on the return(s), penalties and interest will continue to accumulate from the due date of the return(s) until it is filed and paid. If you were not in business or did not hire any employees for the tax period(s) in question, please file the return(s) showing you have no liabilities.

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

(IRS USE ONLY) 575A 02-07-2019 ATEA B 9999999999 SS-4

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is ATEA. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

(IRS USE ONLY) 575A 02-07-2019 ATEA B 9999999999 SS-4

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number Best Time to Call

( ) -

DATE OF THIS NOTICE: 02-07-2019
EMPLOYER IDENTIFICATION NUMBER: [redacted]7088
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

A TEAM HOLDINGS LLC
ERIC SHIBLEY SOLE MBR
4700 36TH AVE SW
SEATTLE, WA 98126

WA
USA WASHINGTON

DRIVER LICENSE
FEDERAL LIMITS APPLY



4d LIC# [redacted]
9 CLASS
1 SHIBLEY
2 ERIC RYAN

3 DOB [redacted]/1978
4a ISS 12/06/2019
8 4700 36TH AVE SW
SEATTLE WA 98126-2716



15 SEX M
16 HGT 6'-00"
12 RESTRICTIONS
B

18 EYES BRO
17 WGT 190 lb
9a END NONE
4b EXP 12/10/2025

5 DD WDL67B54F1SBR1206193H1225

REV 11/12/2019

20 R1206193H1225

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Account #:

U.S. Small Business Administration

NOTE

Paycheck Protection Program

SBA Loan #	6351617108
SBA Loan Name	The A Team Holdings LLC
Date	4/23/2020
Loan Amount	$ 960000.00
Interest Rate	**1.0 Percent Per Year**
Borrower	The A Team Holdings LLC
Lender	**ReadyCap Lending, LLC**

1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of $960000.00 **.00**, interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

"Loan" means the loan evidenced by this Note.
"PPP" means the Paycheck Protection Program authorized under the SBA 7(a) Loan Program and the CARES Act.
"SBA" means the Small Business Administration, an Agency of the United States of America.

3. PAYMENT TERMS:

Borrower must make all payments at the place Lender or SBA designates. The payment terms for this Note are:

NOTE TERMS:

Maturity: This Note will mature 2 years from date of Note.

Repayment Terms:

The interest rate is 1.0% per year. The interest rate may only be changed in accordance with SOP 50 10, the CARES Act, or guidance established by the SBA or U.S. Treasury.

Payments of the Loan shall be deferred for the first six (6) months following disbursement of the Loan. Borrower must pay principal and interest payments of $ 54027.03 every month, beginning seven (7) months following the date of disbursement of the Loan; payments must be made on the first (1st) calendar day in the months they are due. Interest shall continue to accrue during the six (6) month deferment.

Lender will apply each installment payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current and will apply any remaining balance to reduce principal.

This Loan is made under the provisions of the PPP, 7(a) Loan Program and the CARES Act. The principal under this Note may be reduced or forgiven in accordance with the loan forgiveness provisions of the CARES Act and regulations or requirements established by SBA and the U.S. Treasury. The principal of this Note is not be deemed forgiven or reduced until documented in a writing, signed by Lender or the SBA. Interest under this loan will not be forgiven but payments for interest may be made by SBA.

Loan Prepayment:

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No prepayment fee will be due under the terms of this Note.

All remaining principal and accrued interest is due and payable 2 years from date of Note.

4. DEFAULT:

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower:

A. Fails to do anything required by this Note;
B. Defaults on any other loan with Lender;
C. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
D. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
E. Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
F. Fails to pay any taxes when due;
G. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
H. Has a receiver or liquidator appointed for any part of their business or property;
I. Makes an assignment for the benefit of creditors;
J. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
K. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
L. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

5. LENDER'S RIGHTS IF THERE IS A DEFAULT:

Without notice or demand and without giving up any of its rights, Lender may:

A. Require immediate payment of all amounts owing under this Note;
B. Collect all amounts owing from Borrower;
C. File suit and obtain judgment;

6. LENDER'S GENERAL POWERS:

Without notice and without Borrower's consent, Lender may:

A. Incur expenses to collect amounts due under this Note, enforce the terms of this Note or any other Loan Document. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance;
B. Release anyone obligated to pay this Note;

7. WHEN FEDERAL LAW APPLIES:

When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

8. SUCCESSORS AND ASSIGNS:

Under this Note, Borrower includes the successors of Borrower, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

A. All individuals and entities signing this Note are jointly and severally liable.
B. Borrower waives all suretyship defenses.
C. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.
D. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.

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E. If any part of this Note is unenforceable, all other parts remain in effect.

F. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee.

10. DISCLOSURES

A. This Loan is made under the terms and conditions of the PPP and SBA 7(a) Loan Program and shall be subject to current and future regulations, guidance, statutory provisions or rules governing the PPP or SBA 7(a) Loan Programs.

B. Forgiveness of principal under this Loan may only granted in accordance with the PPP and the CARES Act, Lender has made no promise, guarantee, or representation to Borrower regarding forgiveness of the principal or accrued interest under this Loan and Borrower may not rely on any statement or representation from Lender with respect to loan forgiveness. Borrower understands that forgiveness is only available for principal that is used of the limited purposes that qualify for forgiveness under SBA requirements.

C. The Paycheck Protection Program Borrower Application Form (SBA Form 2483) contains certain statements, including the Statements Required by Law and Executive Orders and the Debarment and Suspension Executive Order and by executing below the Borrower is confirming to have read and understood the statements included in the Application Form.

D. Borrower understands and acknowledges that not more than 25% of the amount forgiven can be attributable to non-payroll costs.

E. Borrower understands and agrees that forgiveness is not automatic and Borrower must request it.

11. CERTIFICATIONS

By signing below, Borrower certifies, represents, warrants, and agrees:

A. All certifications, authorizations, and representations made by Borrower and/or the authorized representative of Borrower in the Paycheck Protection Program Borrower Application Form (SBA Form 2483) submitted to Lender remain true and accurate as of the date of this Note.

B. The proceeds of such Loan are intended to be used for payroll costs; costs related to the continuation of group health care benefits during periods of paid sick, medical, or family leave, and insurance premiums; employee salaries, commissions, or similar compensations; payments of interest on mortgage obligations (which shall not include any prepayment of or payment of principal on a mortgage obligation); rent (including rent under a lease agreement); utilities; interest on any other debt obligations that were incurred before February 15, 2020, and as otherwise permitted under the CARES Act, as amended and/or modified.

C. No parts of the proceeds of such Loan will be used for personal, family or household purposes.

D. The undersigned is exercising and will continue to exercise actual control over the managerial decisions of the Borrower concerning the use of funds and/or credit to be derived from the Loan.

E. The undersigned hereby agrees to promptly correct any defect, error or omission, or provide any documentation requested or required, upon request of Lender or SBA, which may be discovered in the contents of any loan documentation, the application or in the execution or acknowledgment thereof, and will execute, or re-execute, acknowledge and deliver such further instruments and do such further acts as may be necessary or reasonably requested by Lender to satisfy the terms and conditions of this Loan, and/or the requirements of PPP, SBA, or Treasury, as applicable.

F. The execution of this Note and any related loan documents prior to completion of all of Lender's conditions may be permitted as an accommodation to Borrower. Lender shall not be obligated to fund the Loan until Lender receives and satisfies all of its loan conditions and requirements under applicable rule or law and receives all documents it deems necessary, including but not limited to the satisfactory evidence and documentation of payroll costs supporting the requested Loan and any forms to be completed by Lender, including SBA Form 2484.

G. If the Borrower is an entity, the undersigned is authorized and empowered to execute and deliver this Note to Lender, any required corporate or company action necessary to authorize the Loan has been duly completed or performed, and the actions taken herein are hereby ratified and confirmed.

12. STATE-SPECIFIC PROVISIONS:

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13. BORROWER'S NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated under this Note as Borrower.

BORROWER:

The A Team Holdings LLC

By: DocuSigned by: Eric Shibley 4918DD698D46463... Eric Shibley, Manager

DocuSign Envelope ID: 39C647B4-E3BD-4920-A156-65DE1367B86B

Authorization Agreement for Automated Clearing House Payments

Customer Name: The A Team Holdings LLC

Loan Number: 6351617108

In this Authorization, "You" and "Your" refer to the Borrower. "We", "Us" and "Our" refers to ReadyCap Lending, LLC or any of its affiliates, subsidiaries or assignees.

You authorize us to automatically withdraw from the checking account set forth below (the "Account"), on day 1 of each month (the "Due Date") , an amount equal to the recurring scheduled monthly payment (the "Monthly Payment") due on the loan referenced above (the "Loan"). If the Due Date falls on a Saturday, Sunday or Federal Banking Holiday, the Monthly Payment will be withdrawn on the next business day. The Monthly Payment may change from time-to-time in accordance with the terms of the Promissory Note. We will give you notice of the amount of the Monthly Payment by sending a statement to you at least ten calendar days before the Due Date each month.

You acknowledge that you will be responsible for all bank charges we incur if the Account has insufficient funds to pay the Monthly Payment on the Due Date.

Additionally, you authorize us to deposit your SBA PPP funds into this same account.

***Please include a sample check from the account to be charged with your completed form*.**

Financial Institution : Wells Fargo Bank NA

Account Number : 7621559116

Routing Number : 125008547

We shall have the right to make such Monthly Payment withdrawals from the Account until ten (10) days after either you or we have delivered to the other party written notice of the termination of this authorization letter. You may give us notice terminating this authorization letter by sending a fax to: 973-577-4750 Attn: Customer Service.

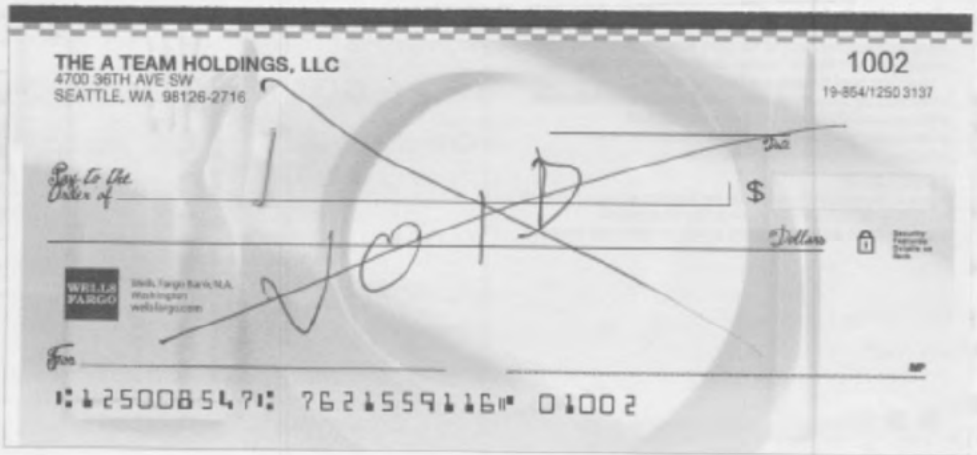
DocuSigned by:
Eric Shibley
Signature — 4/23/2020 Date

Eric Shibley Manager — 4/23/2020
Print Name and Title — Date

Attach your business voided check or bank letter below

200 Connell Drive, Suite 4000, Berkeley Heights, New Jersey 07922
Email: pagcustservice@rclending.com
Fax: 973-577-4750

DocuSign Envelope ID: 39C647B4-E3BD-4920-A156-65DE1367B86B



THE A TEAM HOLDINGS, LLC
4700 36TH AVE SW
SEATTLE, WA 98126-2716

1002
19-854/1250 3137

Pay to the Order of

$

Dollars

WELLS FARGO

For

⑈125008547⑈ 7621559116⑈ 01002

DocuSign SECURED

Certificate Of Completion

Envelope Id: 39C647B4E3BD4920A15665DE1367B86B
Subject: Documents for your DocuSign Signature
Source Envelope:
Document Pages: 6
Certificate Pages: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 2
Initials: 0

Status: Completed

Envelope Originator:
Jill Bochte
200 Connell Drive, Suite 4000
Berkeley Heights, NJ 07922
uw-1-10@ppp.readycapital.com
IP Address: 13.110.14.8

Record Tracking

Status: Original
4/23/2020 9:35:18 AM

Holder: Jill Bochte
uw-1-10@ppp.readycapital.com

Location: DocuSign

Signer Events	Signature	Timestamp
Eric Shibley shibleymedical@outlook.com Security Level: Email, Account Authentication (None)	DocuSigned by: Eric Shibley 4918DD698D46463...	Sent: 4/23/2020 9:36:21 AM Viewed: 4/23/2020 11:22:51 AM Signed: 4/23/2020 11:24:56 AM
	Signature Adoption: Pre-selected Style Using IP Address: 73.109.30.232	

Electronic Record and Signature Disclosure:
Accepted: 4/23/2020 11:22:51 AM
ID: 2d3d3c0c-9b3a-4c3a-94df-d2a2ee80154b

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/23/2020 9:36:21 AM
Certified Delivered	Security Checked	4/23/2020 11:22:52 AM
Signing Complete	Security Checked	4/23/2020 11:24:56 AM
Completed	Security Checked	4/23/2020 11:24:56 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Electronic Record and Signature Disclosure created on: 3/24/2016 8:53:09 AM
Parties agreed to: Eric Shibley

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, ReadyCap Lending, LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact ReadyCap Lending, LLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: raymond.cantwell@rclending.com

To advise ReadyCap Lending, LLC of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at raymond.cantwell@rclending.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from ReadyCap Lending, LLC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to raymond.cantwell@rclending.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with ReadyCap Lending, LLC

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to raymond.cantwell@rclending.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify ReadyCap Lending, LLC as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by ReadyCap Lending, LLC during the course of my relationship with you.

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Account #:

U.S. Small Business Administration

NOTE

Paycheck Protection Program

SBA Loan #	6351617108
SBA Loan Name	The A Team Holdings LLC
Date	4/30/2020
Loan Amount	**$** 960000
Interest Rate	**1.0 Percent Per Year**
Borrower	The A Team Holdings LLC
Lender	**Customers Bank**

1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of **$**960000**.00**, interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

"Loan" means the loan evidenced by this Note.
"PPP" means the Paycheck Protection Program authorized under the SBA 7(a) Loan Program and the CARES Act.
"SBA" means the Small Business Administration, an Agency of the United States of America.

3. PAYMENT TERMS:

Borrower must make all payments at the place Lender or SBA designates. The payment terms for this Note are:

NOTE TERMS:

Maturity: This Note will mature 2 years from date of Note.

Repayment Terms:

The interest rate is 1.0% per year. The interest rate may only be changed in accordance with SOP 50 10, the CARES Act, or guidance established by the SBA or U.S. Treasury.

Payments of the Loan shall be deferred for the first six (6) months following disbursement of the Loan. Borrower must pay principal and interest payments of $54027.03 every month, beginning seven (7) months following the date of disbursement of the Loan; payments must be made on the first (1st) calendar day in the months they are due. Interest shall continue to accrue during the six (6) month deferment.

Lender will apply each installment payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current and will apply any remaining balance to reduce principal.

This Loan is made under the provisions of the PPP, 7(a) Loan Program and the CARES Act. The principal under this Note may be reduced or forgiven in accordance with the loan forgiveness provisions of the CARES Act and regulations or requirements established by SBA and the U.S. Treasury. The principal of this Note is not be deemed forgiven or reduced until documented in a writing, signed by Lender or the SBA. Interest under this loan will not be forgiven but payments for interest may be made by SBA.

Lender shall notify Borrower of its determination of debt forgiveness and of any remaining balance which

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shall continue to be due and owing under the Note (the "Remaining Obligations"). Borrower must pay principal and interest payments on the Remaining Obligations, in an amount calculated by the Lender, which will amortize the Remaining Obligations, plus interest, amortized over the remaining eighteen (18) months of this Note. Principal and interest payments on the Remaining Obligations shall begin on the date which is seven (7) months from the date of this Note and shall continue on the same date of each of the seventeen (17) consecutive months thereafter. **BORROWER AGREES THAT THE MONTHLY PRINCIPAL AND INTEREST PAYMENTS PROVIDED BY LENDER TO BORROWER TO SATISFY THE REMAINING OBLIGATIONS SHALL BE BINDING UPON THE BORROWER AND GIVEN THE SAME LEGAL EFFECT AS IF THE SPECIFIC AMOUNT OF THE PRINCIPAL AND INTEREST PAYMENTS WERE SET FORTH IN THIS NOTE.**

Loan Prepayment:

No prepayment fee will be due under the terms of this Note.

All remaining principal and accrued interest is due and payable 2 years from date of Note.

4. DEFAULT:

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower:

A. Fails to do anything required by this Note;
B. Defaults on any other loan with Lender;
C. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
D. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
E. Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
F. Fails to pay any taxes when due;
G. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
H. Has a receiver or liquidator appointed for any part of their business or property;
I. Makes an assignment for the benefit of creditors;
J. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
K. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
L. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

5. LENDER'S RIGHTS IF THERE IS A DEFAULT:

Without notice or demand and without giving up any of its rights, Lender may:

A. Require immediate payment of all amounts owing under this Note;
B. Collect all amounts owing from Borrower;
C. File suit and obtain judgment;

6. LENDER'S GENERAL POWERS:

Without notice and without Borrower's consent, Lender may:

A. Incur expenses to collect amounts due under this Note, enforce the terms of this Note or any other Loan Document. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance;
B. Release anyone obligated to pay this Note;

7. WHEN FEDERAL LAW APPLIES:

When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

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8. SUCCESSORS AND ASSIGNS:

Under this Note, Borrower includes the successors of Borrower, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

A. All individuals and entities signing this Note are jointly and severally liable.
B. Borrower waives all suretyship defenses.
C. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.
D. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.
E. If any part of this Note is unenforceable, all other parts remain in effect.
F. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee.

10. DISCLOSURES

A. This Loan is made under the terms and conditions of the PPP and SBA 7(a) Loan Program and shall be subject to current and future regulations, guidance, statutory provisions or rules governing the PPP or SBA 7(a) Loan Programs.
B. Forgiveness of principal under this Loan may only granted in accordance with the PPP and the CARES Act, Lender has made no promise, guarantee, or representation to Borrower regarding forgiveness of the principal or accrued interest under this Loan and Borrower may not rely on any statement or representation from Lender with respect to loan forgiveness. Borrower understands that forgiveness is only available for principal that is used of the limited purposes that qualify for forgiveness under SBA requirements.
C. The Paycheck Protection Program Borrower Application Form (SBA Form 2483) contains certain statements, including the Statements Required by Law and Executive Orders and the Debarment and Suspension Executive Order and by executing below the Borrower is confirming to have read and understood the statements included in the Application Form.
D. Borrower understands and acknowledges that not more than 25% of the amount forgiven can be attributable to non-payroll costs.
E. Borrower understands and agrees that forgiveness is not automatic and Borrower must request it.

11. CERTIFICATIONS

By signing below, Borrower certifies, represents, warrants, and agrees:

A. All certifications, authorizations, and representations made by Borrower and/or the authorized representative of Borrower in the Paycheck Protection Program Borrower Application Form (SBA Form 2483) submitted to Lender remain true and accurate as of the date of this Note.
B. The proceeds of such Loan are intended to be used for payroll costs; costs related to the continuation of group health care benefits during periods of paid sick, medical, or family leave, and insurance premiums; employee salaries, commissions, or similar compensations; payments of interest on mortgage obligations (which shall not include any prepayment of or payment of principal on a mortgage obligation); rent (including rent under a lease agreement); utilities; interest on any other debt obligations that were incurred before February 15, 2020, and as otherwise permitted under the CARES Act, as amended and/or modified.
C. No parts of the proceeds of such Loan will be used for personal, family or household purposes.
D. The undersigned is exercising and will continue to exercise actual control over the managerial decisions of the Borrower concerning the use of funds and/or credit to be derived from the Loan.
E. The undersigned hereby agrees to promptly correct any defect, error or omission, or provide any documentation requested or required, upon request of Lender or SBA, which may be discovered in the contents of any loan documentation, the application or in the execution or acknowledgment thereof, and will execute, or re-execute, acknowledge and deliver such further instruments and do such further acts as may be necessary or reasonably requested by Lender to satisfy the terms and conditions of this Loan, and/or the requirements of PPP, SBA, or Treasury, as applicable.
F. The execution of this Note and any related loan documents prior to completion of all of Lender's conditions may be permitted as an accommodation to Borrower. Lender shall not be obligated to fund the Loan until Lender receives and satisfies all of its loan conditions and requirements under applicable rule or law and receives all documents it deems necessary, including but not limited to the satisfactory evidence and documentation of payroll costs supporting the requested Loan and any forms to be completed by Lender, including SBA Form 2484.

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G. If the Borrower is an entity, the undersigned is authorized and empowered to execute and deliver this Note to Lender, any required corporate or company action necessary to authorize the Loan has been duly completed or performed, and the actions taken herein are hereby ratified and confirmed.

12. STATE-SPECIFIC PROVISIONS:

13. BORROWER'S NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated under this Note as Borrower.

BORROWER:

The A Team Holdings LLC

By: DocuSigned by: Eric Shibley 4918DD698D46463... , Manager

DocuSign SECURED

Certificate Of Completion

Envelope Id: 8D5E3F821DC342FBA056B79D937C09F0
Subject: Updated Note, Please Sign to Receive PPP Funds
Source Envelope:
Document Pages: 4
Certificate Pages: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 1
Initials: 0

Status: Completed

Envelope Originator:
Underwriting
200 Connell Drive, Suite 4000
Berkeley Heights, NJ 07922
underwriting@ibusinessfunding.com
IP Address: 170.55.65.210

Record Tracking

Status: Original
4/30/2020 6:20:25 PM

Holder: Underwriting
underwriting@ibusinessfunding.com

Location: DocuSign

Signer Events	Signature	Timestamp
Eric Shibley shibleymedical@outlook.com Manager Security Level: Email, Account Authentication (None)	DocuSigned by: 4918DD898D46463...	Sent: 4/30/2020 6:20:35 PM Viewed: 4/30/2020 6:21:30 PM Signed: 4/30/2020 6:22:30 PM
	Signature Adoption: Drawn on Device Using IP Address: 172.58.46.243 Signed using mobile	

Electronic Record and Signature Disclosure:
Accepted: 4/30/2020 6:21:30 PM
ID: e192922a-986d-4483-90f1-e3998ffeae53
Company Name: ReadyCap Lending, LLC

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/30/2020 6:20:36 PM
Certified Delivered	Security Checked	4/30/2020 6:21:30 PM
Signing Complete	Security Checked	4/30/2020 6:22:30 PM
Completed	Security Checked	4/30/2020 6:22:30 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Electronic Record and Signature Disclosure created on: 4/30/2020 2:20:19 PM
Parties agreed to: Eric Shibley

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, ReadyCap Lending, LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact ReadyCap Lending, LLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: raymond.cantwell@rclending.com

To advise ReadyCap Lending, LLC of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at raymond.cantwell@rclending.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from ReadyCap Lending, LLC
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to raymond.cantwell@rclending.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with ReadyCap Lending, LLC

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to raymond.cantwell@rclending.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify ReadyCap Lending, LLC as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by ReadyCap Lending, LLC during the course of my relationship with you.

Paycheck Protection Program
Borrower Application Form

Check One	DBA or Tradename if Applicable
☐ Sole Proprietor ☐ Partnership ☐ C-Corp ☐ S-Corp ☑ LLC ☐ Independent Contractor ☐ Eligible Self-Employed Individual ☐ 501(c)(3) nonprofit ☐ 501(c)(19) veterans organizations ☐ Tribal business (sec. 31(b)(2)(C) of Small Business Act) ☐ Other	

Business Legal Name		
Seattle's Finest Cannabis LLC		
Business Address	**Business TIN (EIN, SSN)**	**Business Phone**
4700 36th Ave SW, Seattle, WA 98126	[redacted]3580	(206) 938-4291
	Primary Contact	**Email Address**
	Eric Shibley	shibley98271@gmail.com

Average Monthly Payroll:	$40,000.00	x 2.5 + EIDL, Net of Advance (if Applicable) Equals Loan Request:	$100,000.00	Number of Employees:	6
Purpose of the loan (select more than one):	☑ Payroll ☑ Lease / Mortgage Interest ☑ Utilities ☑ Other (explain): employee benefits				

Applicant Ownership

List all owners of 20% or more of the equity of the Applicant. Attach a separate sheet if necessary.

Owner Name	Title	Ownership %	TIN (EIN,SSN)	Address
Eric Shibley	Manager	100.00%	[redacted]5264	4700 36th Ave SW, Seattle, WA, 98126

If questions (1) or (2) below are answered "Yes," the loan will not be approved.

	Question	Yes	No
1.	Is the Applicant or any owner of the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy?	☐	☑
2.	Has the Applicant, any owner of the Applicant, or any business owned or controlled by any of them, ever obtained a direct or guaranteed loan from SBA or any other Federal agency that is currently delinquent or has defaulted in the last 7 years and caused a loss to the government?	☐	☑
3.	Is the Applicant or any owner of the Applicant an owner of any other business, or have common management with, any other business? If yes, list all such businesses and describe the relationship on a separate sheet identified as addendum A.	☐	☑
4.	Has the Applicant received an SBA Economic Injury Disaster Loan between January 31, 2020 and April 3, 2020? If yes, provide details on a separate sheet identified as addendum B.	☐	☑

If questions (5) or (6) are answered "Yes," the loan will not be approved

U.S. v. Shibley
CR20-174 JCC
Government Exhibit No. 2
Admitted _____

Paycheck Protection Program
Borrower Application Form

	Question	Yes	No
5.	Is the Applicant (if an individual) or any individual owning 20% or more of the equity of the Applicant subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction, or presently incarcerated, or on probation or parole?	☐	✓
	Initial here to confirm your response to question 5 - ers		
6.	Within the last 5 years, for any felony, has the Applicant (if an individual) or any owner of the Applicant 1) been convicted; 2) pleaded guilty; 3) pleaded nolo contendere; 4) been placed on pretrial diversion; or 5) been placed on any form of parole or probation (including probation before judgment)?	☐	✓
	Initial here to confirm your response to question 6 - ers		
7.	Is the United States the principal place of residence for all employees of the Applicant included in the Applicant's payroll calculation above?	✓	☐
8.	Is the Applicant a franchise that is listed in the SBA's Franchise Directory?	☐	✓

By Signing Below, You Make the Following Representations, Authorizations, and Certifications

CERTIFICATIONS AND AUTHORIZATIONS

I certify that:

- I have read the statements included in this form, including the Statements Required by Law and Executive Orders, and I understand them.
- The Applicant is eligible to receive a loan under the rules in effect at the time this application is submitted that have been issued by the Small Business Administration (SBA) implementing the Paycheck Protection Program under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (the Paycheck Protection Program Rule).
- The Applicant (1) is an independent contractor, eligible self-employed individual, or sole proprietor or (2) employs no more than the greater of 500 or employees or, if applicable, the size standard in number of employees established by the SBA in 13 C.F.R. 121.201 for the Applicant's industry.
- I will comply, whenever applicable, with the civil rights and other limitations in this form.
- All SBA loan proceeds will be used only for business-related purposes as specified in the loan application and consistent with the Paycheck Protection Program Rule.
- To the extent feasible, I will purchase only American-made equipment and products.
- The Applicant is not engaged in any activity that is illegal under federal, state or local law.
- Any loan received by the Applicant under Section 7(b)(2) of the Small Business Act between January 31, 2020 and April 3, 2020 was for a purpose other than paying payroll costs and other allowable uses loans under the Paycheck Protection Program Rule.

For Applicants who are individuals: I authorize the SBA to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for programs authorized by the Small Business Act, as amended.

CERTIFICATIONS

The authorized representative of the Applicant must certify in good faith to all of the below by **initialing** next to each one:

Paycheck Protection Program
Borrower Application Form

ers	The Applicant was in operation on February 15, 2020 and had employees for whom it paid salaries and payroll taxes or paid independent contractors, as reported on Form(s) 1099-MISC.
ers	Current economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant.
ers	The funds will be used to retain workers and maintain payroll or make mortgage interest payments, lease payments, and utility payments, as specified under the Paycheck Protection Program Rule; I understand that if the funds are knowingly used for unauthorized purposes, the federal government may hold me legally liable, such as for charges of fraud.
ers	The Applicant will provide to the Lender documentation verifying the number of full-time equivalent employees on the Applicant's payroll as well as the dollar amounts of payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities for the eight-week period following this loan.
ers	I understand that loan forgiveness will be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities, and not more than 25% of the forgiven amount may be for non-payroll costs.
ers	During the period beginning on February 15, 2020 and ending on December 31, 2020, the Applicant has not and will not receive another loan under the Paycheck Protection Program.
ers	I further certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 USC 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to $250,000; under 15 USC 645 by imprisonment of not more than two years and/or a fine of not more than $5,000; and, if submitted to a federally insured institution, under 18 USC 1014 by imprisonment of not more than thirty years and/or a fine of not more than $1,000,000.
ers	I acknowledge that the lender will confirm the eligible loan amount using required documents submitted. I understand, acknowledge and agree that the Lender can share any tax information that I have provided with SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, for the purpose of compliance with SBA Loan Program Requirements and all SBA reviews.

Eric R Shibley	04/25/2020
Signature of Authorized Representative of Applicant	Date
Eric Shibley	
Print Name	Title

Paycheck Protection Program
Borrower Application Form

Purpose of this form:

This form is to be completed by the authorized representative of the Applicant and **submitted to your SBA Participating Lender**. Submission of the requested information is required to make a determination regarding eligibility for financial assistance. Failure to submit the information would affect that determination

Instructions for completing this form:

With respect to "purpose of the loan," payroll costs consist of compensation to employees (whose principal place of residence is the United States) in the form of salary, wages, commissions, or similar compensation; cash tips or the equivalent (based on employer records of past tips or, in the absence of such records, a reasonable, good-faith employer estimate of such tips); payment for vacation, parental, family, medical, or sick leave; allowance for separation or dismissal; payment for the provision of employee benefits consisting of group health care coverage, including insurance premiums, and retirement; payment of state and local taxes assessed on compensation of employees; and for an independent contractor or sole proprietor, wage, commissions, income, or net earnings from self-employment or similar compensation.

For purposes of calculating "Average Monthly Payroll," most Applicants will use the average monthly payroll for 2019, excluding costs over $100,000 on an annualized basis for each employee. For seasonal businesses, the Applicant may elect to instead use average monthly payroll for the time period between February 15, 2019 and June 30, 2019, excluding costs over $100,000 on an annualized basis for each employee. For new businesses, average monthly payroll may be calculated us

If Applicant is refinancing an Economic Injury Disaster Loan (EIDL): Add the outstanding amount of an EIDL made between January 31, 2020 and April 3, 2020, less the amount of any "advance" under an EIDL COVID-19 loan, to Loan Request as indicated on the form.

All parties listed below are considered owners of the Applicant as defined in 13 CFR § 120.10, as well as "principals":

- For a sole proprietorship, the sole proprietor;
- For a partnership, all general partners, and all limited partners owning 20% or more of the equity of the firm;
- For a corporation, all owners of 20% or more of the corporation;
- For limited liability companies, all members owning 20% or more of the company; and
- Any Trustor (if the Applicant is owned by a trust).

Paperwork Reduction Act Paperwork Reduction Act - You are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. The estimated time for completing this application, including gathering data needed, is 8 minutes. Comments about this time or the information requested should be sent to : Small Business Administration, Director, Records Management Division, 409 3rd St., SW, Washington DC 20416., and/or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Washington DC 20503.

Privacy Act (5 U.S.C. 552a) - Under the provisions of the Privacy Act, you are not required to provide your social security number. Failure to provide your social security number may not affect any right, benefit or privilege to which you are entitled. (But see Debt Collection Notice regarding taxpayer identification number below.) Disclosures of name and other personal identifiers are required to provide SBA with sufficient information to make a character determination. When evaluating character, SBA considers the person's integrity, candor, and disposition toward criminal actions. Additionally, SBA is specifically authorized to verify your criminal history, or lack thereof, pursuant to section 7(a)(1)(B), 15 USC Section 636(a)(1)(B) of the Small Business Act (the Act).

Disclosure of Information - Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act. The Privacy Act authorizes SBA to make certain "routine uses" of information protected by that Act. One such routine use is the disclosure of information maintained in SBA's system of records when this information indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature. Specifically, SBA may refer the information to the appropriate agency, whether Federal, State, local or foreign, charged with responsibility for, or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. Another routine use is disclosure to other Federal agencies conducting background checks but only to the extent the information is relevant to the requesting agencies' function. See, 74 F.R. 14890 (2009), and as amended from time to time for additional background and other routine uses. In addition, the CARES Act, requires SBA to register every loan made under the Paycheck Protection Act using the Taxpayer Identification Number (TIN) assigned to the borrower.

Debt Collection Act of 1982, Deficit Reduction Act of 1984 (31 U.S.C. 3701 et seq. and other titles) - SBA must obtain your taxpayer identification number when you apply for a loan. If you receive a loan, and do not make payments as they come due, SBA may: (1) report the status of your loan(s) to credit bureaus, (2) hire a collection agency to collect your loan, (3) offset your income tax refund or other amounts due to you from the Federal Government, (4) suspend or debar you or your company from doing business with the Federal Government, (5) refer your loan to the Department of Justice, or (6) foreclose on collateral or take other action permitted in the loan instruments.

Right to Financial Privacy Act of 1978 (12 U.S.C. 3401) - The Right to Financial Privacy Act of 1978, grants SBA access rights to financial records held by financial institutions that are or have been doing business with you or your business including any financial institutions participating in a loan or loan guaranty. SBA is only required provide a certificate of its compliance with the Act to a financial institution in connection with its first request for access to your financial records. SBA's access rights continue for the term of any approved loan guaranty agreement. SBA is also authorized to transfer to another Government authority any financial records concerning an approved loan or loan guarantee, as necessary to process, service or foreclose on a loan guaranty or collect on a defaulted loan guaranty.

Paycheck Protection Program
Borrower Application Form

Freedom of Information Act (5 U.S.C. 552) - Subject to certain exceptions, SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that will be automatically released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the names of the borrowers (and their officers, directors, stockholders or partners), the collateral pledged to secure the loan, the amount of the loan, its purpose in general terms and the maturity. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.

Occupational Safety and Health Act (15 U.S.C. 651 et seq.) - The Occupational Safety and Health Administration (OSHA) can require businesses to modify facilities and procedures to protect employees. Businesses that do not comply may be fined, forced to cease operations, or prevented from starting operations. Signing this form is certification that the applicant, to the best of its knowledge, is in compliance with the applicable OSHA requirements, and will remain in compliance during the life of the loan.

Civil Rights (13 C.F.R. 112, 113, 117) - All businesses receiving SBA financial assistance must agree not to discriminate in any business practice, including employment practices and services to the public on the basis of categories cited in 13 C.F.R., Parts 112, 113, and 117 of SBA Regulations. All borrowers must display the "Equal Employment Opportunity Poster" prescribed by SBA.

Equal Credit Opportunity Act (15 U.S.C. 1691) - Creditors are prohibited from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

Debarment and Suspension Executive Order 12549; (2 CFR Part 180 and Part 2700) - By submitting this loan application, you certify that neither the Applicant or any owner of the Applicant have within the past three years been: (a) debarred, suspended, declared ineligible or voluntarily excluded from participation in a transaction by any Federal Agency; (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted, or had a civil judgment rendered against you for any of the offenses listed in the regulations or (d) delinquent on any amounts owed to the U.S. Government or its instrumentalities as of the date of execution of this certification.

950117

Form **941 for 2020: Employer's QUARTERLY Federal Tax Return**
(Rev. January 2020) Department of the Treasury — Internal Revenue Service

OMB No. 1545-0029

Employer identification number (EIN) [redacted] – [redacted] 3 5 8 0

Name (not your trade name) Seattle's Finest Cannabis LLC

Trade name (if any)

Address 4700 36th Ave SW
Number Street Suite or room number

Seattle | WA | 98126
City | State | ZIP code

Foreign country name | Foreign province/county | Foreign postal code

Report for this Quarter of 2020 (Check one.)

- [x] 1: January, February, March
- [ ] 2: April, May, June
- [ ] 3: July, August, September
- [ ] 4: October, November, December

Go to www.irs.gov/Form941 for instructions and the latest information.

Read the separate instructions before you complete Form 941. Type or print within the boxes.

Part 1: Answer these questions for this quarter.

1	Number of employees who received wages, tips, or other compensation for the pay period including: *Mar. 12* (Quarter 1), *June 12* (Quarter 2), *Sept. 12* (Quarter 3), or *Dec. 12* (Quarter 4)	1	5
2	Wages, tips, and other compensation	2	75200 . 00
3	Federal income tax withheld from wages, tips, and other compensation	3	0 .
4	If no wages, tips, and other compensation are subject to social security or Medicare tax		[ ] Check and go to line 6.

		Column 1		Column 2
5a	Taxable social security wages	75200 .	× 0.124 =	9324 . 80
5b	Taxable social security tips	.	× 0.124 =	.
5c	Taxable Medicare wages & tips	75200 .	× 0.029 =	2180 . 80
5d	Taxable wages & tips subject to Additional Medicare Tax withholding	.	× 0.009 =	.

5e	Add Column 2 from lines 5a, 5b, 5c, and 5d	5e	11505 . 60
5f	Section 3121(q) Notice and Demand—Tax due on unreported tips (see instructions)	5f	.
6	Total taxes before adjustments. Add lines 3, 5e, and 5f	6	11505 . 60
7	Current quarter's adjustment for fractions of cents	7	.
8	Current quarter's adjustment for sick pay	8	.
9	Current quarter's adjustments for tips and group-term life insurance	9	.
10	Total taxes after adjustments. Combine lines 6 through 9	10	11505 . 60
11	Qualified small business payroll tax credit for increasing research activities. Attach Form 8974	11	.
12	Total taxes after adjustments and credits. Subtract line 11 from line 10	12	11505 . 60
13	Total deposits for this quarter, including overpayment applied from a prior quarter and overpayments applied from Form 941-X, 941-X (PR), 944-X, or 944-X (SP) filed in the current quarter	13	.
14	Balance due. If line 12 is more than line 13, enter the difference and see instructions	14	11505 . 60
15	Overpayment. If line 13 is more than line 12, enter the difference .	Check one:	[ ] Apply to next return. [ ] Send a refund.

Next ➡

► You MUST complete both pages of Form 941 and SIGN it.

For Privacy Act and Paperwork Reduction Act Notice, see the back of the Payment Voucher. Cat. No. 17001Z Form **941** (Rev. 1-2020)

950217

Name (not your trade name) | Employer identification number (EIN)

Seattle's Finest Cannabis LLC | [redacted]3580

Part 2: Tell us about your deposit schedule and tax liability for this quarter.

If you are unsure about whether you are a monthly schedule depositor or a semiweekly schedule depositor, see section 11 of Pub. 15.

16 Check one:

☐ **Line 12 on this return is less than $2,500 or line 12 on the return for the prior quarter was less than $2,500, and you didn't incur a $100,000 next-day deposit obligation during the current quarter.** If line 12 for the prior quarter was less than $2,500 but line 12 on this return is $100,000 or more, you must provide a record of your federal tax liability. If you are a monthly schedule depositor, complete the deposit schedule below; if you are a semiweekly schedule depositor, attach Schedule B (Form 941). Go to Part 3.

☒ **You were a monthly schedule depositor for the entire quarter.** Enter your tax liability for each month and total liability for the quarter, then go to Part 3.

Tax liability:	Month 1	5752 . 80
	Month 2	5752 . 80
	Month 3	0 . 00
	Total liability for quarter	11505 . 60

Total must equal line 12.

☐ **You were a semiweekly schedule depositor for any part of this quarter.** Complete Schedule B (Form 941), Report of Tax Liability for Semiweekly Schedule Depositors, and attach it to Form 941.

Part 3: Tell us about your business. If a question does NOT apply to your business, leave it blank.

17 **If your business has closed or you stopped paying wages** . . . . . ☐ Check here, and enter the final date you paid wages / /.

18 **If you are a seasonal employer and you don't have to file a return for every quarter of the year** . . ☐ Check here.

Part 4: May we speak with your third-party designee?

Do you want to allow an employee, a paid tax preparer, or another person to discuss this return with the IRS? See the instructions for details.

☐ Yes. Designee's name and phone number

Select a 5-digit Personal Identification Number (PIN) to use when talking to the IRS. ☐☐☐☐☐

☒ No.

Part 5: Sign here. You MUST complete both pages of Form 941 and SIGN it.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

X **Sign your name here**

Print your name here: Eric R Shibley

Print your title here: Manager

Date: 4/22/2020

Best daytime phone: 2069384291

Paid Preparer Use Only

Check if you are self-employed . . . ☐

Preparer's name | PTIN

Preparer's signature | Date / /

Firm's name (or yours if self-employed) | EIN

Address | Phone

City | State | ZIP code

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 11-13-2017

Employer Identification Number:
[redacted]3580

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

SEATTLE S FINEST CANNABIS LLC
ERIC R SHIBLEY SOLE MBR
4700 36TH AVE SW
SEATTLE, WA 98126

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [redacted]3580. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	01/31/2018
Form 940	01/31/2018

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

(IRS USE ONLY) 575A 11-13-2017 SEAT B 9999999999 SS-4

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is SEAT. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number ( ) -

Best Time to Call

DATE OF THIS NOTICE: 11-13-2017
EMPLOYER IDENTIFICATION NUMBER: [redacted]3580
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

SEATTLE S FINEST CANNABIS LLC
ERIC R SHIBLEY SOLE MBR
4700 36TH AVE SW
SEATTLE, WA 98126

Operating Agreement

Seattle's Finest Cannabis, LLC,
a Washington Limited Liability Company

THIS OPERATING AGREEMENT of Seattle's Finest Cannabis, LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Washington limited liability company under the Washington Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Washington. The Members hereby adopt and approve the certificate of formation of the Company filed with the Washington Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Washington Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

"Member" means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Washington Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

"Ownership Interest" means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

"Percentage Interest" means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

(1) the number of Units owned by the Member (expressed as "MU" in the equation below) divided by

(2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 **Initial Capital Contributions**. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 **Subsequent Capital Contributions**. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

2.3 **Additional Members**.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 **Capital Accounts**. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 **Interest**. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 **Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Washington Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 **Allocations**. Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 **Distributions**. The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Washington Limited Liability Company Act.

3.3 **Limitations on Distributions**. The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 **Management**.

A. **Generally**. Subject to the terms of this Agreement and the Washington Limited Liability Company Act, the business and affairs of the Company will be managed by the Members.

B. **Approval and Action**. Unless greater or other authorization is required pursuant to this Agreement or under the Washington Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization**. Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

(i) A material change in the purposes or the nature of the Company's business;

(ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;

(iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and

(iv) The amendment of this Agreement.

4.2 **Officers**. The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 **Accounts**. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 **Records**. The Members will keep or cause the Company to keep the following business records.

(i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;

(ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;

(iii) A copy of the certificate of formation of the Company, as may be amended from time to time ("Certificate of Formation"); and

(iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 **Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 **Subchapter S Election.** The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 **Tax Matters Member.** Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.

5.6 **Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP – VOTING AND MEETINGS

6.1 **Members and Voting Rights.** The Members have the right and power to vote on all matters with respect to which the Certificate of Formation, this Agreement, or the Washington Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Washington Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

6.2 **Meetings of Members.** Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice

setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Washington Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Washington Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 **Withdrawal.** Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 **Restrictions on Transfer; Admission of Transferee.** A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

ARTICLE 8: DISSOLUTION

8.1 **Dissolution.** The Company will be dissolved upon the first to occur of the following events:

(i) The unanimous agreement of all Members in a consent in writing to dissolve the Company;

(ii) Entry of a decree of judicial dissolution under Washington Limited Liability Company Act;

(iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

(iv) The sale or transfer of all or substantially all of the Company's assets;

(v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 **No Automatic Dissolution Upon Certain Events**. Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 **Indemnification**. The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Washington law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative,

or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 **Mandatory.** The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Washington law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 **Expenses Paid by the Company Prior to Final Disposition**. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 **Notice**. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 **Entire Agreement; Amendment**. This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire

agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Washington Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Washington Limited Liability Company Act.

10.3 **Governing Law; Severability**. This Agreement will be construed and enforced in accordance with the laws of the state of Washington. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 **Further Action**. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 **No Third Party Beneficiary**. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.6 **Incorporation by Reference**. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 **Counterparts**. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated:_____

_____
Signature of Eric R. Shibley

EXHIBIT A
MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members	**Capital Contribution**	**Percentage Interest**
Eric R. Shibley Address: 4700 36th Ave. SW Seattle, Washington 98126		100%

UNITED STATES OF AMERICA

The State of Washington

Secretary of State

I, KIM WYMAN, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF FORMATION

to

SEATTLE'S FINEST CANNABIS, LLC

a/an WA Limited Liability Company. Charter documents are effective on the date indicated below.

Date: 11/3/2017

UBI Number: 604-183-433

THE SEAL OF THE STATE OF WASHINGTON 1889

Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Kim Wyman

Kim Wyman, Secretary of State

Date Issued: 11/7/2017

DocuSign Envelope ID: 300B883B-4443-4FA9-BD19-0F7E2BA4B0C8

SOS
Office of the Secretary of State
Corporations & Charities Division

This Box For Office Use Only

11/03/17 3590099-002
$230.00 R
tid: 3624506

FILED
NOVEMBER 3, 2017
SECRETARY OF STATE
STATE OF WASHINGTON

Limited Liability Company

See attached detailed instructions

☐ **Filing Fee $180.00**

☑ **Filing Fee with Expedited Service $230.00**

UBI Number: **604 183 433**

CERTIFICATE OF FORMATION

Chapter 25.15 RCW

ARTICLE 1

NAME OF LIMITED LIABILITY COMPANY:

SEATTLE'S FINEST CANNABIS, LLC

(Must contain one of the following designations: Limited Liability Company, Limited Liability Co or one of these abbreviations: L.L.C. or LLC. If the designation is omitted, it will default to LLC when processed)

ARTICLE 2

ADDRESS OF THE PRINCIPAL PLACE OF BUSINESS:

Street Address 4700 36th Ave. SW *City* Seattle *State* WA *Zip* 98126

PO Box _____ *City* _____ *State* _____ *Zip* _____

ARTICLE 3

EFFECTIVE DATE OF FORMATION: *(Please check one of the following)*

☒ Upon filing by the Secretary of State

☐ Specific Date: _____ *(Specified effective date must be within 90 days AFTER the Certificate of Formation has been filed by the Office of the Secretary of State)*

ARTICLE 4

TENURE: *(Please check one of the following and indicate the date if applicable)*

☒ Perpetual existence

☐ Specific term of existence _____ *(Number of years or date of termination)*

DocuSign Envelope ID: 300B883B-4443-4FA9-BD19-0F7E2BA4B0C8

ARTICLE 5

THE LIMITED LIABILITY COMPANY IS MANAGED BY: ☒ Members or ☐ Managers
(see instructions)

ARTICLE 6

NAME AND ADDRESS OF THE WASHINGTON STATE REGISTERED AGENT:

Name: Eric R Shibley

Physical Location Address ***(required)***:
4700 36th Ave. SW

City Seattle State WA Zip Code 98126

Mailing or Postal Address ***(optional)***:

City _____ State _____ Zip Code _____

CONSENT TO SERVE AS REGISTERED AGENT:

I consent to serve as Registered Agent in the State of Washington for the above named Limited Liability Company. I understand it will be my responsibility to accept Service of Process on behalf of the Limited Liability Company; to forward mail to the Limited Liability Company; and to immediately notify the Office of the Secretary of State if I resign or change the Registered Office Address.

X Eric Shibley — Eric R Shibley — 10/31/2017
Signature of Registered Agent | Printed Name | Date

ARTICLE 7

NAME, ADDRESS AND SIGNATURE OF EACH EXECUTOR:
(If necessary, attach additional names, addresses and signatures)

Name: LegalZoom.com, Inc.

Address: 101 N. Brand Blvd., 11th Floor City Glendale State CA Zip Code 91203

This document is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.

X _____ Cheyenne Moseley, Assistant Secretary, LegalZoom.com, Inc. — 10/31/17 — 323-962-8600, ext. 7625
Signature of Executor | Printed Name | Date | Phone

Name: _____

Address: _____ City _____ State _____ Zip Code _____

This document is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.

X _____
Signature of Executor | Printed Name | Date | Phone

DocuSign Envelope ID: 300B883B-4443-4FA9-BD19-0F7E2BA4B0C8

Attachment to Articles of Organization

For

SEATTLE'S FINEST CANNABIS, LLC

The personal liability of the members of the Limited Liability Company for monetary damages for breach of fiduciary duty shall be eliminated to the fullest extent permissible under Washington law. The Limited Liability Company is authorized to indemnify its members and managers to the fullest extent permissible under Washington law.

Office of the Secretary of State
Corporations & Charities Division

James M. Dolliver Building
801 Capitol Way South • PO Box 40234
Olympia, WA 98504-0234
Tel: 360.725.0377
www.sos.wa.gov/corps

Congratulations:

You have completed the initial filing to create a new business entity. **The next step in opening your new business is to complete a Business License Application.** You may have completed this step already. The Business License Application can be completed online or downloaded at: http://www.bls.dor.wa.gov/

If you have any questions about the Business License Application, or would like a Business License Application package mailed to you, please call the Department of Revenue at 1-800-451-7985.

If you have questions about annual reports or registered agent requirements, please contact the Corporations Division at 360-725-0377 or visit our website at: http://www.sos.wa.gov/corps.

ERIC R SHIBLEY
4700 36TH AVE SW
SEATTLE, WA 98126

IMPORTANT

To keep your filing status active and avoid administrative dissolution, you must:

1. **File an Initial Report** within 120 days of the date your corporation or limited liability company (LLC) was filed. The date of filing is stated on your certificate. Please complete and return the enclosed Initial Report, together with the $10 filing fee.

2. **File an Annual Report** each year before the anniversary of the filing date for the entity. The registered agent will be sent notice of the Annual Report requirement. It is the corporation or LLC's responsibility to file the report on time even if no notice is received.

3. **Maintain a Registered Agent** and registered office in this state. You must file a statement of change or designation of registered agent if there are any changes in your registered agent, agent's address, or registered office address. Failure to file changes with the Corporations Division will result in misrouted mail, and possibly lead to administrative dissolution.

If you have questions please contact our office at corps@sos.wa.gov, 360-725-0377, or visit our website www.sos.wa.gov/corps

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DOJ-01-0000004447

SOS
Office of the Secretary of State
Corporations & Charities Division

INITIAL REPORT
FEE: $10.00

RETURN COMPLETED FORM AND PAYMENT TO:
(Checks made payable to "Secretary of State")

801 Capitol Way South
PO Box 40234
Olympia, WA 98504-0234

Entity Name: SEATTLE'S FINEST CANNABIS, LLC
Payment Due By: 3/3/2018
Unified Business Identifier: 604-183-433
State of Incorporation: WA
Inc./Qual. Date: 11/3/2017

TYPE OR PRINT ALL INFORMATION IN DARK INK

Current Registered Agent/Office	
ERIC R SHIBLEY 4700 36TH AVE SW SEATTLE, WA 98126	If you wish to change your registered agent, please use the attached Designation of Agent form. You can obtain additional forms at **www.sos.wa.gov/corps**.

REPORT SECTION MUST BE FILLED IN COMPLETELY – DO NOT LEAVE SPACES BLANK

Principal office _____
Address City State Zip

Principal office mailing address _____
(Optional) Address City State Zip

Nature of business _____

☐ **CORPORATIONS:** Print or type the name **AND** address of governors as defined in RCW 23.95 *(attach additional list if necessary).*
☐ **LLC:** Print or type **ONLY** the names of governors as defined in RCW 23.95 *(attach additional list if necessary).*

_____
Name Address City State Zip

_____
Name Address City State Zip

_____
Name Address City State Zip

_____
Name Address City State Zip

_____
Name Address City State Zip

X _____
Authorized Signature *Printed Name/Title Date Phone*

If you need assistance: Email: corps@sos.wa.gov Call: 360-725-0377 Website: www.sos.wa.gov/corps

Revised 11/16

Office of the Secretary of State
Corporations & Charities Division

Designation of Registered Agent

See attached instructions

This Box For Office Use Only

UBI Number:

NAME OF ENTITY: _____

(As currently recorded with the Office of the Secretary of State)

SELECT ONLY ONE AGENT TYPE *(RCW 23.95)*

☐ **Commercial Agent**	☐ **Noncommercial** Agent (most common)	☐ **Office** or **Position**
NAME	NAME	NAME
NAME ONLY of Commercial Registered Agent as recorded with the Secretary of State. (Address of Registered Commercial Agent is already on file)	*Name of Noncommercial Registered Agent. (Any person or business not registered as a Commercial Registered Agent, must also include the physical address below)*	*List the Office or Position serving as agent. (Only if using the specific office or position as the registered agent, no matter who holds the position like: Secretary, Member, Treasurer, must also include the physical address below)*

Washington State Physical Address ***(Required Only for Noncommercial, Office, or Position)***:

Address _____

City _____ WA Zip Code _____

Washington State Alternate Mailing or Postal Address ***(optional)***:

Address _____

City _____ WA Zip Code _____

REQUIRED ALL **- CONSENT TO SERVE AS REGISTERED AGENT:**

I hereby consent to serve as Registered Agent in the State of Washington for the above named entity. I understand it will be my responsibility to accept service of process, notices, and demands on behalf of the entity; to forward mail to the entity; and to immediately notify the Office of the Secretary of State if I resign or change the Registered Office Address.

X _____

Signature of Registered Agent Printed Name/Title Date

Date: May 4th, 2020

Seattle's Finest Cannabis LLC
4700 36th Ave SW
Seattle, WA, 98126

Re: Loan Application Under the Paycheck Protection Program

Dear Eric Shibley,

This letter is in response to your recent application for a loan under the Paycheck Protection Program (the “PPP”) created by the federal CARES Act. After a thorough review of your application and any supporting documentation you provided, we regret to inform you that we are unable to extend to you the requested PPP loan.

If you have any questions about the details of your loan application, please refer to the email correspondence you received from us when you initially submitted your application.

Sincerely,

TCF Bank