



**Paycheck Protection Program
Borrower Application Form –
Revised June 12, 2020**

OMB Control No.: 3245-0407
Expiration Date: 10/31/2020

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 N/A	
Business Legal Name			
Dituri Construction LLC			
Business Address		Business TIN (EIN, SSN)	Business Phone
4700 36th Ave SW Seattle, WA, 98126		8508	2069384291
		Primary Contact	Email Address
		Eric Shibley	shibley98126@gmail.com

Average Monthly Payroll:	\$130,640.00	x 2.5 + EIDL, Net of Advance (if Applicable) Equals Loan Request:	\$326,600.00	Number of Employees:	49
Purpose of the loan (select more than one): ☐ Payroll ☐ Lease / Mortgage Interest ☐ Utilities ☐ Other (explain):					

Applicant Ownership

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

Owner Name	Title	Ownership %	TIN (EIN, SSN)	Address
Eric Shibley	Manager	90.000%	5264	4700 36th Ave SW Seattle, WA 98126

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

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

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

Question	Yes	No
5. Is the Applicant (if an individual) or any individual owning 20% or more of the equity of the Applicant subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction, or presently incarcerated, or on probation or parole? Initial here to confirm your response to question 5 → _____		☒

**U.S. v. Shibley
CR20-174 JCC**

**Government Exhibit No. 17
Admitted _____**

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?		☒



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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:

- _____ 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.
- _____ Current economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant.
- _____ 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.
- _____ 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 24-week period following this loan.
- _____ 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 40% of the forgiven amount may be for non-payroll costs.
- _____ 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.
- _____ 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.
- _____ 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

 Date

 Print Name

 Title



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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 or any 12-week period between May 1, 2019 and September 15, 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. **PLEASE DO NOT SEND FORMS TO THESE ADDRESSES.**

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

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

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

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



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

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

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

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

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

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

950117
OMB No. 1545-0029

941 for 2020: Employer's QUARTERLY Federal Tax Return

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

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

Name (not your trade name) Dituri Construction LLC

Trade name (if any)

Address 4700 36th Ave SW

Number Street Suite or room number

Seattle WA 98126

City State ZIP code

Foreign country name Foreign province/county Foreign postal code

Report for this Quarter of 2020
(Check one.)

☒ 1: January, February, March

☐ 2: April, May, June

☐ 3: July, August, September

☐ 4: October, November, December

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

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

Part 1: Answer these questions for this quarter.

1 Number of employees who received wages, tips, or other compensation for the pay period including: Mar. 12 (Quarter 1), June 12 (Quarter 2), Sept. 12 (Quarter 3), or Dec. 12 (Quarter 4)	1	49																									
2 Wages, tips, and other compensation	2	392000 . 00																									
3 Federal income tax withheld from wages, tips, and other compensation	3	0 .																									
4 If no wages, tips, and other compensation are subject to social security or Medicare tax ☐ Check and go to line 6.																											
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 10%; text-align: center;">Column 1</th> <th style="width: 10%;"></th> <th style="width: 10%; text-align: center;">Column 2</th> <th style="width: 30%;"></th> </tr> </thead> <tbody> <tr> <td>5a Taxable social security wages</td> <td style="text-align: center;">392000 .</td> <td style="text-align: center;">× 0.124 =</td> <td style="text-align: center;">48608 . 00</td> <td></td> </tr> <tr> <td>5b Taxable social security tips</td> <td style="text-align: center;">. .</td> <td style="text-align: center;">× 0.124 =</td> <td style="text-align: center;">. .</td> <td></td> </tr> <tr> <td>5c Taxable Medicare wages & tips</td> <td style="text-align: center;">392000 .</td> <td style="text-align: center;">× 0.029 =</td> <td style="text-align: center;">11368 . 00</td> <td></td> </tr> <tr> <td>5d Taxable wages & tips subject to Additional Medicare Tax withholding</td> <td style="text-align: center;">. .</td> <td style="text-align: center;">× 0.009 =</td> <td style="text-align: center;">. .</td> <td></td> </tr> </tbody> </table>				Column 1		Column 2		5a Taxable social security wages	392000 .	× 0.124 =	48608 . 00		5b Taxable social security tips	. .	× 0.124 =	. .		5c Taxable Medicare wages & tips	392000 .	× 0.029 =	11368 . 00		5d Taxable wages & tips subject to Additional Medicare Tax withholding	. .	× 0.009 =	. .	
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5e Add Column 2 from lines 5a, 5b, 5c, and 5d	5e	59976 . 00																									
5f Section 3121(q) Notice and Demand—Tax due on unreported tips (see instructions)	5f	. .																									
6 Total taxes before adjustments. Add lines 3, 5e, and 5f	6	59976 . 00																									
7 Current quarter's adjustment for fractions of cents	7	. .																									
8 Current quarter's adjustment for sick pay	8	. .																									
9 Current quarter's adjustments for tips and group-term life insurance	9	. .																									
10 Total taxes after adjustments. Combine lines 6 through 9	10	59976 . 00																									
11 Qualified small business payroll tax credit for increasing research activities. Attach Form 8974	11	. .																									
12 Total taxes after adjustments and credits. Subtract line 11 from line 10	12	59976 . 00																									
13 Total deposits for this quarter, including overpayment applied from a prior quarter and overpayments applied from Form 941-X, 941-X (PR), 944-X, or 944-X (SP) filed in the current quarter	13	. .																									
14 Balance due. If line 12 is more than line 13, enter the difference and see instructions	14	59976 . 00																									
15 Overpayment. If line 13 is more than line 12, enter the difference . . Check one: ☐ Apply to next return. ☐ Send a refund.																											

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

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

Cat. No. 17001Z Form **941** (Rev. 1-2020) Next

950217

Name (not your trade name)

Dituri Construction LLC

Employer identification number (EIN)

8508

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

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

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

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

Tax liability: Month 1 29988.00

Month 2 29988.00

Month 3 .

Total liability for quarter 59976.00

Total must equal line 12.

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

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

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

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

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

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

☐ Yes. Designee's name and phone number

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

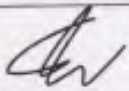
☐ No.

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

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

X

Sign your name here



Print your name here

Eric R Shibley

Print your title here

Manager

Date 4/28/2020

Best daytime phone 2069384291

Paid Preparer Use Only

Check if you are self-employed ☐

Preparer's name

PTIN

Preparer's signature

Date

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

EIN

Address

Phone

City

State

ZIP code

21. ENTIRE AGREEMENT
This Agreement sets forth the entire agreement between the parties with respect to the matters set forth herein, notwithstanding the contents of any prior agreement, assumption, advertisement, warranty or representation by any person or entity. It shall not be altered or modified unless such alteration or modification is in writing and signed by all signatories hereto. No verbal agreement, advertisement, warranty or representation have been made or relied upon by either party or any agent or employee of either party, and neither party nor any agent or employee of either party is entitled to alter any provision of this lease by any verbal representations or agreement to be made subsequent to the execution of this lease. The foregoing notwithstanding, should Tenant hold over after the expiration of the Lease term on a month to month holdover basis, Lessor may change any provision of this lease without the consent of Tenant in the manner prescribed by Washington State law.

Tenants please below confirm receipt of cashed deposit and money order

SS1 LLC
4700 36th Ave SW
Seattle WA 98128

101
19-8140/3250

Date _____

Pay to the order of _____ \$

Dollars

 BSCU
Your Financial Cooperative

MEMO _____ SIGNED _____

⑆325081403⑆ 3615409724⑈ 0101

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 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				
ES1 LLC				
Business Address			Business TIN (EIN, SSN)	Business Phone
4700 36th Ave SW Seattle, WA 98126			██████████-5849	2069384291
			Primary Contact	Email Address
			Eric SHibley	ers98126@gmail.com

Average Monthly Payroll:	\$ 38,300	x 2.5 + EIDL, Net of Advance (if Applicable) Equals Loan Request:	\$ 95,750	Number of Employees:	6
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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.	☒	☐
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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. 18
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.
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- 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**

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.

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

	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	.	$\times 0.009 =$	.
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 . 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** ➔

950217

Name (not your trade name)

Employer identification number (EIN)

ESI LLC

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 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

33333		For Official Use Only OMB No. 1545-0045	
b Kind of Payer (Check one) ☒ 941 Self-employed ☐ 942 Other self-employed ☐ 943 Other self-employed ☐ 944 Other self-employed		Kind of Employer (Check one) ☒ State/local gov't ☐ Federal gov't ☐ Third-party sick pay (Check if applicable)	
c Total number of Forms W-2		d Establishment number	
6		459600	
e Employer identification number (EIN)		f Social security wages	
5849		459600	
g Employer's name		h Federal income tax withheld	
ES1 LLC		0	
i Employer's address and ZIP code		j Social security tax withheld	
4700 36th Ave SW Seattle WA 98126-2716		56990.04	
k Other EIN used this year		l Medicare wages and tips	
		459300	
m State		n Medicare tax withheld	
WA		13328.40	
o Employer's state ID number		p Railroad tax withheld	
109		0	
q State wages, tips, etc.		r Railroad tax withheld	
0		0	
s State income tax		t Railroad tax withheld	
0		0	
u Local wages, tips, etc.		v Local income tax	
0		0	
w Local income tax		x Local income tax	
0		0	
y Employer's contact person		z Employer's telephone number	
Eric R Shibley		206-938-4291	
aa Employer's fax number		ab Employer's email address	
206-260-1412		shibleenyo@yahoo.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 of

Title Manager

Date 04/22/2020

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/bsol. 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.

DOJ-01-0000001906

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																		
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Eric R Shibley																																																				
2 Business name/disregarded entity name, if different from above ES1 LLC																																																				
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payer code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applicable to accounts maintained outside the U.S.)																																																			
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=S corporation, S=S corporation, P=Partnership) ▶ S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____																																																				
5 Address (number, street, and apt. or suite no.) See instructions. 4700 36th Ave SW		Requester's name and address (optional)																																																		
6 City, state, and ZIP code Seattle WA 98126																																																				
7 List account number(s) here (optional)																																																				
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10">Social security number</td> </tr> <tr> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10">Employer identification number</td> </tr> <tr> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> </tr> </table>			Social security number																				or										Employer identification number																			
Social security number																																																				
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Employer identification number																																																				
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; vertical-align: top;"> Sign Here </td> <td style="width: 40%;"> Signature of U.S. person ▶ </td> <td style="width: 45%;"> Date ▶ 5/2/2020 </td> </tr> </table>			Sign Here	Signature of U.S. person ▶	Date ▶ 5/2/2020																																															
Sign Here	Signature of U.S. person ▶	Date ▶ 5/2/2020																																																		
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> , later.																																																				
Cat. No. 10231X																																																				
Form W-9 (Rev. 10-2018)																																																				



WA
USA **WASHINGTON**

DRIVER LICENSE
FEDERAL LIMITS APPLY

4d LIC#

9 CLASS

1 SHIBLEY
2 ERIC RYAN

3 DOB [REDACTED] 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 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 N/A	
Business Legal Name Eric r Shibley MD PLLC		
Business Address 4700 36th Ave SW Seattle, WA, 98126	Business TIN (EIN, SSN) [REDACTED] 9052	Business Phone 2069384291
	Primary Contact Eric Shibley	Email Address shibleymedical@outlook.com

Average Monthly Payroll:	\$37,560.00	x 2.5 + EIDL, Net of Advance (if Applicable) Equals Loan Request:	\$93,900.00	Number of Employees:	6
Purpose of the loan (select more than one): ☒ Payroll ☐ Lease / Mortgage Interest ☐ Utilities ☐ Other (explain):					

Applicant Ownership

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

Owner Name	Title	Ownership %	TIN (EIN, SSN)	Address
Eric Shibley	Manager	100.000%	[REDACTED] 5264	4700 36th Ave SW Seattle, WA 98126

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

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

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

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		☒

**U.S. v. Shibley
CR20-174 JCC**

incarcerated, or on probation or parole? Initial here to confirm your response to question 5 →	ES		
6. Within the last 5 years, for any felony, has the Applicant (if an individual) or any owner of the Applicant 1) been convicted; 2) pleaded guilty; 3) pleaded nolo contendere; 4) been placed on pretrial diversion; or 5) been placed on any form of parole or probation (including probation before judgment)? Initial here to confirm your response to question 6 →	ES		☒
7. Is the United States the principal place of residence for all employees of the Applicant included in the Applicant's payroll calculation above?		☒	
8. Is the Applicant a franchise that is listed in the SBA's Franchise Directory?			☒



Paycheck Protection Program

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

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

ES

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

DS

ES

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

DS

ES

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

DS

ES

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

DS

ES

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

DS

ES

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

DS

ES

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

DS

ES

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

DocuSigned by:

Eric Shibley

5/14/2020

Signature of Authorized Representative

Eric R Shibley

Date

05/14/2020

Print Name

Title



Paycheck Protection Program

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

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.

Paycheck Protection Program Note

Borrower agrees to the following terms of this Paycheck Protection Program Note (Note) for this Loan.

Lender: Idaho Central Credit Union, 4400 Central Way Pocatello, ID 83202

Date	5/14/20	SBA Loan No.	2071257409
SBA Loan Name	Eric r Shibley MD PLLC	SBA Approval Date	5/5/2020
Borrower Name	Eric r Shibley MD PLLC		
Borrower Authorized Representative	Eric Shibley		
Borrower Address	4700 36th Ave SW		
	Seattle, WA, 98126		
Principal Amount	\$ 93,900.00	Interest Rate	1.00%
First Payment Due Date	12/14/2020	Payment Amount	5,284.35
Maturity Date	5/14/2022		
ICCU Loan Number	724774321		

Note Terms

1. Promise to Pay. Borrower promises to pay to Lender, or order, in lawful money of the United States of America, the principal amount set forth above or so much as may be outstanding, together with interest on the unpaid principal with interest thereon at the rates specified below.

2. Interest Rate and Calculation Method. The unpaid principal balance of this Loan will bear interest at an annual rate as set forth above. Interest on this Loan is computed on a 365/365 simple interest basis; that is by applying the ratio of the interest rate over the number of days in a year (365 for all years, including leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Loan is computed using this method.

3. Payments. Borrower will not be required to make any payments under this Note between the date hereof and the First Payment Date. Borrower will then pay regular monthly payments of principal and interest as set forth above beginning on the First Payment Date set forth above with all subsequent payments due on the same day of each month after that and a final payment of all unpaid principal, interest, and any other charges due and payable on the Maturity Date set forth above. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Borrower authorizes Lender to collect all interest, principal, fees and other sums, if any, due hereunder from time to time by charging Borrower's deposit account with Lender, or any other deposit account maintained by Borrower with Lender, for the full amount thereof. Should there be insufficient funds in any such deposit account to pay all such sums when due, the full amount of such deficiency shall be immediately due and payable by Borrower.

4. Eligibility for Forgiveness of Loan. Borrower has applied to Lender for a loan from Lender under Section 1102 of the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") which added a new product, titled "Paycheck Protection Program" (the "Program"), to the U.S Small Business Administration's ("SBA's") 7(a) Loan Program. Section 1106 of the CARES Act provides for forgiveness of up to the full principal amount of qualifying loans guaranteed under the Program. The amount of loan forgiveness will be determined in accordance with and subject to the CARES Act and the rules and regulations promulgated thereunder. If all of the loan is forgiven, then Borrower's obligation to repay this Note terminates. If only a part of the loan is forgiven, then Borrower remains obligated to pay the amount not forgiven. Borrower understands and agrees that Lender cannot guarantee that all of the loan will be forgiven. Borrower acknowledges that even if all of the loan proceeds are used as permitted by the CARES Act and the SBA's Program rules, some portion of the loan may not be eligible for forgiveness. Borrower is solely responsible for understanding the requirements for, and limitations of, forgiveness under the CARES Act and the SBA's Program rules as applied to Borrower's circumstance. Borrower is not relying on any written or oral representation or statement made by Lender in connection loan forgiveness criteria and limitations.

Paycheck Protection Program Note

5. Use of Proceeds. Borrower shall use the loan proceeds strictly in accordance with CARES Act and the rules and regulations promulgated thereunder. Borrower acknowledges that, if Borrower uses the loan proceeds for unauthorized purposes, then the SBA may direct Borrower to repay these amounts and Borrower may be subject to additional liability such as charges for fraud. Borrower also acknowledges that, if any of Borrower's shareholders, members, or partners use the loan proceeds for unauthorized purposes, then the SBA may have recourse against them.

6. Borrower Certifications. Borrower understands and agrees that Lender is relying on the representations, warranties, certifications, and authorizations in Borrower's completed Paycheck Protection Program Borrower Application Form (SBA Form 2483) in making this loan to Borrower to determine, among other things, Borrower's eligibility for the loan and the use of the loan proceeds. Borrower also understand and agrees that Lender is relying on the documents that Borrower provided to it (and shall provide subsequently) to determine the qualifying loan amount and eligibility for loan forgiveness.

7. Cares Act Compliance And Conforming Amendments. If any provision of this Note conflicts with any of the term of the terms for loans under Section 1102 of the CARES Act, or with a regulation or program requirement issued by the SBA pursuant to the CARES Act, the provisions of the CARES Act and the SBA regulations issued thereunder shall control. In addition, Borrower agrees that if a federal law or an SBA regulation or SBA program requirement issued under the CARES Act after the date of this Note conflicts with the terms of this Note, the terms of this Note shall be automatically amended to conform to such law or regulation. Lender shall notify Borrower as soon as reasonably possible on learning of such a change in law or regulation.

8. Prepayment. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Borrower may prepay a part or all of the unpaid principal amount at any time. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to Lender at the address set forth above.

9. Default. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower, or any party obligated therein, fails to comply with or to perform any other term, obligation, covenant or condition contained in any of the documents executed in connection with this Note and such failure is not remedied within any grace period provided therein. Borrower fails to comply with or to perform any term or obligation in any other loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note.

Compliance Default. Failure of Borrower to comply with any other term, obligation, covenant or condition contained in this Note, including without limitation the failure of Borrower to use the loan proceeds strictly in accordance with the CARES Act and the rules and regulations promulgated thereunder.

Default in Favor of Third Parties. Should Borrower default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's ability to repay this Loan or Borrower's ability to perform such obligations under this Loan.

False Statements. Any warranty, representation or statement made or furnished to Lender or to the SBA by Borrower or on Borrower's behalf under this Note, the SBA Form 2483, or any other documents furnished to Lender in connection with the loan is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of Borrower (or a member, owner or partner of Borrower), the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower and such proceeding is not dismissed within thirty (30) days; or the death of Borrower (or a member, owner or partner of Borrower).

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor proceeding, and if Borrower gives Lender written notice of the creditor proceeding and furnishes reserves or a surety bond for the creditor proceeding satisfactory to Lender.

Tax Default. Borrower fails to pay any taxes when due.

Paycheck Protection Program Note

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender, in good faith, deems itself insecure.

10. Lender's Rights. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount. Lender may initiate legal action to obtain judgment to recover the amount due.

11. Attorneys' Fees; Expenses. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

12. Governing Law and Venue. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the state of Lender's address set forth above, without regard to its conflicts of law provisions. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts in the county of Lender's address as set forth above. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

13. Successor Interests. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

14. 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, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, 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.

15. General Provisions. Time is of the essence under this Note and in the performance of every term, covenant, and obligation contained herein. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including decreases of the rate of interest on the indebtedness; (c) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Borrower may not use any oral statement of Lender or SBA to contradict or alter the written terms of this Note.

[IDAHO] ORAL AGREEMENT OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER STATE LAW.

Note Signatures. You agree to the terms of this Paycheck Protection Program Note and acknowledge receipt of a completed copy of this Note. If more than one borrower signs this Note, your obligations are joint and several.

Borrower Name	Eric r Shibley MD PLLC
Borrower Authorized Representative	Eric Shibley
Signature	X  DocuSigned by: Eric Shibley
Title	Manager
Date	5/14/2020

FOR CREDIT UNION USE ONLY

Advance funds by		Date		Disbursed by	
------------------	--	------	--	--------------	--

COMPANY (LLC) CERTIFICATE

The undersigned, constituting the Members/Managing Members of

Eric R Shibley MD PLLC, a Washington limited liability
(Company Legal Name) (State of Corporation)

company with its principal place of business located at

4700 36th Ave SW Seattle, WA 98126 (the "Company") does hereby certify:
(Address of principal place of business)

The following are true, correct and complete resolutions duly approved by the Members/Managing Members or other governing body of the Company and that said resolutions are unchanged and are now in full force and effect:

"RESOLVED, That the members/managers/officers of the Company are, and each of them is, hereby authorized on behalf of the Company to obtain financing from Idaho Central Credit Union ("ICCU") including any of its affiliates or subsidiaries, such items of property, in such amounts and upon such terms and conditions as the members/managers/officers, in their discretion, may deem necessary or advisable; and

FURTHER RESOLVED, That each of the members/managers/officers of the Company, and each of the following parties:

Eric Shibley Manager

(Print Name & Title)

(Print Name & Title)

(Print Name & Title)

(Print Name & Title)

are authorized, directed and empowered to execute and deliver to ICCU, on behalf of the Company, such contracts, leases, powers of attorney and other documents as may be required by ICCU in connection with such finance or lease of property; and

FURTHER RESOLVED, That any actions taken by any members/managers/officers of the Company or any party specifically identified in the foregoing resolutions acting on behalf of the Company before the date of these resolutions that are within the authority conferred by the foregoing resolutions are ratified and approved in all respects."

IN WITNESS WHEREOF I have hereunto set my hand this 14th day of May, 2020.
(Day) (Month) (Year)

DocuSigned by:

Eric Shibley

Member/Managing Member Secretary

Eric Shibley

Print Name



Certificate of Completion

Envelope Id: E898B3C6FB4D4C0FB30AD461CBAC1D86	Status: Completed
Subject: Please DocuSign: Eric R Shibley MD PLLC	
Source Envelope:	
Document Pages: 9	Signatures: 3
Certificate Pages: 5	Initials: 10
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	DiSeanna Kilgore
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	4400 Central Way
	Chubbuck, ID 83202
	dkilgore@iccu.com
	IP Address: 204.62.132.100

Record Tracking

Status: Original	Holder: DiSeanna Kilgore	Location: DocuSign
5/14/2020 12:21:47 PM	dkilgore@iccu.com	

Signer Events

Eric Shibley
shibleymedical@outlook.com
Allergan - Enterprise

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

Signature

DocuSigned by:
Eric Shibley
08E05798C74240E...

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

Timestamp

Sent: 5/14/2020 12:25:03 PM
Viewed: 5/14/2020 1:00:14 PM
Signed: 5/14/2020 1:01:14 PM

Electronic Record and Signature Disclosure:
Accepted: 5/14/2020 1:00:14 PM
ID: 55c70637-98ef-4809-bd17-c6c6bf02b234

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

Bart Kleng
bkleng@iccu.com
Commercial Loan Officer
ICCU

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 5/14/2020 12:25:03 PM

PPP Funding
pppfunding@iccu.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Witness Events

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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/14/2020 1:01:16 PM
Certified Delivered	Security Checked	5/14/2020 1:01:16 PM
Signing Complete	Security Checked	5/14/2020 1:01:16 PM
Completed	Security Checked	5/14/2020 1:01:16 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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How to contact ICCU:

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:

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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 esign@iccu.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.

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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 esign@iccu.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.

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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 esign@iccu.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 CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify ICCU 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 ICCU during the course of my relationship with you.

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) **9052**

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

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) **5**

2 Wages, tips, and other compensation **75800.00**

3 Federal income tax withheld from wages, tips, and other compensation **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) **Next**

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

33333		b. Control number		For Official Use Only OMB No. 1545-0048	
b. Kind of Payer (Check one)		Kind of Employer (Check one)		Third-party sick pay (Check if applicable)	
☒ 941 ☐ 942 ☐ 943 ☐ 944		☒ 941 ☐ 942 ☐ 943 ☐ 944		☐ 941 ☐ 942 ☐ 943 ☐ 944	
c. Total number of Forms W-2		d. Establishment number		1. Wages, tips, other compensation	
6		9052		451152	
e. Employer identification number (EIN)		f. Social security wages		2. Federal income tax withheld	
9052		451152		0	
g. Employer's name		h. Social security tips		3. Social security tax withheld	
Eric R Shibley MD PLLC		451152		55942.8	
i. Employer's address and ZIP code		j. Medicare wages and tips		4. Medicare tax withheld	
4700 36th Ave SW Seattle WA 98126-2716		451152		13083.4	
k. Other EIN used this year		l. Social security tips		5. Allocated tips	
m. State		n. State income tax		6. Federal income tax withheld	
WA		603260109		0	
o. State wages, tips, etc.		p. State income tax		7. Local income tax	
		0		0	
q. Employer's contact person		r. Employer's telephone number		For Official Use Only	
Eric R Shibley		206-938-4291			
s. Employer's fax number		t. Employer's email address			
206-260-1412		shibleenyc@yahoo.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

Title: Manager

Date: 04/24/2020

Form W-3 Transmittal of Wage and Tax Statements 2019

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.

DOJ-01-0000001800

0161
68-7497
2560

ERIC R SHIBLEY MD PLLC

PAY TO THE
ORDER OF _____

DATE _____

~~VOID~~

\$ _____

DOLLARS

NAVY
FEDERAL
CREDIT UNION
www.navyfed.org

FOR _____

⑆256074974⑆0161⑆7041509972⑆001

WA
USA **WASHINGTON**

DRIVER LICENSE
FEDERAL LIMITS APPLY

4d LIC#

9 CLASS

1 SHIBLEY

2 ERIC RYAN

3 DOB /1978

4a ISS 12/06/2019

8 4700 36TH AVE SW
SEATTLE WA 98126-2716

15 SEX M

18 EYES BRO

16 HGT 6'-00"

17 WGT 190 lb

12 RESTRICTIONS

9a END NONE

B

4b EXP 12/10/2025

5 DD WDL67B54F1SBR1206193H1225

REV 11/12/2019

20 R1206193H1225

