

DocuSign Envelope ID: 31903949-0124-4A65-AABB-7DA23E994400



Paycheck Protection Program Borrower Application Form

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

Check One: ☐ 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		DBA or Tradename if Applicable	
Business Legal Name			
Dituri Construction LLC			
Business Address		Business TIN (EIN, SSN)	Business Phone
4700 36th Ave SW		8508	2069384291
Seattle WA 98126		Primary Contact	Email Address
		Eric Shibley	shibley98126@gmail.com
Average Monthly Payroll:	\$ 392000	x 2.5 + EIDL, Net of Advance (if Applicable) Equals Loan Request:	\$ 980000
Purpose of the loan (select more than one):		Number of Employees: 49	
		☒ Payroll ☐ Lease / Mortgage Interest ☐ Utilities ☐ Other (explain): _____	

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	90	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.

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 → <u>ES</u>	☐	☒
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 → <u>ES</u>	☐	☒
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?	☐	☒

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SBA Form 2483 (04/20)

U.S. v. Shibley
1 CR20-174 JCC
Government Exhibit No. 3
Admitted _____

DOJ-01-0000003158

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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:

- ☒ ^{DS}
^{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.
- ☒ ^{DS}
^{ES} Current economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant.
- ☒ ^{DS}
^{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.
- ☒ ^{DS}
^{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.
- ☒ ^{DS}
^{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.
- ☒ ^{DS}
^{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.
- ☒ ^{DS}
^{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.
- ☒ ^{DS}
^{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.

DocuSigned by:
Eric Shibley
Signature of Authorized Representative of Applicant
Eric Shibley
Print Name

5/2/2020

Date

Manager

Title

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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

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Paycheck Protection Program Borrower Application Form

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.



Certificate Of Completion

Envelope Id: 3190394901244A65AABB7DA23E994400	Status: Completed
Subject: Please DocuSign: SBA Paycheck Protection Program Application	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 5	Initials: 10
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Underwriting
Time Zone: (UTC-06:00) Central Time (US & Canada)	200 Connell Drive, Suite 4000
	Berkeley Heights, NJ 07922
	underwriting@ibusinessfunding.com
	IP Address: 73.109.30.232

Record Tracking

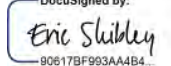
Status: Original	Holder: Underwriting	Location: DocuSign
5/2/2020 4:06:29 PM	underwriting@ibusinessfunding.com	

Signer Events

Eric Shibley
shibley98126@gmail.com
Manager

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

90617BF993AA4B4...

Signature Adoption: Pre-selected Style
Using IP Address: 73.109.30.232

Timestamp

Sent: 5/2/2020 4:06:30 PM
Viewed: 5/2/2020 4:07:05 PM
Signed: 5/2/2020 4:09:43 PM

Electronic Record and Signature Disclosure:

Accepted: 5/2/2020 4:07:05 PM
ID: b00c4391-133b-4359-9854-66532f1df54b
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

Underwriting
docs@ppp.readycapital.com
Security Level: Email, Account Authentication
(None)

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Sent: 5/2/2020 4:09:45 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	5/2/2020 4:09:45 PM
Certified Delivered	Security Checked	5/2/2020 4:09:45 PM
Signing Complete	Security Checked	5/2/2020 4:09:45 PM
Completed	Security Checked	5/2/2020 4:09:45 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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.

941 for 2020: Employer's QUARTERLY Federal Tax Return

Form (Rev. January 2020) Department of the Treasury — Internal Revenue Service

750117

OMB No. 1545-0029

Employer identification number (EIN) [REDACTED] - [REDACTED] 8 5 0 8

Name (not your trade name) Dituri Construction LLC

Trade name (if any)

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

Seattle WA
City State ZIP code

Foreign country name Foreign province/country Foreign postal code

Report for this Quarter of 2020 (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 49
 - 2 Wages, tips, and other compensation 2 784000 . 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 . . . | 784000 . 00 × 0.124 = | 97216 . 00 |
| 5b Taxable social security tips . . . | . × 0.124 = | . |
| 5c Taxable Medicare wages & tips. . . | 784000 . 00 × 0.029 = | 22736 . 00 |
| 5d Taxable wages & tips subject to Additional Medicare Tax withholding . × 0.009 = | . | . |
| 5e Add Column 2 from lines 5a, 5b, 5c, and 5d . . . | | 119952 . 00 |
| 5f Section 3121(q) Notice and Demand—Tax due on unreported tips (see instructions) . . . | | . |
| 6 Total taxes before adjustments. Add lines 3, 5e, and 5f . . . | | 119952 . 00 |
| 7 Current quarter's adjustment for fractions of cents . . . | | . |
| 8 Current quarter's adjustment for sick pay . . . | | . |
| 9 Current quarter's adjustments for tips and group-term life insurance . . . | | . |
| 10 Total taxes after adjustments. Combine lines 6 through 9 . . . | | 119952 . 00 |
| 11 Qualified small business payroll tax credit for increasing research activities. Attach Form 8974 . . . | | . |
| 12 Total taxes after adjustments and credits. Subtract line 11 from line 10 . . . | | 119952 . 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 . . . | | . |
| 14 Balance due. If line 12 is more than line 13, enter the difference and see instructions . . . | | 119952 . 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.

For Privacy Act and Paperwork Reduction Act Notice, see the back of the Payment Voucher.

Cat. No. 170912

Form 941 (Rev. 1-2020)

Next ➔

950217

Name (not your trade name) **Dituri Construction LLC** Employer identification number (EIN) **8508**

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 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

Print your title here

Date

Best daytime phone

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

DITURI CONSTRUCTION LLC
4700 36TH AVE SW
Seattle WA 98126

Date _____

101
19-8140/3260

Pay to the order of _____ \$ _____ Dollars

NSCU
North Sound Credit Union
MEMO _____

SIGNED _____

⑆ 325081403⑆ 3615467277⑈ 0101

WA
USA **WASHINGTON**

DRIVER LICENSE
FEDERAL LIMITS APPLY

4d LIC#

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"**

18 EYES **BRO**
17 WGT **190 lb**

12 RESTRICTIONS
B

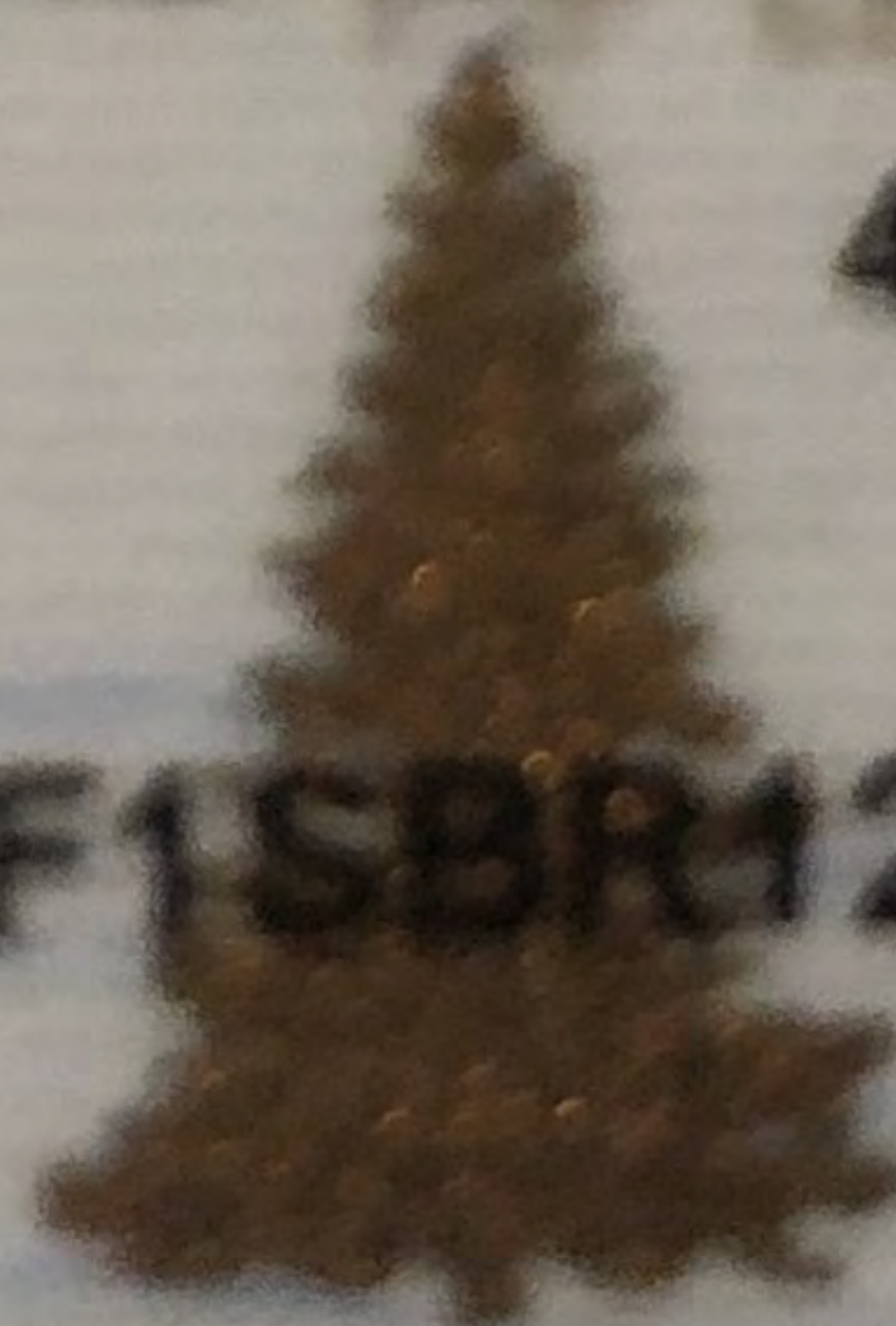
9a END **NONE**

4b EXP **12/10/2025**

5 DD **WDL67B54F1SBR1206193H1225**

REV 11/12/2019

20 R1206193H1225



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Paycheck Protection Program Borrower Application Form

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

Check One: ☐ 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		DBA or Tradename if Applicable	
Business Legal Name			
DITURI CONSTRUCTION LLC			
Business Address		Business TIN (EIN, SSN)	Business Phone
4700 36th Ave SW Seattle, WA 98126		██████-5508	206-938-4291
		Primary Contact	Email Address
		Eric Shibley	shibley98126@gmail.com

Average Monthly Payroll:	\$225,400.00	x 2.5 + EIDL, Net of Advance (if Applicable) Equals Loan Request:	\$563,500.00	Number of Employees:	49
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Purpose of the loan (select more than one):	☒ Payroll ☐ Lease / Mortgage Interest ☐ Utilities ☐ Other (explain):			
---	---	--	--	--

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	Owner	90.00 %	██████-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.	☐	☒

U.S. v. Shibley
 CR20-174 JCC
 Government Exhibit No. 4
 Admitted _____

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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 → <u>DS</u>	☐	☒
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 → <u>DS</u>	☐	☒
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?	☐	☒

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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

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

^{DS} 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.

^{DS} Current economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant.

^{DS} 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.

^{DS} 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.

^{DS} 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.

^{DS} 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.

^{DS} 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.

^{DS} 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.

^{DS} 
Signature of Authorized Representative of Applicant

Eric Shibley
Print Name

April 30, 2020

Date

Owner
Title

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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

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Paycheck Protection Program Borrower Application Form

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 guaranty, 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.

Additional Owners:

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PAYCHECK PROTECTION PROGRAM LOAN**Section 1102, Keeping American Workers Paid and Employed Act of the CARES Act****PROMISSORY NOTE****PLEASE SEE IMPORTANT INFORMATION ABOUT THIS LOAN BELOW****SBA Loan # 6477347301****Date of Loan May 4, 2020**

Legal Business Name: DITURI CONSTRUCTION LLC	Loan Amount: \$563,500.00
Doing Business As:	Interest Rate: 1%
Business Address: 4700 36th Ave SW Seattle, WA 98126	Date of First Payment: December 4, 2020 Loan Maturity Date: May 4, 2022

FOR VALUE RECEIVED, DITURI CONSTRUCTION LLC, (the "**Borrower**") hereby promises to pay **as necessary** and in accordance with the Paycheck Protection Program under 13 CFR Part 120 (the "PPP") to the order of CELTIC BANK CORPORATION ("Celtic Bank") or subsequent holders of this Promissory Note (this "Note") the principal amount of (\$563,500.00) Dollars (the "Loan"), together with all accrued interest thereon, which amount shall not exceed 1.00% per annum, as provided in this Note.

Assignable: This Note may be assigned or transferred by Celtic Bank or any subsequent holder of the Note to any individual, corporation, company, limited liability company, trust, joint venture, association, partnership, unincorporated organization, governmental authority, or other entity without the prior consent of or notice to any other person

Maturity Date: Unless forgiven in writing or otherwise modified in compliance with the terms of the PPP or other applicable SBA requirements, this Loan matures on: May 4, 2022 ("Maturity Date").

Use of Proceeds. Borrower shall use the proceeds of this loan only for eligible expenses under the terms of the PPP. The Borrower shall use the funds received under this Note for business purposes only and not for personal, family or household purposes. The Borrower understands that this is not a consumer loan, and that statutory and regulatory protections for consumers will not apply to this Loan.

Repayment Requirements. Borrower must pay principal and interest estimated to be \$31,711.75 every month beginning on December 4, 2020 (or the immediately following business day if such day is not a business day and which date reflects an automatic six-month deferral from the date of this Loan) and ending on the Maturity Date. Payments must be made on the 4th (or the immediately following business day if such day is not a business day) in the months they are due and be made in US dollars. These payments will be automatically debited from the Borrower's bank account provided to Celtic Bank ("Linked Bank Account"). Borrower's repayment obligation will be reduced by the amount of any loan forgiveness granted under the terms of the PPP. Your final payment on the Maturity Date may vary by up to 1% from your regular payment amount, and you agree to waive any special notice requirements for this payment variance.

Loan Forgiveness: Borrower may apply to Lender for forgiveness of the amount due on this loan in an amount equal to the sum of the following costs incurred by Borrower during the 8-week period beginning on the date of first disbursement of this loan:

- a. Payroll costs
- b. Any payment of interest on a covered mortgage obligation (which shall not include any prepayment of or payment of principal on a covered mortgage obligation)
- c. Any payment on a covered rent obligation
- d. Any covered utility payment

The amount of loan forgiveness shall be calculated (and may be reduced) in accordance with the requirements of the Paycheck Protection Program, including the provisions of Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136). Not more than 25% of the amount forgiven can be attributable to non-payroll costs.

Borrower has received an EIDL advance in the amount of which amount shall be subtracted from the loan forgiveness amount.

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Loan Prepayment. Notwithstanding any provision in this Note to the contrary: Borrower may prepay this Note at any time without penalty. Borrower may prepay 20 percent or less of the unpaid principal balance at any time without notice. If Borrower prepays more than 20 percent and the Loan has been sold on the secondary market, Borrower must: a. Give Lender written notice; b. Pay all accrued interest; and c. If the prepayment is received less than 21 days from the date Lender received the notice, pay an amount equal to 21 days interest from the date lender received the notice, less any interest accrued during the 21 days and paid under b. of this paragraph. If Borrower does not prepay within 30 days from the date Lender received the notice, Borrower must give Lender a new notice.

Manner of Payment. All payments of principal and interest shall be made in US dollars on the date on which such payment is due. Such payments shall be made by ACH, cashier's check, certified check, or wire transfer of immediately available funds to the holder of the Note's ("Noteholder") account at a bank specified by Celtic Bank or its assignees in writing to the Borrower from time to time. For purposes of this Note, the term Noteholder shall refer to the original Noteholder, any agent of the Noteholder, or any assignee or subsequent holder of the Note.

ACH Authorization. The Borrower authorizes Celtic Bank or any Noteholder to credit the Linked Bank Account with the Borrower's Loan amount or where otherwise required for servicing of this Loan. The Borrower also authorizes the Noteholder to automatically debit any payments due pursuant to the terms of this Note. If the Borrower decides to prepay this Loan, the Borrower authorizes the Noteholder to debit any Linked Bank Account. If any debit attempt to the Linked Bank Account fails, the Borrower grants Noteholder at each instance a new, original authorization to make new debit attempts in an amount less than the amount then currently due or an amount reduced from the previous debit from the Linked Bank Account. The Borrower acknowledges and agrees to be bound by NACHA's rules for business-related ACH debits and credits.

Prepayment. No prepayment penalty will be assessed.

Interest. Principal amounts outstanding under this Note shall bear interest at a rate per annum (the "**Interest Rate**") equal to **1%**. All computations of interest hereunder shall be made on the basis of a year of 365/365 and the actual number of days elapsed. Interest shall begin to accrue on the Loan on the date of this Note. On any portion of the Loan that is repaid, interest shall not accrue on the date on which such payment is made.

Events of Default with Respect to Amounts Due. The occurrence and continuance of any of the following shall constitute an "**Event of Default**" hereunder with respect to any amounts due from the Borrower under this Loan that are not forgiven under the terms of the PPP (the "**Nonforgiven Amount**"): Borrower fails to pay (i) any principal amount of the Nonforgiven Amount of the Loan when due; (ii) any interest on the Nonforgiven Amount of the Loan within five (5) days after the date such amount is due; or (iii) any other Nonforgiven Amount due hereunder within ten (10) days after such amount is due.

Remedies. Upon the occurrence and during the continuance of an Event of Default, Noteholder may, at its option, by written notice to the Borrower declare the outstanding principal amount of the Nonforgiven Amount of the Loan, accrued and unpaid interest thereon, and all other amounts payable hereunder immediately due and payable.

Indemnification. The Borrower will indemnify and hold harmless Celtic Bank and any Noteholder (and their respective employees, directors, agents, affiliates and representatives) from and against any cost, loss or liability including interest, penalties, reasonable attorneys' fees and expenses resulting from the Borrower's misrepresentation in the application for this Loan or otherwise or breach of warranty, default or breach of any covenant in this Note.

Notices. All notices and other communications relating to this Note shall be in writing and shall be deemed given upon the first to occur of (a) deposit with overnight courier service, properly addressed and shipping prepaid; (b) transmittal by e-mail properly addressed (with written acknowledgment from the intended recipient such as "return receipt requested" function, return e-mail, or other written acknowledgment); or (c) actual receipt by an employee or agent of the other party. Notices hereunder shall be sent to the following addresses, or to such other address as such party shall specify in writing:

If to the Borrower:

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Name: DITURI CONSTRUCTION LLC Phone: 206-938-4291	Address: 4700 36th Ave SW, Seattle, WA 98126 Attention: Eric Shibley E-mail: shibley98126@gmail.com
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If to Celtic Bank:

CELTIC BANK CORPORATION Phone: (801) 363-6500	Address 268 SOUTH STATE STREET, SUITE 300 SALT LAKE CITY, UT 84111 Attention: Loan Servicing E-mail: loanservicing@celticbank.com
--	--

Representations and Warranties. The Borrower represents and warrants to the Noteholder as follows:

Existence. The Borrower is a/an [individual/corporation/limited liability company/partnership] duly incorporated or formed, as applicable, validly existing, and in good standing under the laws of the state of its organization. The Borrower has the requisite power and authority to own, lease, and operate its property, and to carry on its business.

Compliance with Law. The Borrower is in compliance with all laws, statutes, ordinances, rules, and regulations applicable to or binding on the Borrower, its property, and business.

Power and Authority. The Borrower has the requisite power and authority to execute, deliver, and perform its obligations under this Note.

Authorization; Execution and Delivery. The execution and delivery of this Note by the Borrower and the performance of its obligations hereunder have been duly authorized by all necessary company action in accordance with applicable law. The Borrower has duly executed and delivered this Note.

Information is True and Accurate. The information provided in all supporting documents and forms to obtain this Loan is true and accurate in all material respects. The Borrower (and any individual who provided information for the application of this Loan) understands that knowingly making a false statement to obtain this 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.

Governing Law. This Note and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based on, arising out of, or relating to this Note and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Utah and/or all applicable federal regulations under the PPP Loan program.

When SBA is the holder, or in the event of transfer of this Note, this Note will be interpreted and enforced under Federal law, including SBA regulations. The Noteholder or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, 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, the 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

BINDING ARBITRATION. Unless SBA is the holder of this Note, the Noteholder and the Borrower irrevocably and unconditionally agree to arbitrate all disputes arising under or in connection with this Agreement by a neutral arbitrator who has the power to award the same damages and relief that a court can. **ANY ARBITRATION UNDER THIS AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, REPRESENTATIVE ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. THE BORROWER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY**

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RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY. THE BORROWER WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST THE NOTEHOLDER OR ANY OF THEIR RESPECTIVE ASSIGNEES OR AGENTS If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced (but in no case will there be a class arbitration). All disputes will be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by the American Arbitration Association (www.adr.org) according to this Section and the applicable arbitration rules for that forum. The arbitrator will be responsible for determining all threshold arbitrability issues, including issues relating to whether this Note is unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, fully applies. Any arbitration hearing will occur in San Francisco, California or other mutually agreeable location. The arbitrator's award will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. For any dispute against Noteholder, Noteholder will pay all the arbitration fees. If the Borrower prevails on any claim for which the Borrower is legally entitled to attorney's fees, the Borrower may seek to recover those fees in the arbitration. For any claim where the Borrower is seeking relief, the Noteholder will not seek to have the Borrower pay the Noteholder's attorney's fees, even if fees might otherwise be awarded, unless the arbitrator determines that the Borrower's claim was frivolous. For purposes of this arbitration provision, references to the Borrower or the Noteholder also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorized users or beneficiaries of the PPP Program. Subject to and without waiver of the arbitration provisions above, the Borrower agrees that any judicial proceedings will be brought in and the Borrower consents to the exclusive jurisdiction and venue in the state courts in the City and County of Salt Lake, Utah or federal court for the Northern District of Utah.

Integration. This Note constitutes the entire contract between the Borrower and Celtic Bank with respect to the subject matter hereof and supersedes all previous agreements and understandings, oral or written, with respect thereto.

Amendments and Waivers. No term of this Note may be waived, modified, or amended, except by an instrument in writing signed by the Borrower and the Noteholder. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

Consent to Use Electronic Signature. In order to receive the Loan amount, Celtic Bank must provide the Borrower certain disclosures required by law. By submitting the Borrower's application and agreeing to the terms of this Note, which the Borrower collectively adopts as its electronic signature, the Borrower consents and agrees that: (i) Celtic Bank and any Noteholder can provide all disclosures required by law and other information about the Borrower's legal rights and duties to the Borrower electronically, including by e-mail, a Website portal or mobile phone application; (ii) the Borrower's electronic signature on agreements and documents has the same effect as if the Borrower signed them in ink and is evidence of the Borrower's intention to be bound by this Note; (iii) Electronic disclosures have the same meaning and effect as if the Borrower were provided paper disclosures; (iv) Disclosures are considered received by the Borrower within 24 hours of the time posted to Celtic Bank's or any Noteholder's website, or within 24 hours of the time emailed to the Borrower unless Celtic Bank or Noteholder receives notice that the email was not delivered. (v) Celtic Bank or Noteholder reserves the right to cancel this electronic disclosure service, change the terms of use of this service or send disclosures in paper form at any time. (vi) Celtic Bank or Noteholder is responsible for sending notice of the disclosures to the Borrower electronically, but Celtic Bank or Noteholder are not responsible for any delay or failure in the Borrower's receipt or review of the email notices. The Borrower agrees and confirms that the Borrower has access to the necessary equipment to receive, access and print any disclosures that may be provided in electronic form. The Borrower will not seek to withdraw the Borrower's consent for electronic signature and disclosures while the Borrower has an outstanding Loan balance.

Access to Disclosures. The Borrower understands that in order to access and retain the electronic disclosures the Borrower will need the following: (i) A computer or mobile device with Internet or mobile connectivity; (ii) For desktop website-based Communications: (a) Latest web browser that includes 256-bit encryption; (b) The browser must have cookies enabled. Use of browser extensions may impair full website functionality; (c) Minimum recommended browser standards are Mozilla Firefox latest version (see <http://www.mozilla.com> for latest version), Apple Safari latest version (see <http://www.apple.com/safari> for latest version), or Chrome latest version (see <http://www.google.com/chrome> for latest version); (iii) For mobile-based Communications: (a) A latest device operating system that supports text messaging, downloading, and applications from the Apple App Store or Google Play store; and (b) The latest version of Safari or Chrome on iOS or the latest version of Chrome for Android; (iv) Access to the email address used to create your Celtic Bank account; (v) Sufficient storage space to save Communications and/or a printer to print them; (vi) Use of spam filters may block or re-route emails from senders not listed in your email address book.

Additional Communications. The Borrower consents to accept and receive communications from Celtic Bank and any Noteholder, including e-mail, text messages, calls, and push notifications to the cellular telephone number the Borrower provides. These non-telemarketing communications may be generated by automatic telephone dialing systems which will deliver pre-recorded messages, including for the purposes of secondary authentication, receipts, reminders and other notifications. Standard message and data rates applied by the Borrower's cell phone carrier may apply to the text messages Celtic Bank or any Noteholder sends the Borrower. The Borrower may only opt-out of receiving text message communications by replying STOP to text messages.

No Waiver, Cumulative Remedies. No failure by Celtic Bank or any subsequent Noteholder to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power. The rights, remedies, and powers herein provided are cumulative and not exclusive of any other rights, remedies, or powers provided by law.

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Severability. If any term or provision of this Note is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Note or render such term or provision invalid or unenforceable in any other jurisdiction.

Counterparts. This Note and any amendments, waivers, consents, or supplements hereto may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute a single contract.

Third-Party Beneficiary. Any assignee of this Note shall be deemed to be a third-party beneficiary to this Note and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if they were a party hereto.

Non-Recourse. Noteholder and SBA shall have no recourse against any individual shareholder, member or partner of Borrower for non-payment of the loan, except to the extent that such shareholder, member or partner uses the loan proceeds for an unauthorized purpose.

Errors and Omissions: The undersigned Borrower for and in consideration of Celtic Bank funding the closing of this Loan agrees, if requested by Celtic Bank or its assignees, to fully cooperate and adjust for clerical errors, any or all Loan closing documentation if deemed necessary or desirable in the reasonable discretion of Celtic Bank or its assignees.

UNDERSIGNED BORROWER ACKNOWLEDGES THAT HE/SHE IS THE AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND HAVING READ ALL THE PROVISIONS OF THIS LOAN DOCUMENT AND AGREES TO ITS TERMS

BY SIGNING THE BORROWER AGREES THAT ALL INFORMATION PROVIDED IN THIS APPLICATION AND ALL SUPPORTING DOCUMENTS AND FORMS TO OBTAIN THIS LOAN ARE TRUE AND ACCURATE IN ALL MATERIAL RESPECTS AND THAT ANY KNOWN FALSE STATEMENTS ARE PUNISHABLE BY FINE, IMPRISONMENT OR BOTH.

IN WITNESS WHEREOF, the Borrower has executed this Note as of May 4, 2020.

Acknowledged and Accepted by CELTIC BANK CORPORATION

Eric Shibley

Name

DocuSigned by:



Signature

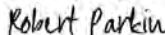
Owner

Title

Rob Parkin

Name

DocuSigned by:



Signature

Loan Processor

Title

Equal Credit Opportunity Act (15 U.S.C. 1691)

The Federal Equal Credit Opportunity Act prohibits creditors 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.



Certificate Of Completion

Envelope Id: 53AE76DCE49A44CA9C84A4576B1A5251	Status: Completed
Subject: Ditrui Construction, LLC loan docs	
Source Envelope:	
Document Pages: 12	Signatures: 5
Certificate Pages: 5	Initials: 10
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Robert Parkin
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	268 S State St
	Ste 300
	Salt Lake City, UT 84111
	rparkin@celticbank.com
	IP Address: 73.20.27.135

Record Tracking

Status: Original	Holder: Robert Parkin	Location: DocuSign
5/4/2020 8:55:19 AM	rparkin@celticbank.com	

Signer Events

Robert Parkin
rparkin@celticbank.com
Celtic Bank

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Robert Parkin
EFD5631112EF438...

Signature Adoption: Pre-selected Style
Using IP Address: 73.20.27.135

Timestamp

Sent: 5/4/2020 9:00:29 AM
Viewed: 5/4/2020 9:00:40 AM
Signed: 5/4/2020 9:00:44 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Eric Shibley
shibley98126@gmail.com

Security Level: Email, Account Authentication
(None), Access Code

DocuSigned by:
Eric Shibley
A8D608B8EED4B7...

Signature Adoption: Drawn on Device
Using IP Address: 73.109.30.232
Signed using mobile

Sent: 5/4/2020 9:00:45 AM
Viewed: 5/4/2020 9:01:29 AM
Signed: 5/4/2020 9:02:55 AM

Electronic Record and Signature Disclosure:

Accepted: 5/4/2020 9:01:29 AM
ID: eff86b66-d9cb-40a1-9b9c-60ebdbc3155a

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	5/4/2020 9:00:45 AM
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Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	5/4/2020 9:01:29 AM
Signing Complete	Security Checked	5/4/2020 9:02:55 AM
Completed	Security Checked	5/4/2020 9:02:55 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Electronic Record and Signature Disclosure created on: 1/29/2018 10:38:48 AM
Parties agreed to: Eric Shibley

CONSUMER DISCLOSURE

From time to time, Celtic Bank (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 your DocuSign, Inc. (DocuSign) Express user account. 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. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account 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 your DocuSign account. 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 your DocuSign Express user account 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 your DocuSign user account 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 Celtic Bank:

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: aquinn@celticbank.com

To advise Celtic Bank 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 aquinn@celticbank.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 DocuSign.

To request paper copies from Celtic Bank

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 aquinn@celticbank.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 Celtic Bank

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 account, 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 aquinn@celticbank.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account 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:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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 CONSUMER 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 Celtic Bank 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 Celtic Bank during the course of my relationship with you.

941 for 2020: Employer's QUARTERLY Federal Tax Return

Form (Rev. January 2020) Department of the Treasury — Internal Revenue Service

950117

OMB No. 1545-0029

Employer identification number (EIN) [REDACTED] - [REDACTED] 8 5 0 8

Name (not your trade name) Dituri Construction 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.)

- ☒ 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	49																				
2	Wages, tips, and other compensation	2	392000 . 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.																					
<table border="0" style="width: 100%;"> <thead> <tr> <th></th> <th>Column 1</th> <th></th> <th>Column 2</th> </tr> </thead> <tbody> <tr> <td>5a Taxable social security wages</td> <td>392000 .</td> <td>× 0.124 =</td> <td>48608 . 00</td> </tr> <tr> <td>5b Taxable social security tips</td> <td>. .</td> <td>× 0.124 =</td> <td>. .</td> </tr> <tr> <td>5c Taxable Medicare wages & tips</td> <td>392000 .</td> <td>× 0.029 =</td> <td>11368 . 00</td> </tr> <tr> <td>5d Taxable wages & tips subject to Additional Medicare Tax withholding</td> <td>. .</td> <td>× 0.009 =</td> <td>. .</td> </tr> </tbody> </table>					Column 1		Column 2	5a Taxable social security wages	392000 .	× 0.124 =	48608 . 00	5b Taxable social security tips	. .	× 0.124 =	. .	5c Taxable Medicare wages & tips	392000 .	× 0.029 =	11368 . 00	5d Taxable wages & tips subject to Additional Medicare Tax withholding	. .	× 0.009 =	. .
	Column 1		Column 2																				
5a Taxable social security wages	392000 .	× 0.124 =	48608 . 00																				
5b Taxable social security tips	. .	× 0.124 =	. .																				
5c Taxable Medicare wages & tips	392000 .	× 0.029 =	11368 . 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	59976 . 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	59976 . 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	59976 . 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	59976 . 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	59976 . 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.

For Privacy Act and Paperwork Reduction Act Notice, see the back of the Payment Voucher.

Cat. No. 17001Z

Form 941 (Rev. 1-2020)

DOJ-02-0000007050

950217

Name (not your trade name) Employer identification number (EIN)
 Dituri Construction LLC 8508

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 29988.00

Month 2 29988.00

Month 3 .

Total liability for quarter 59976.00

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.

☐ ☐ ☐ ☐ ☐

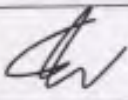
- ☐ No.

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 4/28/2020

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

DITURI CONSTRUCTION LLC

4700 36TH AVE SW
Seattle WA 98126

101

19-8140/3250

Date _____

Pay to the
order of _____

\$

Dollars

BSCU

Your Financial Cooperative

MEMO _____

SIGNED _____

⑆325081403⑆ 3615467277⑆ 0101

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

DITURI CONSTRUCTION LLC

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

Effective Date: 01/02/2020

UBI Number: 604 564 475



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

Kim Wyman, Secretary of State

Date Issued: 01/02/2020

WA
USA **WASHINGTON**

DRIVER LICENSE
FEDERAL LIMITS APPLY

4d LIC#

9 CLASS

1 SHIBLEY

2 ERIC RYAN

3 DOB /1978

4a ISS 12/06/2019

8 4700 36TH AVE SW
SEATTLE WA 98126-2716

15 SEX M

18 EYES BRO

16 HGT 6'-00"

17 WGT 190 lb

12 RESTRICTIONS

9a END NONE

B

4b EXP 12/10/2025

5 DD WDL67B54F1SBR1206193H1225

REV 11/12/2019

20 R1206193H1225

