



**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			
SFC LLC			
Business Address		Business TIN (EIN, SSN)	Business Phone
4700 36th Ave SW Seattle WA 98126		3580	(206) 938-4291
		Primary Contact	Email Address
		Eric Shibley	shibley98271@gmail.com

Average Monthly Payroll:	\$ 37,600	x 2.5 + EIDL, Net of Advance (if Applicable) Equals Loan Request:	\$ 94,000	Number of Employees:	6
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Purpose of the loan (select more than one):	☒ Payroll ☒ Lease / Mortgage Interest ☒ Utilities ☐ Other (explain): _____
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Applicant Ownership

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

Owner Name	Title	Ownership %	TIN (EIN, SSN)	Address
Eric R Shibley	Manager	100	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 → _____	☐	☒
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 → _____	☐	☒
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?	☐	☒

FOIA CONFIDENTIAL TREATMENT REQUESTED

1

ATH-RC_0000428



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:

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

Signature of Authorized Representative of Applicant
Eric R Shibley

Print Name

04/25/2020

Date
Manager

Title

FOIA CONFIDENTIAL TREATMENT REQUESTED

ATH-RC_0000429



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



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.

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

950117
OMB No. 1545-0029

Employer identification number (EIN) [REDACTED] - [REDACTED] 3 5 8 0

Name (not your trade name) SFC LLC

Trade name (if any)

Address 4700 36th Ave SW

Number Street Seattle Suite or room number

City State WA ZIP code 98126

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	6										
2	Wages, tips, and other compensation	2	75200 . 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.											
<table border="0" style="width: 100%;"> <tr> <th style="text-align: left;">Column 1</th> <th style="text-align: left;">Column 2</th> </tr> <tr> <td>5a Taxable social security wages</td> <td>75200 . 00 × 0.124 = 9324 . 80</td> </tr> <tr> <td>5b Taxable social security tips</td> <td>. × 0.124 = .</td> </tr> <tr> <td>5c Taxable Medicare wages & tips</td> <td>75200 . 00 × 0.029 = 2180 . 80</td> </tr> <tr> <td>5d Taxable wages & tips subject to Additional Medicare Tax withholding</td> <td>. × 0.009 = .</td> </tr> </table>				Column 1	Column 2	5a Taxable social security wages	75200 . 00 × 0.124 = 9324 . 80	5b Taxable social security tips	. × 0.124 = .	5c Taxable Medicare wages & tips	75200 . 00 × 0.029 = 2180 . 80	5d Taxable wages & tips subject to Additional Medicare Tax withholding	. × 0.009 = .
Column 1	Column 2												
5a Taxable social security wages	75200 . 00 × 0.124 = 9324 . 80												
5b Taxable social security tips	. × 0.124 = .												
5c Taxable Medicare wages & tips	75200 . 00 × 0.029 = 2180 . 80												
5d Taxable wages & tips subject to Additional Medicare Tax withholding	. × 0.009 = .												
5e	Add Column 2 from lines 5a, 5b, 5c, and 5d	5e	11505 . 60										
5f	Section 3121(q) Notice and Demand—Tax due on unreported tips (see instructions)	5f	.										
6	Total taxes before adjustments. Add lines 3, 5e, and 5f	6	11505 . 60										
7	Current quarter's adjustment for fractions of cents	7	.										
8	Current quarter's adjustment for sick pay	8	.										
9	Current quarter's adjustments for tips and group-term life insurance	9	.										
10	Total taxes after adjustments. Combine lines 6 through 9	10	11505 . 60										
11	Qualified small business payroll tax credit for increasing research activities. Attach Form 8974	11	.										
12	Total taxes after adjustments and credits. Subtract line 11 from line 10	12	11505 . 60										
13	Total deposits for this quarter, including overpayment applied from a prior quarter and overpayments applied from Form 941-X, 941-X (PR), 944-X, or 944-X (SP) filed in the current quarter	13	.										
14	Balance due. If line 12 is more than line 13, enter the difference and see instructions	14	11505 . 60										
15	Overpayment. If line 13 is more than line 12, enter the difference	15	.										

► 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. 170012

Form 941 (Rev. 1-2020)

Next ►

950217

Name (not your trade name)

SFS LLC

Employer identification number (EIN)

3580

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

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

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

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

Tax liability: Month 1 5752 . 80

Month 2 5752 . 80

Month 3 0 . 00

Total liability for quarter 11505 . 60

Total must equal line 12.

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

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

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

enter the final date you paid wages / / .

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

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

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

☐ Yes. Designee's name and phone number

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

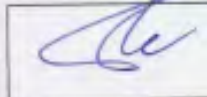
☐ No.

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

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

X

Sign your name here



Print your name here

Eric R Shibley

Print your title here

Manager

Date

4/22/2020

Best daytime phone

2069384291

Paid Preparer Use OnlyCheck 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

Page 2

Form 941 (Rev. 1-2020)

DO NOT STAPLE

33333		a Control number		For Official Use Only OMB No. 1545-0048				
b Kind of Payer (Check one)	☒ 941 CT-1	☐ 942 Military	☐ 943 Holid. emp.	☐ 944 Medicare govt. emp.	Kind of Employer (Check one)	☒ None apply	☐ 501c non-govt.	Third-party sick pay (Check if applicable)
	☐ 945 State/local non-501c	☐ State/local 501c	☐ Federal govt.	☐				
c Total number of Forms W-2		d Establishment number		1 Wages, tips, other compensation		2 Federal income tax withheld		
6				451200		0		
e Employer identification number (EIN)				3 Social security wages		4 Social security tax withheld		
3580				451200		55948.8		
f Employer's name				5 Medicare wages and tips		6 Medicare tax withheld		
SFC LLC				451200		13064.8		
g Employer's address and ZIP code 4700 36th Ave SW Seattle WA 98126-2716				7 Social security tips		8 Allocated tips		
				\$		10 Dependent care benefits		
				11 Nonqualified plans		12a Deferred compensation		
h Other EIN used this year				13 For third-party sick pay use only		12b		
i State Employer's state ID number				14 Income tax withheld by payer of third-party sick pay				
WA 603183433								
16 State wages, tips, etc.		17 State income tax		18 Local wages, tips, etc.		19 Local income tax		
0		0		0		0		
Employer's contact person				Employer's telephone number		For Official Use Only		
Eric R Shibley				206-938-4291				
Employer's fax number				Employer's email address				
206-260-1412				shibley98271@gmail.com				

Under penalties of perjury, I declare that I have examined this return and accompanying documents, and, to the best of my knowledge and belief, they are true, correct, and complete.

Signature **Eric R Shibley**

Title **Manager**

Date **04/24/2020**

Form **W-3 Transmittal of Wage and Tax Statements**

2019

Department of the Treasury
Internal Revenue Service

Send this entire page with the entire Copy A page of Form(s) W-2 to the Social Security Administration (SSA). Photocopies are not acceptable. Do not send Form W-3 if you filed electronically with the SSA. Do not send any payment (cash, checks, money orders, etc.) with Forms W-2 and W-3.

Reminder

Separate instructions. See the 2019 General Instructions for Forms W-2 and W-3 for information on completing this form. Do not file Form W-3 for Form(s) W-2 that were submitted electronically to the SSA.

Purpose of Form

Complete a Form W-3 Transmittal only when filing paper Copy A of Form(s) W-2, Wage and Tax Statement. Don't file Form W-3 alone. All paper forms **must** comply with IRS standards and be machine readable. Photocopies are **not** acceptable. Use a Form W-3 even if only one paper Form W-2 is being filed. Make sure both the Form W-3 and Form(s) W-2 show the correct tax year and Employer Identification Number (EIN). Make a copy of this form and keep it with Copy D (For Employer) of Form(s) W-2 for your records. The IRS recommends retaining copies of these forms for four years.

E-Filing

The SSA strongly suggests employers report Form W-3 and Forms W-2 Copy A electronically instead of on paper. The SSA provides two free e-filing options on its Business Services Online (BSO) website.

• **W-2 Online.** Use fill-in forms to create, save, print, and submit up to 50 Forms W-2 at a time to the SSA.

• **File Upload.** Upload wage files to the SSA you have created using payroll or tax software that formats the files according to the SSA's Specifications for Filing Forms W-2 Electronically (EFW2).

W-2 Online fill-in forms or file uploads will be on time if submitted by **January 31, 2020**. For more information, go to www.SSA.gov/bsa. First time filers, select "Register"; returning filers select "Log In."

When To File Paper Forms

Mail Form W-3 with Copy A of Form(s) W-2 by **January 31, 2020**.

Where To File Paper Forms

Send this entire page with the entire Copy A page of Form(s) W-2 to:

**Social Security Administration
Direct Operations Center
Wilkes-Barre, PA 18769-0001**

Note: If you use "Certified Mail" to file, change the ZIP code to "18769-0002." If you use an IRS-approved private delivery service, add "ATTN: W-2 Process, 1150 E. Mountain Dr." to the address and change the ZIP code to "18702-7997." See Pub. 15 (Circular E), Employer's Tax Guide, for a list of IRS-approved private delivery services.

For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions.

Cat. No. 10158Y

SFC LLC
4700 36th Ave SW
Seattle WA 98126

Pay to the order of _____

RSFC
Rural Financial Cooperative

MEMO _____

Date _____

\$ _____

Dollars

SIGNED _____

101
19-8140/3250

⑆325081403⑆ 3615552945⑈ 0101

WA
USA **WASHINGTON**

DRIVER LICENSE
FEDERAL LIMITS APPLY

20 R1206193H1225



4d LIC# [REDACTED]

9 CLASS

1 SHIBLEY
2 ERIC RYAN

3 DOB [REDACTED]/1978

4a ISS 12/06/2019

8 4700 36TH AVE SW
SEATTLE WA 98126-2716

15 SEX M
16 HGT 6'-00"

18 EYES BRO
17 WGT 190 lb

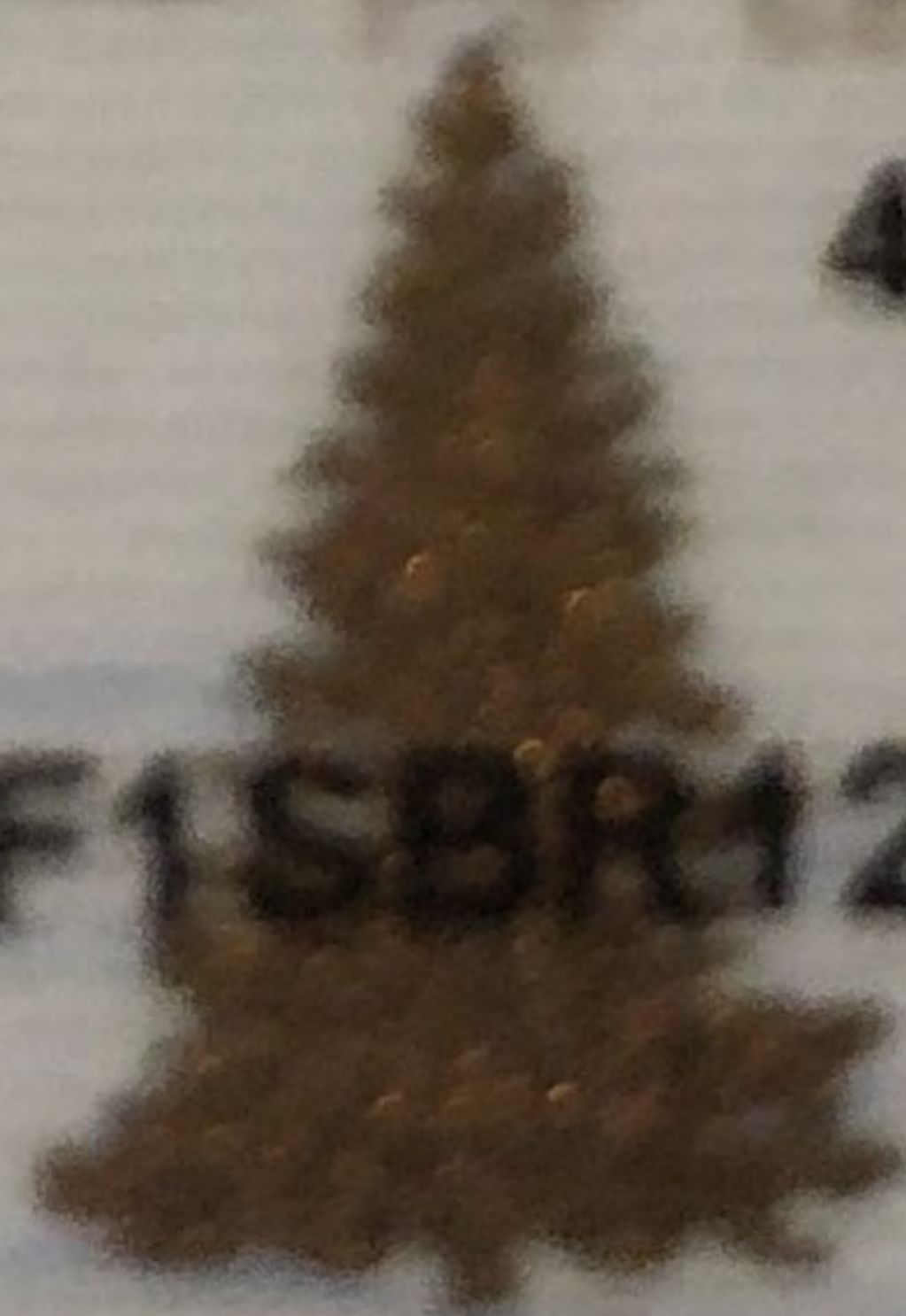
12 RESTRICTIONS
B

9a END NONE
4b EXP 12/10/2025



5 DD WDL67B54F1SBR1206193H1225

REV 11/12/2019



Account #:



U.S. Small Business

U.S. Small Business Administration

NOTE

Paycheck Protection Program

SBA Loan #	6687847808
SBA Loan Name	SFC LLC
Date	6/2/2020
Loan Amount	\$ 62600.00
Interest Rate	1.0 Percent Per Year
Borrower	SFC LLC
Lender	Customers Bank

1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of \$ 62600.00 .00, interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

"Loan" means the loan evidenced by this Note.

"PPP" means the Paycheck Protection Program authorized under the SBA 7(a) Loan Program and the CARES Act.

"SBA" means the Small Business Administration, an Agency of the United States of America.

3. PAYMENT TERMS:

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

NOTE TERMS:

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

Repayment Terms:

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

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

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

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

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

Loan Prepayment:

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

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

4. DEFAULT:

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

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

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

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

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

6. LENDER'S GENERAL POWERS:

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

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

7. WHEN FEDERAL LAW APPLIES:

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

8. SUCCESSORS AND ASSIGNS:

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

9. GENERAL PROVISIONS:

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

10. DISCLOSURES

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

DocuSign Envelope ID: 3279F0FA-24F4-4856-8238-A5F14FC412FA

11. CERTIFICATIONS

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

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

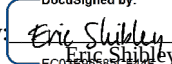
12. STATE-SPECIFIC PROVISIONS:

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

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

BORROWER:

SEC LLC _____

DocuSigned by:
By: 
Eric Shibley, _____ Manager
EC03E06585C944F

Authorization Agreement for Automated Clearing House Payments**Customer Name:** SEC LLC**Loan Number:** 6687847808

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

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

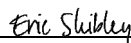
You acknowledge that you will be responsible for all bank charges we incur if the Account has insufficient funds to pay the Monthly Payment on the Due Date.

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

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

Financial Institution : BECU**Account Number :** 3615552945**Routing Number :** 325081403

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

DocuSigned by:

 Signature

6/2/2020
 Date

Eric Shibley
 Print Name and Title Manager

6/2/2020
 Date



200 Connell Drive, Suite 4000, Berkeley Heights, New Jersey 07922

Email: pagcustservice@rclending.com

Fax: 973-577-4750

FOIA CONFIDENTIAL TREATMENT REQUESTED

ATH-RC_0000411

DOJ-01-0000003382

DocuSign Envelope ID: 3279F0FA-24F4-4856-8238-A5F14FC412FA

Water District 30
1300 1st Ave S
Burien, WA 98148
Telephone: (206) 243-3900
www.kingco.gov
Mon-Fri 8:00am - 4:00pm

PART DUE NOTICE - 02/15/2020
ORIGINAL BILL DATE: 01/15/2020
LAST PAYMENT: 12/15/2019 \$25.50
PAST DUE: \$51.24
TO AVOID SHUTOFF AND SEE LOCK CHARGE, PLEASE PAY:
\$25.50 BY 02/15/2020

SFC LLC
4700 36th Ave SW
Seattle WA 98126

Date _____

101
19-8140/3250

Pay to the order of _____

\$ _____

Dollars

 BSCU
Your Financial Cooperative

MEMO _____

SIGNED _____

⑆325081403⑆ 3615552945⑈ 0101

FOIA CONFIDENTIAL TREATMENT REQUESTED

ATH-RC_0000412

DOJ-01-0000003383



Certificate Of Completion

Envelope Id: 3279F0FA24F448568238A5F14FC412FA

Status: Completed

Subject: Eric Shibley, Please DocuSign the SBA Note and ACH

Source Envelope:

Document Pages: 6

Signatures: 2

Envelope Originator:

Certificate Pages: 4

Initials: 0

Bryan Bacallao

AutoNav: Enabled

200 Connell Drive, Suite 4000

EnvelopeId Stamping: Enabled

Berkeley Heights, NJ 07922

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

bryan.bacallao@knightcapitalfunding.com

IP Address: 13.110.14.8

Record Tracking

Status: Original

Holder: Bryan Bacallao

Location: DocuSign

6/2/2020 4:08:52 PM

bryan.bacallao@knightcapitalfunding.com

Signer Events

Eric Shibley

shibley98271@gmail.com

Manager

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

 EC03E96585CF44F...

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

Timestamp

Sent: 6/2/2020 4:09:33 PM

Viewed: 6/2/2020 4:11:21 PM

Signed: 6/2/2020 7:09:27 PM

Electronic Record and Signature Disclosure:

Accepted: 6/2/2020 4:11:21 PM

ID: 0e5f5209-2925-4aac-b6be-8eebdf595e1

Company Name: ReadyCap Lending, LLC

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

6/2/2020 4:09:33 PM

Certified Delivered

Security Checked

6/2/2020 4:11:22 PM

Signing Complete

Security Checked

6/2/2020 7:09:27 PM

Completed

Security Checked

6/2/2020 7:09:27 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

Electronic Record and Signature Disclosure created on: 4/30/2020 3:20:19 PM
Parties agreed to: Eric Shibley

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact ReadyCap Lending, LLC:

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

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

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

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

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

To request paper copies from ReadyCap Lending, LLC

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

To withdraw your consent with ReadyCap Lending, LLC

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

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to raymond.cantwell@rclending.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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



**Paycheck Protection Program
Borrower Application Form**

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				
Eric R Shibley MD PLLC				
Business Address			Business TIN (EIN, SSN)	Business Phone
4700 36th Ave SW			██████████ 9052	206 938 4291
			Primary Contact	Email Address
			Eric SHibley	shibleymedical@outlook.com

Average Monthly Payroll:	\$ 40000	x 2.5 + EIDL, Net of Advance (if Applicable) Equals Loan Request:	\$ 100000	Number of Employees:	5
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Purpose of the loan (select more than one):	☒ Payroll ☒ Lease / Mortgage Interest ☒ Utilities ☒ Other (explain): <u>employee benefits</u>				
--	---	--	--	--	--

Applicant Ownership

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

Owner Name	Title	Ownership %	TIN (EIN, SSN)	Address
Eric R Shibley	Manager	100	██████████ 524	4700 36th Ave SW Seattle WA

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? <u>Initial here to confirm your response to question 5 →</u> <u>ers</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)? <u>Initial here to confirm your response to question 6 →</u> <u>ers</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?	☐	☒

**U.S. v. Shibley
CR20-174 JCC
Government Exhibit No. 15
Admitted _____**



**Paycheck Protection Program
Borrower Application Form**

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

CERTIFICATIONS AND AUTHORIZATIONS

I certify that:

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

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

CERTIFICATIONS

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

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

Eric Ryan Shibley Digitally signed by Eric Ryan Shibley
Date: 2020.04.15 19:08:46 -07'00'

Signature of Authorized Representative of Applicant

Eric R Shibley

Print Name

04/15/2020

Date

04/15/2020

Title

**Paycheck Protection Program
Borrower Application Form****Purpose of this form:**

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

Instructions for completing this form:

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

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

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

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

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

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

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

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

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

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

**Paycheck Protection Program
Borrower Application Form**

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

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

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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.

Form 941 for 2020: Employer's QUARTERLY Federal Tax Return
 (Rev. January 2020) Department of the Treasury — Internal Revenue Service OMB No. 1545-0029

Employer identification number (EIN) [REDACTED] - [REDACTED] 9 0 5 2

Name (not your trade name) Eric R Shibley MD PLLC

Trade name (if any) [REDACTED]

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 5

2 Wages, tips, and other compensation 2 75800 . 00

3 Federal income tax withheld from wages, tips, and other compensation 3 0 .

4 If no wages, tips, and other compensation are subject to social security or Medicare tax ☐ Check and go to line 6.

	Column 1		Column 2
5a Taxable social security wages	75800 .	$\times 0.124 =$	9399 . 20
5b Taxable social security tips	.	$\times 0.124 =$	.
5c Taxable Medicare wages & tips	75800 .	$\times 0.029 =$	2198 . 20
5d Taxable wages & tips subject to Additional Medicare Tax withholding	.	$\times 0.009 =$	.
5e Add Column 2 from lines 5a, 5b, 5c, and 5d			11597 . 40
5f Section 3121(q) Notice and Demand—Tax due on unreported tips (see instructions)			.
6 Total taxes before adjustments. Add lines 3, 5a, and 5f			11597 . 40
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			11597 . 40
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			11597 . 40
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			11597 . 40
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. 170012 Form 941 (Rev. 1-2020)

950217

Name (not your trade name)

Eric R Shibley MD PLLC

Employer identification number (EIN)

9052

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 5798 . 70

Month 2 5798 . 70

Month 3 0 . 00

Total liability for quarter 11597 . 40 Total must equal line 12.

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

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

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

enter the final date you paid wages / /

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

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

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

- ☐ Yes. Designee's name and phone number

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

- ☒ No.

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

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

X

Sign your name here



Print your name here

Eric R Shibley

Print your title here

Manager

Date

4/22/2020

Best daytime phone

2069384291

Paid Preparer Use OnlyCheck 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

WA
USA **WASHINGTON**

DRIVER LICENSE
FEDERAL LIMITS APPLY

4d LIC#

9 CLASS

1 SHIBLEY
2 ERIC RYAN

3 DOB /1978
8 4700 36TH AVE SW
SEATTLE WA 98126-2716

4a ISS 12/06/2019

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



Paycheck Protection Program
Borrower Application FormOMB 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			
ES1 LLC			
Business Address		Business TIN (EIN, SSN)	Business Phone
4700 36th Ave SW		██████████-5849	2069384291
		Primary Contact	Email Address
		Eric SHibley	ers98126@gmail.com

Average Monthly Payroll:	\$ 40000	x 2.5 + EIDL, Net of Advance (if Applicable) Equals Loan Request:	\$ 100000	Number of Employees:	5
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Purpose of the loan (select more than one):	☒ Payroll ☒ Lease / Mortgage Interest ☒ Utilities ☒ Other (explain): employee benefits				
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Applicant Ownership

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

Owner Name	Title	Ownership %	TIN (EIN, SSN)	Address
Eric R Shibley	Manager	100	██████████-524	4700 36th Ave SW Seattle WA

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>ers</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>ers</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?	☐	☒

U.S. v. Shibley
CR20-174 JCC
Government Exhibit No. 16
Admitted _____



**Paycheck Protection Program
Borrower Application Form**

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

CERTIFICATIONS AND AUTHORIZATIONS

I certify that:

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

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

CERTIFICATIONS

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

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

Eric Ryan Shibley Digitally signed by Eric Ryan Shibley
Date: 2020.04.15 19:08:46 -07'00'

Signature of Authorized Representative of Applicant

Eric R Shibley

Print Name

04/15/2020

Date

04/15/2020

Title

**Paycheck Protection Program
Borrower Application Form****Purpose of this form:**

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

Instructions for completing this form:

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

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**Paycheck Protection Program
Borrower Application Form**

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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]		5	8	4	9
Name (not your trade name)	ESI 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	5																				
2	Wages, tips, and other compensation	2	76600 . 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="1"> <thead> <tr> <th></th> <th>Column 1</th> <th></th> <th>Column 2</th> </tr> </thead> <tbody> <tr> <td>5a</td> <td>Taxable social security wages</td> <td>76600 .</td> <td>$\times 0.124 =$ 9498 . 40</td> </tr> <tr> <td>5b</td> <td>Taxable social security tips</td> <td>.</td> <td>$\times 0.124 =$.</td> </tr> <tr> <td>5c</td> <td>Taxable Medicare wages & tips</td> <td>76600 .</td> <td>$\times 0.029 =$ 2221 . 40</td> </tr> <tr> <td>5d</td> <td>Taxable wages & tips subject to Additional Medicare Tax withholding</td> <td>.</td> <td>$\times 0.009 =$.</td> </tr> </tbody> </table>					Column 1		Column 2	5a	Taxable social security wages	76600 .	$\times 0.124 =$ 9498 . 40	5b	Taxable social security tips	.	$\times 0.124 =$.	5c	Taxable Medicare wages & tips	76600 .	$\times 0.029 =$ 2221 . 40	5d	Taxable wages & tips subject to Additional Medicare Tax withholding	.	$\times 0.009 =$.
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5e	Add Column 2 from lines 5a, 5b, 5c, and 5d	5e	11719 . 80																				
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	11719 . 80																				
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	11719 . 80																				
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	11719 . 80																				
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	11719 . 80																				
15	Overpayment. If line 13 is more than line 12, enter the difference	15	.																				

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)

Next ➔

DOJ-01-0000001547

950217

Name (not your trade name)

ESI LLC

Employer identification number (EIN)

5849

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 5859 90

Month 2 5859 90

Month 3 0 00

Total liability for quarter 11719 80 Total must equal line 12.

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

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

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

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

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

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

☐ Yes. Designee's name and phone number

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

☒ No.

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

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

X

Sign your name here



Print your name here

Eric R Shibley

Print your title here

Manager

Date

4/22/2020

Best daytime phone

2069384291

Paid Preparer Use Only

Check if you are self-employed ☐

Preparer's name

PTIN

Preparer's signature

Date

/ /

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

EIN

Address

Phone

City

State

ZIP code



WA
USA **WASHINGTON**

DRIVER LICENSE
FEDERAL LIMITS APPLY

4d LIC#

9 CLASS

1 SHIBLEY
2 ERIC RYAN

3 DOB /1978
8 4700 36TH AVE SW
SEATTLE WA 98126-2716

4a ISS 12/06/2019

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

