DUPLICATE

FEDERAL DEPOSIT INSURANCE CORPORATION

WASHINGTON, D. C.

Hereby certifies that the deposits of each depositor in

CELTIC BANK

SALT LAKE CITY

UTAH

are insured to the maximum amount provided by the

Federal Deposit Insurance Act

No: **57056**

In testimony whereof, witness my signature and the seal of the Corporation this **1ST** day of **MARCH, 2001**

Attest: Robert E. Feldman
EXECUTIVE SECRETARY

Donna Tanoue
CHAIRMAN OF THE BOARD OF DIRECTORS

U.S. v. Shibley
CR20-174 JCC
Government Exhibit No. 211
Admitted _____

DOJ-10-0000025209

Federal Deposit Insurance Corporation

550 17th Street, NW

WASHINGTON, DC 20429

Financial Institution Structure Report

Excerpt From FDIC Records

Institution Name:	Celtic Bank 268 South State Street, Suite 300 Salt Lake City, UT 84111 - 0000
Insurance Date:	03/1/2001
Certificate #:	57056
Registration Date:	
Official Mailing Address:	268 South State Street, Suite 300 Salt Lake City, UT 84111 - 0000
Class:	Insured Commercial Banks, State, Not Members of FRS
Active:	Active
Status:	Historical
Former Bank Name(s):	

ACTION DATE
03/01/2001 - Celtic Bank, Salt Lake City, UT was admitted to membership in the FDIC
06/13/2001 - Main office relocated to 340 East 400 South , Salt Lake City, UT
08/28/2009 - Main office relocated to 340 East 400 South , Salt Lake City, UT
04/09/2012 - Main office relocated to 268 South State Street, Suite 300 , Salt Lake City, UT

DOJ-10-0000025207

EXHIBIT A

Run Date:Wed, Oct 20 2021 10:33

DUPLICATE

FEDERAL DEPOSIT INSURANCE CORPORATION

WASHINGTON, D. C.

Hereby certifies that the deposits of each depositor in

CUSTOMERS BANK

PHOENIXVILLE

PENNSYLVANIA

are insured to the maximum amount provided by the

Federal Deposit Insurance Act

No: **34444**

In testimony whereof, witness my signature and the seal of the Corporation this **6TH** day of **APRIL, 2011**

Attest: Robert E. Feldman
EXECUTIVE SECRETARY

Sheila C Bair
CHAIRMAN OF THE BOARD OF DIRECTORS

U.S. v. Shibley
CR20-174 JCC
Government Exhibit No. 212
Admitted _____

DOJ-10-0000025214

Federal Deposit Insurance Corporation

550 17th Street, NW

WASHINGTON, DC 20429

Financial Institution Structure Report

Excerpt From FDIC Records

Institution Name:	Customers Bank 99 Bridge St Phoenixville, PA 19460 - 0000
Insurance Date:	06/26/1997
Certificate #:	34444
Registration Date:	
Official Mailing Address:	513 Kimberton Road Phoenixville, PA 19460 - 0000
Class:	Insured Commercial or Savings Banks, State, Members FRS
Active:	Active
Status:	Historical
Former Bank Name(s):	New Century Bank

ACTION DATE
06/26/1997 - New Century Bank, Phoenixville, PA was admitted to membership in the FDIC
06/30/2002 - Main office relocated to 513 Kimberton Road , Phoenixville, PA
04/06/2011 - Title changed to Customers Bank
04/06/2011 - Main office relocated to 99 Bridge St , Phoenixville, PA

DOJ-10-0000025212

EXHIBIT A

DUPLICATE

FEDERAL DEPOSIT INSURANCE CORPORATION

WASHINGTON, D. C.

Hereby certifies that the deposits of each depositor in

TCF NATIONAL BANK

SIOUX FALLS

SOUTH DAKOTA

Merged 6-9-2021

are insured to the maximum amount provided by the

Federal Deposit Insurance Act

No: **28330**

In testimony whereof, witness my signature and the seal of the Corporation this **6TH** day of **APRIL, 2009**

Attest: Robert E. Feldman
EXECUTIVE SECRETARY

Sheila C Bair
CHAIRMAN OF THE BOARD OF DIRECTORS

U.S. v. Shibley
CR20-174 JCC
Government Exhibit No. 213
Admitted _____

DOJ-10-0000025219

Federal Deposit Insurance Corporation
550 17th Street, NW
WASHINGTON, DC 20429

Financial Institution Structure Report

Excerpt From FDIC Records

Institution Name:	TCF National Bank 2508 South Louise Avenue Sioux Falls, SD 57106 - 4331
Insurance Date:	03/25/1936
Certificate #:	28330
Registration Date:	
Official Mailing Address:	801 Marquette Avenue Legal Department, Mail Code Exo-01-A Minneapolis, MN 55402 - 0000
Class:	Insured Commercial Bank, National, Member FRS
Active:	Inactive
Status:	Current
Former Bank Name(s):	TCF Bank Minnesota, fsb TCF Bank Savings FSB TCF Banking and Savings, FA TCF National Bank Minnesota

ACTION DATE

06/30/1986 - Title changed to TCF Banking and Savings, FA
09/13/1993 - Title changed to TCF Bank Minnesota, fsb
04/07/1997 - Converted to an insured state member bank
04/07/1997 - Title changed to TCF National Bank Minnesota
04/01/2000 - Title changed to TCF National Bank
04/08/2003 - Main office relocated to 200 Lake Street East , Wayzata, MN
04/06/2009 - Main office relocated to 2508 South Louise Avenue , Sioux Falls, SD
06/09/2021 - Merged under the charter and title of The Huntington National Bank, Columbus, OH

EXHIBIT A

The Honorable John C. Coughenour

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA, Plaintiff, v. ERIC SHIBLEY, Defendant.	NO. CR20-174JCC **STIPULATION**

The United States of America and the Defendant, Eric Shibley, hereby stipulate and agree to the following facts.

1. On June 10, 2020, Defendant Eric Shibley was served with subpoenas for documents from a federal grand jury sitting in the District of Columbia. The subpoenas requested documents related to the business operations of ES1 LLC, SS1 LLC, The A Team Holdings LLC, Dituri Construction LLC and Eric R Shibley MD PLLC.

2. Working through his attorney, Eric Shibley provided the following documents in response to the subpoena via email:

   a. Certificates of Formation for ES1 LLC, SS1 LLC, The A Team Holdings LLC, and Eric R Shibley MD PLLC;

UNITED STATES ATTORNEY
700 STEWART STREET, STE 5220
SEATTLE, WASHINGTON 98101
(206) 553-7970

U.S. v. Shibley
CR20-174 JCC
Government Exhibit No. 225
Admitted _____

b. Operating Agreements for ES1 LLC, SS1 LLC, The A Team Holdings LLC, Dituri Construction LLC and Eric R Shibley MD PLLC;

c. A Purchase Agreement for Dituri Construction LLC, dated May 9, 2020;

d. Internal Revenue Service Form W-3 (Transmittal of Wage and Tax Statements) for SS1 LLC dated April 22, 2020;

e. Internal Revenue Service Form W-3 (Transmittal of Wage and Tax Statements) for ES1 LLC dated April 22, 2020; and

f. Internal Revenue Service Form W-3 (Transmittal of Wage and Tax Statements) for Eric R. Shibley MD PLLC dated April 24, 2020.

g. SS1 LLC Form 941 Employer's Quarterly Federal Tax Return (4th Quarter 2019);

h. A Team Holding, LLC Form 941 Employer's Quarterly Federal Tax Return (4th Quarter 2019);

i. SS1 LLC Form 941 Employer's Quarterly Federal Tax Return (1st Quarter 2020);

j. A Team Holding, LLC Form 941 Employer's Quarterly Federal Tax Return (1st Quarter 2020);

k. Dituri Construction1 LLC Form 941 Employer's Quarterly Federal Tax Return (1st Quarter 2020);

l. SFC LLC Form 941 Employer's Quarterly Federal Tax Return (1st Quarter 2020);

m. Eric Shibley MD, PLLC Form 941 Employer's Quarterly Federal Tax Return (1st Quarter 2020);

n. ES1 LLC Form 941 Employer's Quarterly Federal Tax Return (1st Quarter 2020);

UNITED STATES ATTORNEY
700 STEWART STREET, STE 5220
SEATTLE, WASHINGTON 98101
(206) 553-7970

o. Certificate of Existence for SFC LLC;

p. Business Information for SFC LLC;

q. Operating Agreement for SFC LLC;

r. IRS Form W-3 form (Transmittal of Wage and Tax Statement) for SFC LLC, dated April 24, 2020;

s. Photograph of Washington State Driver License of Eric Shibley;

t. PPP Borrower Application Form for Dituri Construction LLC, dated June 4, 2020;

u. PPP Borrower Application Form for ES1 LLC, dated April 15, 2020;

v. PPP Borrower Application Form for The A Team Holding LLC, dated April 15, 2020;

w. PPP Borrower Application Form for SS1 LLC, dated April 20, 2020;

x. PPP Borrower Application Form for Eric Shibley MD PLLC, dated April 24, 2020;

y. PPP Borrower Application Form for SFC LLC, dated April 25, 2020;

z. Wells Fargo bank statements for Eric Shibley MD PLLC, acct #3220067247;

aa. Wells Fargo bank statements for ES1 LLC, acct #7621559124;

bb. Wells Fargo bank statements for ES1 LLC, acct #3365602378;

cc. Wells Fargo bank statements for Eric Shibley MD PLLC, acct #6621617262;

dd. Redacted email string re: SS1 LLC loan application; and

ee. Eric Shibley email to Mario Davis, dated June 25, 2020.

3. Eric Shibley produced no other documents in response to the subpoenas.

UNITED STATES ATTORNEY
700 STEWART STREET, STE 5220
SEATTLE, WASHINGTON 98101
(206) 553-7970

4. The production of these documents occurred in the Western District of Washington when they were sent via email.

5. All of the documents listed in Paragraph 2 are attached to this stipulation.

DATED this 14 day of June, 2021.

By: _____
Laura Connelly
Brian Werner
U.S. Department of Justice

By: _____
Defendant Eric Shibley

By: _____
Michael C. Nance, WSBA #13933
Attorney for Defendant Eric Shibley

UNITED STATES ATTORNEY
700 STEWART STREET, STE 5220
SEATTLE, WASHINGTON 98101
(206) 553-7970

UNITED STATES OF AMERICA

The State of Washington

Secretary of State

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

CERTIFICATE OF FORMATION

to

ES1 LLC

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

Date: 10/25/2012

UBI Number: 603-248-905

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

Kim Wyman, Secretary of State

Date Issued: 6/19/2015

U.S. v. Shibley
CR20-174 JCC
Government Exhibit No. 225
Admitted _____

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

Date of this notice: 11-01-2012

Employer Identification Number:
[redacted]5849

Form: SS-4

Number of this notice: CP 575 G

ES1 LLC
ERIC R SHIBLEY SOLE MBR
4425 MERIDIAN AVE N 6
MARYSVILLE, WA 98271

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [redacted]5849. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

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

IMPORTANT REMINDERS:

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

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

(IRS USE ONLY) 575G 11-01-2012 ES1L O 9999999999 SS-4

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

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

CP 575 G

9999999999

Your Telephone Number
( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 11-01-2012
EMPLOYER IDENTIFICATION NUMBER: [redacted]5849
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

ES1 LLC
ERIC R SHIBLEY SOLE MBR
4425 MERIDIAN AVE N 6
MARYSVILLE, WA 98271

idaslla
002 2284479
$230.00 R
tid: 2411830

STATE OF WASHINGTON
SECRETARY OF STATE

This Box For Office Use Only

FILED
SECRETARY OF STATE
SAM REED
OCTOBER 25, 2012
STATE OF WASHINGTON

Limited Liability Company

See attached detailed instructions

☐ Filing Fee $180.00

☒ Filing Fee with Expedited Service $230.00

UBI Number: 603 248 905

CERTIFICATE OF FORMATION

Chapter 25.15 RCW

ARTICLE 1

NAME OF LIMITED LIABILITY COMPANY:
ES1 LLC

(Must contain one of the following designations: Limited Liability Company, Limited Liability Co or one of these abbreviations: L.L.C. or LLC)

ARTICLE 2

ADDRESS OF THE PRINCIPAL PLACE OF BUSINESS:

Street Address 4425 Meridian Ave. N. #6 *City* Marysville *State* WA *Zip* 98271

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

ARTICLE 3

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

☒ Upon filing by the Secretary of State

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

ARTICLE 4

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

☒ Perpetual existence

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

10/25/12

002 2284479
$230.00 R
tid: 2411830

Page 1 of 2

STATE OF WASHINGTON
SECRETARY OF STATE

This Box For Office Use Only

FILED
SECRETARY OF STATE
SAM REED

OCTOBER 25, 2012

STATE OF WASHINGTON

Limited Liability Company

See attached detailed instructions

☐ Filing Fee $180.00

☒ Filing Fee with Expedited Service $230.00

UBI Number: 603 248 905

CERTIFICATE OF FORMATION

Chapter 25.15 RCW

ARTICLE 1

NAME OF LIMITED LIABILITY COMPANY:
ES1 LLC

(Must contain one of the following designations: Limited Liability Company, Limited Liability Co or one of these abbreviations: L.L.C. or LLC)

ARTICLE 2

ADDRESS OF THE PRINCIPAL PLACE OF BUSINESS:

Street Address 4425 Meridian Ave. N. #6 *City* Marysville *State* WA *Zip* 98271

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

ARTICLE 3

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

☒ Upon filing by the Secretary of State

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

ARTICLE 4

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

☒ Perpetual existence

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

ARTICLE 5

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

ARTICLE 6

NAME AND ADDRESS OF THE WASHINGTON STATE REGISTERED AGENT:

Name: Eric R. Shibley

Physical Location Address *(required)*: [redacted]

City Marysville WA Zip Code [redacted]

Mailing or Postal Address *(optional)*:

City _____ WA Zip Code _____

CONSENT TO SERVE AS REGISTERED AGENT:

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

X _____ Eric R. Shibley 10/22/2012
Signature of Registered Agent | Printed Name | Date

ARTICLE 7

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

Name: Karla Figueroa

Address: [redacted] City Glendale State CA Zip Code [redacted]

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

X _____ Karla Figueroa 10/22/2012 323-962-8600, ext. 883
Signature of Executor | Printed Name | Date | Phone

Name: _____

Address: _____ City _____ State _____ Zip Code _____

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

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

Attachment to Articles of Organization

For

ES1 LLC

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

UNITED STATES OF AMERICA

The State of Washington

Secretary of State

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

CERTIFICATE OF FORMATION

to

SS1 LLC

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

Date: 10/3/2017

UBI Number: 604-175-163

THE SEAL OF THE STATE OF WASHINGTON 1889

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

Kim Wyman

Kim Wyman, Secretary of State

Date Issued: 10/9/2017

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

Date of this notice: 04-20-2020

Employer Identification Number:
[redacted]7509

Form: SS-4

Number of this notice: CP 575 A

SSI
4700 36TH AVE SW
SEATTLE, WA 98126

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [redacted]7509. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

Form 941	04/30/2020
Form 940	01/31/2021
Form 1120	04/15/2021

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

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

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

(IRS USE ONLY) 575A 04-20-2020 SS1 B 9999999999 SS-4

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

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

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

IMPORTANT REMINDERS:

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

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

Your name control associated with this EIN is SS1. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

(IRS USE ONLY) 575A 04-20-2020 SS1 B 9999999999 SS-4

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

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

CP 575 A

9999999999

Your Telephone Number ( ) -

Best Time to Call

DATE OF THIS NOTICE: 04-20-2020
EMPLOYER IDENTIFICATION NUMBER: [redacted]7509
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

SS1
4700 36TH AVE SW
SEATTLE, WA 98126

Operating Agreement

SS1 LLC,
a Washington Limited Liability Company

THIS OPERATING AGREEMENT of SS1 LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

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

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

ARTICLE 1: DEFINITIONS

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

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

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

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

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

"Manager" means each Person who has authority to manage the business and affairs of the Company pursuant to this Agreement; such Persons are listed on Exhibit B, as may be updated from time to time according to the terms of this Agreement. A Manager may be, but is not required to be, a Member.

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

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be eJ1titled as provided in this Agreement and under the Washington Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

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

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

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

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

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

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

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

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

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

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

2.1 Initial Capital Contributions . The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Membe1's name on Exhibit A to become a Member of the Company.

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

2.3 Additional Members.

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

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

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

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

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

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

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

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

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

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

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

ARTICLE 4: MANAGEMENT

4.1 Management.

A. Generally. Subject to the terms of this Agreement and the Washington Limited Liability Company Act, the business and affairs of the Company will be managed by the Board of Managers, as further described below. The Members initially nominate and elect the Person(s) set forth on Exhibit B to serve as the Manager(s) of the Company. The Managers will act under the direction of the Members and may be elected or removed at any time, for any reason or no reason, by the Members holding a majority of the Voting Interest of the Company. Exhibit B must be amended to reflect any changes in Managers.

B. Approval and Action. Unless greater or other authorization is required pursuant to this Agreement or under the Washington Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by a majority of Managers, to constitute the act of the Company or serve to bind the Company, but if the Managers cannot reach a majority vote, the dispute will be submitted to the Members to be resolved by the affirmative vote of the Members holding at least a majority of the Voting Interest of the Company. With such approval, the signature of any Managers authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved.

Without such approval, no Managers acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

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

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

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

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

(iv) The amendment of this Agreement.

4.2 Meetings of Managers. Regular meetings of the Managers are not required but may be held at such time and place as the Managers deem necessary or desirable for the reasonable management of the Company. Meetings may take place in person, by conference call, or by any other means permitted under the Washington Limited Liability Company Act. In addition, Company actions requiring a vote may be carried out without a meeting if all of the Managers consent in writing to approve the action.

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

ARTICLE 5: ACCOUNTS AND ACCOUNTING

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

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

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

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

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

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

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

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

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

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

ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

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

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

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

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

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

ARTICLE 8: DISSOLUTION

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

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

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

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

Company Agent seeking indemnification) or a majority of the Managers that are not seeking indemnification, as the case may be. Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

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

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

10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Washington. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining

EXHIBIT A
MEMBERS

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

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

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

Dated: 10/03/2017

Signature of Eric Ryan Shibley

UNITED STATES OF AMERICA

The State of Washington

Secretary of State

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

CERTIFICATE OF FORMATION

to

THE A TEAM HOLDINGS LLC

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

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

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

Kim Wyman

Kim Wyman, Secretary of State

Date Issued: 12/10/2018

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

This Box For Office Use Only

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

□ Filing Fee $180
■ Filing Fee with Expedited Service $230

Certificate of Formation
Limited Liability Company
RCW 25.15

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

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

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

ENTITY NAME :

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

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

Reservation Number: _____

Name: The A Team Holdings LLC

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

PERIOD OF DURATION : Please check ONE of the following

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

□ This Company shall expire on _____

EFFECTIVE DATE: Please check ONE of the following:

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

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

REGISTERED AGENT:

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

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

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

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

If No, please continue below

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

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

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

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

Country: United States **State:** Washington

Address : 14205 SE 36th Street, Suite 100

Zip: 98006 **City:** Bellevue

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

Country: United States **State:** Washington

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

Zip 98006 **City:** Bellevue

CONSENT TO SERVE AS REGISTERED AGENT - REQUIRED FOR ALL TYPES

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

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

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

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

Phone: (optional) Email: (optional)

RETURN ADDRESS FOR THIS FILING: *(Optional)*

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

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

Email: onlinefilings@legalzoom.com

Address: 101 N Brand Blvd., 11th Floor

City Glendale State CA Zip 91203

EXECUTOR INFORMATION:

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

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

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

City Glendale State CA Zip 91203

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

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

Attachment to Articles of Organization

For

The A Team Holdings LLC

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

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

Attachment to Articles of Organization

For

The A Team Holdings LLC

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

Work Order #: 201812070058323O - 1
Received Date: 12/07/2018
Amount Received: $230.00

Office of the Secretary of State
Corporations & Charities Division

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

Congratulations:

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

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

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

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

IMPORTANT

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

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

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

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

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

EIN OBTAINED 530502156 - 02

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

Application for Employer Identification Number

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

OMB No. 1545-0003

EIN [redacted]7088

Type or print clearly.

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

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

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

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

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

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

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

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

7a Name of responsible party
Eric Shibley

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

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

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

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

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

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

Group Exemption Number (GEN) if any ▶

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

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

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

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

12 Closing month of accounting year **December**

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

Agricultural	Household	Other
0	0	0

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

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

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

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

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

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

Third Party Designee

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

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

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

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

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

Date of this notice: 02-07-2019

Employer Identification Number:
[redacted]7088

Form: SS-4

Number of this notice: CP 575 A

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

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

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

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

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

Form 720 02/07/2019

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

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

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

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

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

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

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

IMPORTANT REMINDERS:

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

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

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

Thank you for your cooperation.

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

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

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

CP 575 A

9999999999

Your Telephone Number Best Time to Call
( ) -

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

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

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

Operating Agreement

Dituri Construction LLC,
a Washington Limited Liability Company

THISOPERATING AGREEMENT Dituri Construction LLC of (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

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

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

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Washington Limited Liability Company Act.

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

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

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

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

"Manager" means each Person who has authority to manage the business and affairs of the Company pursuant to this Agreement; such Persons are listed on Exhibit B, as may be updated from time to time according to the terms of this Agreement. A Manager may be, but is not required to be, a Member.

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

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be en1titled as provided in this agreement and under the Washington Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

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

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

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

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

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

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

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

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

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

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

2.1 Initial Capital Contributions . The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Membe1's name on Exhibit A to become a Member of the Company.

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

2.3 Additional Members.

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

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

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

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

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

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

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

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

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

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

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

ARTICLE 4: MANAGEMENT

4.1 Management.

A. Generally. Subject to the terms of this Agreement and the Washington Limited Liability Company Act, the business and affairs of the Company will be managed by the Board of Managers, as further described below. The Members initially nominate and elect the Person(s) set forth on Exhibit B to serve as the Manager(s) of the Company. The Managers will act under the direction of the Members and may be elected or removed at any time, for any reason or no reason, by the Members holding a majority of the Voting Interest of the Company. Exhibit B must be amended to reflect any changes in Managers.

B. Approval and Action. Unless greater or other authorization is required pursuant to this Agreement or under the Washington Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by a majority of Managers, to constitute the act of the Company or serve to bind the Company, but if the Managers cannot reach a majority vote, the dispute will be submitted to the Members to be resolved by the affirmative vote of the Members holding at least a majority of the Voting Interest of the Company. With such approval, the signature of any Managers authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved.

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without such approval, no Managers acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

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

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

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

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

(iv) The amendment of this Agreement.

4.2 Meetings of Managers. Regular meetings of the Managers are not required but may be held at such time and place as the Managers deem necessary or desirable for the reasonable management of the Company. Meetings may take place in person, by conference call, or by any other means permitted under the Washington Limited Liability Company Act. In addition, Company actions requiring a vote may be carried out without a meeting if all of the Managers consent in writing to approve the action.

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

ARTICLE 5: ACCOUNTS AND ACCOUNTING

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

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

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

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

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

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

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

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

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

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

ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

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

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

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amoU11t equal to such Member's Capital Account.

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

ARTICLE 8: DISSOLUTION

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

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

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

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

Company Agent seeking indemnification) or a majority of the Managers that are not seeking indemnification, as the case may be. Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

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

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

10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Washington. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining

provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

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

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

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

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

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

Dated: 01/07/2020

Signature of Eric Ryan Shibley

Signature of Thomas Dituri

EXHIBIT A
MEMBERS

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

Members	Capital Contribution	Percentage interest
Eric Ryan Shibley Address: 4700 36th Ave. SW Seattle, Washington 98126	90%	90%
Thomas di'Turi Address: [redacted] Seattle , WA [redacted]	10%	10%

UNITED STATES OF AMERICA

The State of Washington

Secretary of State

I, SAM REED, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF FORMATION

to

ERIC R SHIBLEY MD PLLC

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

Date: 12/12/2012

UBI Number: 603-260-109

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

Sam Reed

Sam Reed, Secretary of State

STATE OF WASHINGTON
SECRETARY OF STATE

Professional Limited Liability Company

See attached detailed instructions

☐ **Filing Fee $180.00**

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

This Box For Office Use Only

12/12/12 2315750-002
$230.00 R
tid: 2440951

FILED
SECRETARY OF STATE
SAM REED
DECEMBER 12, 2012
STATE OF WASHINGTON

UBI Number: 603 260 109

CERTIFICATE OF FORMATION

Chapter 25.15.045 and 18.100 RCW

ARTICLE 1

NAME OF PROFESSIONAL LIMITED LIABILITY COMPANY:

Eric R Shibley MD PLLC

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

ARTICLE 2

ADDRESS OF THE PRINCIPAL PLACE OF BUSINESS:

Street Address 4425 Meridian Ave. N, #6 *City* Tulalip *State* WA *Zip* 98271

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

ARTICLE 3

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

☑ Upon filing by the Secretary of State

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

ARTICLE 4

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

☑ Perpetual existence

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

ARTICLE 5

THE PROFESSIONAL LIMITED LIABILITY COMPANY IS MANAGED BY: ☑ Members or ☑ Managers
(see instructions)

ARTICLE 6

NAME AND ADDRESS OF THE WASHINGTON STATE REGISTERED AGENT:

Name: Eric R. Shibley

Physical Location Address ***(required)***:

[redacted]

City Tulalip WA Zip Code [redacted]

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

City _____ State_____ Zip Code _____

CONSENT TO SERVE AS REGISTERED AGENT:

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

X _____ Eric R. Shibley 11/30/2012

Signature of Registered Agent Printed Name Date

ARTICLE 7

NAME, ADDRESS AND SIGNATURE OF EACH EXECUTOR: (RCW 18.100.050)
(If necessary, attach additional names, addresses and signatures)

Name: Eric R. Shibley

Address: [redacted] City Tulalip State WA Zip Code [redacted]

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

X _____ Eric R. Shibley 11/30/2012 615-554-7156

Signature of Executor Printed Name Date Phone

Name: _____

Address: _____ City _____ State_____ Zip Code_____

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

X _____

Signature of Executor Printed Name Date Phone

Additional Provisions to the Articles of Organization for

Eric R Shibley MD PLLC

Eric R Shibley MD PLLC, is incorporated as a professional limited liability company under the provisions of RWC of Washington Chapter 25.15.045 for the purposes of rendering Physician and Surgeon professional services.

Washington
Secretary of State
SAM REED

INITIAL REPORT
FEE: $10.00

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

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

Entity Name: ERIC R SHIBLEY MD PLLC
Payment Due By: 4/11/2013
Unified Business Identifier: 603-260-109
State of Incorporation: WA
Inc./Qual. Date: 12/12/2012

TO AVOID DISSOLUTION/REVOCATION, AN INITIAL REPORT MUST BE FILED AND PROCESSED PRIOR TO: 4/11/2013

Current Registered Agent/Office	**Registered Agent/Office Changes** *(Changes must be approved by the Board of Directors)*
ERIC R SHIBLEY 4425 MERIDIAN AVE N #6 TULALIP, WA98271	New Registered Agent Name _____ Consent to Appointment _____ *Signature of New Registered Agent* **Required** Street Address _____ City _____ State **WA** Zip Code _____ Optional Mailing Address _____ City _____ State **WA** Zip Code _____

INITIAL REPORT SECTION MUST BE FILLED IN COMPLETELY – TYPE OR PRINT IN BLACK INK

Principal place of business in WA _____ **WA** _____
Address *City* *Zip*

Telephone (___) _____ Email _____ Nature of Business _____

Foreign Entities - Principal office address in state/country of Origin

_____
Address *City* *State* *Zip* *Country*

CORPORATION: Print or type names and addresses of corporate officers and directors including President, Vice President, Secretary, and Treasurer. If applicable the Chair of the Board of Directors and Directors. **LLC:** Print or type names and addresses of Members or Managers. *(attach additional list if necessary)*

Name	*Title*	*Address*	*City*	*State*	*Zip*
Name	*Title*	*Address*	*City*	*State*	*Zip*
Name	*Title*	*Address*	*City*	*State*	*Zip*
Name	*Title*	*Address*	*City*	*State*	*Zip*
Name	*Title*	*Address*	*City*	*State*	*Zip*

SIGNATURE *Signature of Chairman of the Board, Officer, Member or Manager listed above* *Type or Print Name and Title* *Date*

CORPORATIONS INFORMATION AND ASSISTANCE – 360/725-0377 (TDD 360/753-1485)

Rev. 01-004 11/03

Washington
Secretary of State
SAM REED

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

Congratulations:

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

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

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

ERIC R SHIBLEY
4425 MERIDIAN AVE N #6
TULALIP, WA 98271

IMPORTANT

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

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

2. **File an Annual Report** and pay the annual license fee each year before the anniversary of the filing date for the entity. The registered agent will be sent notice of the Annual Report requirement. But it is the corporation or LLC's responsibility to file the report even if no notice is received.

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

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

Operating Agreement

ES1 LLC,
a Washington Limited Liability Company

THIS OPERATING AGREEMENT of ES1 LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

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

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

ARTICLE 1: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.3 **Additional Members.**

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

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

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

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

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

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

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

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

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

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

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

ARTICLE 4: MANAGEMENT

4.1 **Management.**

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

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

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

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

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

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

(iv) The amendment of this Agreement.

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

ARTICLE 5: ACCOUNTS AND ACCOUNTING

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

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

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

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

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

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

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

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

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

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

ARTICLE 6: MEMBERSHIP – VOTING AND MEETINGS

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

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

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

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

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

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

ARTICLE 8: DISSOLUTION

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

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

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

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

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

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

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

ARTICLE 9: INDEMNIFICATION

9.1 **Indemnification**. The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Washington law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

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

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

ARTICLE 10: GENERAL PROVISIONS

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

10.2 **Entire Agreement; Amendment**. This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Limited Liability Company Act. There are no

representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Limited Liability Company Act.

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

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

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

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

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

[Remainder Intentionally Left Blank.]

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

Dated: 8/30/2018

Signature of Eric R. Shibley

EXHIBIT A
MEMBERS

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

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

Operating Agreement

SS1 LLC,
a Washington Limited Liability Company

THIS OPERATING AGREEMENT of SS1 LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

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

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

ARTICLE 1: DEFINITIONS

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

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

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

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

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

"Manager" means each Person who has authority to manage the business and affairs of the Company pursuant to this Agreement; such Persons are listed on Exhibit B, as may be updated from time to time according to the terms of this Agreement. A Manager may be, but is not required to be, a Member.

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

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be eJ1titled as provided in this Agreement and under the Washington Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

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

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

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

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

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

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

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

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

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

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

2.1 Initial Capital Contributions . The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Membe1's name on Exhibit A to become a Member of the Company.

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

2.3 Additional Members.

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

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

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

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

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

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

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

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

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

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

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

ARTICLE 4: MANAGEMENT

4.1 Management.

A. Generally. Subject to the terms of this Agreement and the Washington Limited Liability Company Act, the business and affairs of the Company will be managed by the Board of Managers, as further described below. The Members initially nominate and elect the Person(s) set forth on Exhibit B to serve as the Manager(s) of the Company. The Managers will act under the direction of the Members and may be elected or removed at any time, for any reason or no reason, by the Members holding a majority of the Voting Interest of the Company. Exhibit B must be amended to reflect any changes in Managers.

B. Approval and Action. Unless greater or other authorization is required pursuant to this Agreement or under the Washington Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by a majority of Managers, to constitute the act of the Company or serve to bind the Company, but if the Managers cannot reach a majority vote, the dispute will be submitted to the Members to be resolved by the affirmative vote of the Members holding at least a majority of the Voting Interest of the Company. With such approval, the signature of any Managers authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved.

Without such approval, no Managers acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

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

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

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

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

(iv) The amendment of this Agreement.

4.2 Meetings of Managers. Regular meetings of the Managers are not required but may be held at such time and place as the Managers deem necessary or desirable for the reasonable management of the Company. Meetings may take place in person, by conference call, or by any other means permitted under the Washington Limited Liability Company Act. In addition, Company actions requiring a vote may be carried out without a meeting if all of the Managers consent in writing to approve the action.

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

ARTICLE 5: ACCOUNTS AND ACCOUNTING

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

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

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

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

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

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

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

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

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

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

ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

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

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

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amoU11t equal to such Member's Capital Account.

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

ARTICLE 8: DISSOLUTION

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

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

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

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

Company Agent seeking indemnification) or a majority of the Managers that are not seeking indemnification, as the case may be. Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

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

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

10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Washington. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining

provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

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

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

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

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

[Remainder Intentio1111lly Left Blank.]

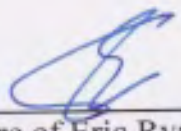
EXHIBIT A
MEMBERS

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

Members	Capital Contribution	Percentage Interest
Eric Ryan Shibley, Manager/Governor Address: 4700 36th Ave. SW Seattle, Washington 98126	100%	100%

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

Dated: 10/03/2017



Signature of Eric Ryan Shibley

Operating Agreement

The A Team Holdings,LLC,
a Washington Limited Liability Company

THIS OPERATING AGREEMENT of **The A Team Holdings** LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

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

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

ARTICLE 1: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.3 **Additional Members**.

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

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

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

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

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

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

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

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

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

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

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

ARTICLE 4: MANAGEMENT

4.1 **Management.**

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

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

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

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

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

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

(iv) The amendment of this Agreement.

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

employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

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

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

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

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

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

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

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

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

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

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

ARTICLE 6: MEMBERSHIP – VOTING AND MEETINGS

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

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

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

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

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

ARTICLE 8: DISSOLUTION

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

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

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

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

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

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

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

ARTICLE 9: INDEMNIFICATION

9.1 **Indemnification.** The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Washington law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

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

9.3 **Expenses Paid by the Company Prior to Final Disposition.** Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such

payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

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

10.2 **Entire Agreement; Amendment**. This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Limited Liability Company Act.

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

replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

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

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

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

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

[Remainder Intentionally Left Blank.]

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

Dated: 12/05/208

Signature of Eric R. Shibley

EXHIBIT A
MEMBERS

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

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

Operating Agreement

Dituri Construction LLC,
a Washington Limited Liability Company

THIS OPERATING AGREEMENT for Dituri Construction LLC of (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

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

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

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Washington Limited Liability Company Act.

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

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

Operating Agreement

Eric R Shibley MD PLLC,
a Washington Limited Liability Company

THIS OPERATING AGREEMENT of ES1 LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

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

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

ARTICLE 1: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.3 **Additional Members**.

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

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

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

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

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

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

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

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

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

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

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

ARTICLE 4: MANAGEMENT

4.1 **Management.**

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

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

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

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

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

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

(iv) The amendment of this Agreement.

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

employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

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

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

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

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

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

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

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

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

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

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

ARTICLE 6: MEMBERSHIP – VOTING AND MEETINGS

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

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

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

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

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

ARTICLE 8: DISSOLUTION

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

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

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

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

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

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

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

ARTICLE 9: INDEMNIFICATION

9.1 **Indemnification.** The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Washington law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

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

9.3 **Expenses Paid by the Company Prior to Final Disposition.** Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such

payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

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

10.2 **Entire Agreement; Amendment**. This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Limited Liability Company Act.

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

replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

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

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

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

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

[Remainder Intentionally Left Blank.]

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

Dated: 11/30/2012

Signature of Eric R. Shibley

EXHIBIT A
MEMBERS

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

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

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (the "**Agreement**") is made and entered into on May 5, 2020 (the "**Effective Date**") by and between Thomas Dituri (the "**Seller**") and Eric Shibley (the "**Buyer**"). Buyer and Seller may be referred to individually as the **Party**", or collectively, the "**Parties**".

RECITALS

WHEREAS, Seller desires to sell certain property to Buyer in an "as is" condition; and

WHEREAS, Buyer desires to purchase certain property from Seller in an "as is" condition.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. PROPERTY

Seller agrees to sell, convey, assign, and transfer to Buyer, and Buyer agrees to purchase from Seller, the following property (the "**Property**"):

Ownership interest of Dituri Construction LLC, UBI no: 604-175-163, a Washington Limited Liability corporation

It is located at N/A, , . The sale, conveyance, assignment, and transfer of said Property shall become effective as of the Effective Date.

2. "AS IS" CONDITION

Seller agrees to sell, convey, assign, and transfer to Buyer, on an "AS-IS" basis, and makes no warranties, either expressed or implied, unless otherwise stated herein, and Buyer agrees to purchase from Seller, on an "AS-IS" basis. The sale, conveyance, assignment, and transfer of said Property shall become effective as of the date set forth above, and the Seller shall deliver said Property to Buyer in "AS-IS" condition.

3. PURCHASE PRICE

Buyer shall purchase Property from Seller for the total sum of$10.00.

4. LIMITATION OF DAMAGES

Each Party hereby waives any right which it may have to claim or recover any incidental, special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages.

5. FORCE MAJEURE

Neither Party shall be in default nor liable to the other for any failure to perform directly caused by events beyond that Party's reasonable control, such as acts of nature, labor strikes, war, insurrections, riots, acts of governments, embargoes and unusually severe weather provided the affected Party notifies the other party within ten (10) days of the occurrence. Such an event is an excusable delay. THE PARTY AFFECTED BY AN EXCUSABLE DELAY SHALL TAKE ALL REASONABLE STEPS TO PERFORM DESPITE THE DELAY.

6. AMENDMENTS

This Agreement may only be changed or supplemented by a written amendment, signed by authorized representatives of each Party.

7. ASSIGNMENT

Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written approval of the other Party. Any attempted assignment or delegation without such an approval shall be void.

8. GOVERNING LAW; CHOICE OF FORUM

8.1 To the extent not preempted by federal law, the provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of , notwithstanding any choice-of-law or conflicts-of-law rules to the contrary.

8.2 The Parties agree that any legal action relating to this Agreement shall be commenced and maintained exclusively before any appropriate state court of record in the State of .

9. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall not be affected.

10. EFFECT OF TITLE AND HEADINGS

The title of the Agreement and the headings of its Sections are included for convenience and shall not affect the meaning of the Agreement or the Section.

11. WAIVER

Failure of either Party to insist in any strict conformance to any term herein or failure by either Party to act in the event of a breach or default shall not be construed as a consent to or waiver of that breach or default or any subsequent breach or default of the same or any other term contained herein.

12. ENTIRE AGREEMENT

This Agreement is the complete statement of the Parties' agreement and supersedes all previous and contemporaneous written and oral communication about its subject.

13. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same document.

14. AUTHORITY

The Parties represent that they have full capacity and authority to grant all rights and assume all obligations they have granted and assumed under this Agreement.

15. ATTORNEYS FEES

If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provision of this Agreement or other dispute concerning this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection with such legal proceeding. The term "**prevailing party**" shall mean the Party that is entitled to recover its costs in the proceeding under applicable law, or the party designated as such by the court.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

(Authorized Seller(s) Signature) 05/09/2020 (Date Signed)

(Buyer(s) Signature) 05/09/2020 (Date Signed)

WASHINGTON NOTARY ACKNOWLEDGMENT

State of Washington

County of King

I certify that I know or have satisfactory evidence that Thomas Dituri & Eric Ryan Shibley (name of person) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 05/09/2020

(Seal or Stamp)

HANNAH GRACE POTTER
Notary Public
State of Washington
Commission # 209762
My Comm. Expires Jul 29, 2023

Hannah Grace Potter

Signature

WA Notary Public

Title

My Appointment Expires: 07/29/2023

Purchase Agreement
4700 36th Ave SW
Seattle, WA 98126

DO NOT STAPLE

33333	a Control number	For Official Use Only OMB No. 1545-0008

b Kind of Payer (Check one): 941 [X] CT-1 [ ] | Military [ ] | 943 [ ] Hshld. emp. | 944 [ ] Medicare govt. emp.

Kind of Employer (Check one): None apply [X] | 501c non-govt. [ ] | State/local non-501c [ ] | State/local 501c [ ] | Federal govt. [ ] | Third-party sick pay (Check if applicable) [ ]

c Total number of Forms W-2 41	d Establishment number
e Employer identification number (EIN) [redacted]7509	1 Wages, tips, other compensation 538000
f Employer's name SS1 LLC	2 Federal income tax withheld 0
	3 Social security wages 538000
	4 Social security tax withheld 55712
	5 Medicare wages and tips 538000
	6 Medicare tax withheld 15602
	7 Social security tips
	8 Allocated tips
	9
	10 Dependent care benefits
4700 36th Ave SW Seattle WA 98126-2716 g Employer's address and ZIP code	11 Nonqualified plans
	12a Deferred compensation
h Other EIN used this year	12b
	13 For third-party sick pay use only
15 State: WA Employer's state ID number: 604-183-433	14 Income tax withheld by payer of third-party sick pay
16 State wages, tips, etc. 0	17 State income tax 0
18 Local wages, tips, etc. 0	19 Local income tax 0
Employer's contact person Eric R Shibley	Employer's telephone number 206-938-4291
Employer's fax number 206-260-1412	For Official Use Only
	Employer's email address 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: [signature] 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/bso*. First time filers, select "*Register*"; returning filers select "*Log In*."

33333

a Control number

For Official Use Only ▶
OMB No. 1545-0008

b Kind of Payer (Check one): 941 ☒ CT-1 ☐ | Military ☐ | 943 ☐ | 944 ☐ | Hshld. emp. ☐ | Medicare govt. emp. ☐

c Kind of Employer (Check one): None apply ☒ | 501c non-govt. ☐ | State/local non-501c ☐ | State/local 501c ☐ | Federal govt. ☐ | Third-party sick pay ☐

Check if applicable ☐

c Total number of Forms W-2: 6	d Establishment number
1 Wages, tips, other compensation: 459600	2 Federal income tax withheld: 0
e Employer identification number (EIN): [redacted]5849	3 Social security wages: 459600
	4 Social security tax withheld: 56990.04
f Employer's name: ES1 LLC	5 Medicare wages and tips: 459300
	6 Medicare tax withheld: 13328.40
	7 Social security tips
	8 Allocated tips
	9
	10 Dependent care benefits
4700 36th Ave SW Seattle WA 98126-2716 g Employer's address and ZIP code	11 Nonqualified plans
	12a Deferred compensation
h Other EIN used this year	13 For third-party sick pay use only: Yes
15 State: WA / Employer's state ID number: 603260109	14 Income tax withheld by payer of third-party sick pay
16 State wages, tips, etc.	17 State income tax: 0
18 Local wages, tips, etc.: 0	19 Local income tax: 0
Employer's contact person: Eric R Shibley	Employer's telephone number: 206-938-4291
Employer's fax number: 206-260-1412	Employer's email address: 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 ▶ 04/22/202020

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/bso*. 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.

33333	a Control number	For Official Use Only ▶ OMB No. 1545-0008

b Kind of Payer (Check one)	941 ☒	Military ☐	943 ☐	944 ☐	Kind of Employer (Check one)	None apply ☒	501c non-govt. ☐
	CT-1 ☐	Hshld. emp. ☐	Medicare govt. emp. ☐			State/local non-501c ☐	State/local 501c ☐
						Federal govt. ☐	Third-party sick pay (Check if applicable) ☐

c Total number of Forms W-2	d Establishment number	1 Wages, tips, other compensation	2 Federal income tax withheld
6		451152	0
e Employer identification number (EIN)		3 Social security wages	4 Social security tax withheld
[redacted]9052		451152	55942.8
f Employer's name		5 Medicare wages and tips	6 Medicare tax withheld
Eric R Shibley MD PLLC		451152	13083.4
		7 Social security tips	8 Allocated tips
		a	10 Dependent care benefits
4700 36th Ave SW Seattle WA 98126-2716		11 Nonqualified plans	12a Deferred compensation
g Employer's address and ZIP code			
h Other EIN used this year		13 For third-party sick pay use only	12b
15 State Employer's state ID number		14 Income tax withheld by payer of third-party sick pay	
WA 603260109			
16 State wages, tips, etc.	17 State income tax	18 Local wages, tips, etc.	19 Local income tax
	0	0	0
Employer's contact person		Employer's telephone number	For Official Use Only
Eric R Shibley		206-938-4291	
Employer's fax number		Employer's email address	
206-260-1412		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 ▶ 04/24/202020

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/bso*. 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.

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

950117
OMB No. 1545-0029

Employer identification number (EIN) [redacted] – [redacted] 7 5 0 9

Name (not your trade name) SS1 LLC

Trade name (if any)

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

Seattle | WA | 98126
City State ZIP code

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

Report for this Quarter of 2019 (Check one.)

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

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

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

Part 1: Answer these questions for this quarter.

1	Number of employees who received wages, tips, or other compensation for the pay period including: *Mar. 12* (Quarter 1), *June 12* (Quarter 2), *Sept. 12* (Quarter 3), or *Dec. 12* (Quarter 4)	1	41
2	Wages, tips, and other compensation	2	538000 . 00
3	Federal income tax withheld from wages, tips, and other compensation	3	0 . 00
4	If no wages, tips, and other compensation are subject to social security or Medicare tax ☐ Check and go to line 6.		

		Column 1		Column 2
5a	Taxable social security wages	538000 .	× 0.124 =	66712 . 00
5b	Taxable social security tips	.	× 0.124 =	.
5c	Taxable Medicare wages & tips	538000 .	× 0.029 =	15602 . 00
5d	Taxable wages & tips subject to Additional Medicare Tax withholding	.	× 0.009 =	.

5e	Add Column 2 from lines 5a, 5b, 5c, and 5d	5e	82314 . 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	82314 . 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	82314 . 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	82314 . 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	82314 . 00
15	Overpayment. If line 13 is more than line 12, enter the difference . Check one: ☐ Apply to next return. ☐ Send a refund.		

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

Next ►

950217

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

SSI LLC | [redacted]7509

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	27438 . 00
	Month 2	27438 . 00
	Month 3	27438 . 00
Total liability for quarter		82314 . 20 **Total must equal line 12.**

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

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

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

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

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

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

☐ Yes. Designee's name and phone number

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

☐ No.

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

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

X **Sign your name here**

Print your name here: Eric R Shibley

Print your title here: Manager

Date: 4/22/2020

Best daytime phone: 2069384291

Paid Preparer Use Only

Check if you are self-employed . . . ☐

Preparer's name | PTIN

Preparer's signature | Date / /

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

Address | Phone

City | State | ZIP code

950117

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

OMB No. 1545-0029

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

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

Trade name (if any)

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

Seattle WA 98126
City State ZIP code

Foreign country name Foreign province/county Foreign postal code

Report for this Quarter of 2019 (Check one.)

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

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

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

Part 1: Answer these questions for this quarter.

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

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

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

Next ➡

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

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

950217

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

The A Team Holdings LLC | [redacted]7088

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

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

16 Check one:

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

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

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

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

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

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

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

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

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

☐ Yes. Designee's name and phone number

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

☐ No.

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

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

X Sign your name here

Print your name here: Eric R Shibley

Print your title here: Manager

Date: 4/24/2020

Best daytime phone: 2069384291

Paid Preparer Use Only

Check if you are self-employed . . . ☐

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

950117

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

OMB No. 1545-0029

Employer identification number (EIN) [redacted] – [redacted] 7 5 0 9

Name (not your trade name) SS1 LLC

Trade name (if any)

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

Seattle | WA | 98126
City State ZIP code

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

Report for this Quarter of 2020 (Check one.)

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

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

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

Part 1: Answer these questions for this quarter.

1	Number of employees who received wages, tips, or other compensation for the pay period including: *Mar. 12* (Quarter 1), *June 12* (Quarter 2), *Sept. 12* (Quarter 3), or *Dec. 12* (Quarter 4)	1	41
2	Wages, tips, and other compensation	2	656,000.00
3	Federal income tax withheld from wages, tips, and other compensation	3	0.00
4	If no wages, tips, and other compensation are subject to social security or Medicare tax		[ ] Check and go to line 6.

		Column 1		Column 2
5a	Taxable social security wages	656000.00	× 0.124 =	81344.00
5b	Taxable social security tips	.	× 0.124 =	.
5c	Taxable Medicare wages & tips	656000.00	× 0.029 =	1885.00
5d	Taxable wages & tips subject to Additional Medicare Tax withholding	.	× 0.009 =	.

5e	Add Column 2 from lines 5a, 5b, 5c, and 5d	5e	83229.00
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	83229.00
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	83229.00
11	Qualified small business payroll tax credit for increasing research activities. Attach Form 8974	11	.
12	Total taxes after adjustments and credits. Subtract line 11 from line 10	12	.
13	Total deposits for this quarter, including overpayment applied from a prior quarter and overpayments applied from Form 941-X, 941-X (PR), 944-X, or 944-X (SP) filed in the current quarter	13	.
14	Balance due. If line 12 is more than line 13, enter the difference and see instructions	14	83229.00
15	Overpayment. If line 13 is more than line 12, enter the difference .	Check one:	[ ] Apply to next return. [ ] Send a refund.

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

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

950217

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

SS1 LLC | [redacted]7509

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	41614 . 50
	Month 2	41614 . 50
	Month 3	.
Total liability for quarter		83229 . 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: 4/29/2020

Best daytime phone: 2069384291

Paid Preparer Use Only

Check if you are self-employed . . . ☐

Preparer's name | PTIN

Preparer's signature | Date / /

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

Address | Phone

City | State | ZIP code

950117

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

OMB No. 1545-0029

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

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

Trade name (if any)

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

Seattle | WA | 98126
City | State | ZIP code

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

Report for this Quarter of 2020 (Check one.)

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

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

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

Part 1: Answer these questions for this quarter.

1	Number of employees who received wages, tips, or other compensation for the pay period including: *Mar. 12* (Quarter 1), *June 12* (Quarter 2), *Sept. 12* (Quarter 3), or *Dec. 12* (Quarter 4)	1	48
2	Wages, tips, and other compensation	2	768,000 . 00
3	Federal income tax withheld from wages, tips, and other compensation	3	0 . 00
4	If no wages, tips, and other compensation are subject to social security or Medicare tax		[ ] Check and go to line 6.

		Column 1		Column 2
5a	Taxable social security wages	768000 . 00	× 0.124 =	95232 . 00
5b	Taxable social security tips	.	× 0.124 =	.
5c	Taxable Medicare wages & tips	768000 . 00	× 0.029 =	22,272 . 00
5d	Taxable wages & tips subject to Additional Medicare Tax withholding	.	× 0.009 =	.

5e	Add Column 2 from lines 5a, 5b, 5c, and 5d	5e	117,504 . 00
5f	Section 3121(q) Notice and Demand—Tax due on unreported tips (see instructions)	5f	.
6	Total taxes before adjustments. Add lines 3, 5e, and 5f	6	117,504 . 00
7	Current quarter's adjustment for fractions of cents	7	.
8	Current quarter's adjustment for sick pay	8	.
9	Current quarter's adjustments for tips and group-term life insurance	9	.
10	Total taxes after adjustments. Combine lines 6 through 9	10	117,504 . 00
11	Qualified small business payroll tax credit for increasing research activities. Attach Form 8974	11	.
12	Total taxes after adjustments and credits. Subtract line 11 from line 10	12	.
13	Total deposits for this quarter, including overpayment applied from a prior quarter and overpayments applied from Form 941-X, 941-X (PR), 944-X, or 944-X (SP) filed in the current quarter	13	.
14	Balance due. If line 12 is more than line 13, enter the difference and see instructions	14	117504 . 00
15	Overpayment. If line 13 is more than line 12, enter the difference	.	Check one: [ ] Apply to next return. [ ] Send a refund.

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

Next ➡

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

950217

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

Employer identification number (EIN): [redacted]7088

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

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

16 Check one:

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

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

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

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

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

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

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

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

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

☐ Yes. Designee's name and phone number

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

☒ No.

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

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

X Sign your name here

Print your name here: Eric R Shibley

Print your title here: Manager

Date: 4/22/2020

Best daytime phone: 2069384291

Paid Preparer Use Only

Check if you are self-employed . . . ☐

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

950117

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

OMB No. 1545-0029

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

Name (not your trade name) Dituri Construction LLC

Trade name (if any)

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

Seattle WA
City State ZIP code

Foreign country name Foreign province/county Foreign postal code

Report for this Quarter of 2020 (Check one.)

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

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

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

Part 1: Answer these questions for this quarter.

1	Number of employees who received wages, tips, or other compensation for the pay period including: *Mar. 12* (Quarter 1), *June 12* (Quarter 2), *Sept. 12* (Quarter 3), or *Dec. 12* (Quarter 4)			1	49
2	Wages, tips, and other compensation			2	784000 . 00
3	Federal income tax withheld from wages, tips, and other compensation			3	0 . 00
4	If no wages, tips, and other compensation are subject to social security or Medicare tax				☐ Check and go to line 6.
		Column 1		Column 2	
5a	Taxable social security wages	784000 . 00	× 0.124 =	97216 . 00	
5b	Taxable social security tips	.	× 0.124 =	.	
5c	Taxable Medicare wages & tips	784000 . 00	× 0.029 =	22736 . 00	
5d	Taxable wages & tips subject to Additional Medicare Tax withholding	.	× 0.009 =	.	
5e	Add Column 2 from lines 5a, 5b, 5c, and 5d			5e	119952 . 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	119952 . 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	119952 . 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	119952 . 00
13	Total deposits for this quarter, including overpayment applied from a prior quarter and overpayments applied from Form 941-X, 941-X (PR), 944-X, or 944-X (SP) filed in the current quarter			13	.
14	Balance due. If line 12 is more than line 13, enter the difference and see instructions			14	119952 . 00
15	Overpayment. If line 13 is more than line 12, enter the difference	.	Check one: ☐ Apply to next return. ☐ Send a refund.		

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

Next ➡

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

950217

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

Dituri Construction LLC | [redacted]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	59976 . 00
	Month 2	59976 . 00
	Month 3	0 . 00
Total liability for quarter		119952 . 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: 4/22/2020

Best daytime phone: 2069384291

Paid Preparer Use Only

Check if you are self-employed . . . ☐

Preparer's name | PTIN

Preparer's signature | Date / /

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

Address | Phone

City | State | ZIP code

950117

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

OMB No. 1545-0029

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

Name (not your trade name) SFC LLC

Trade name (if any)

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

Seattle | WA | 98126
City State ZIP code

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

Report for this Quarter of 2020 (Check one.)

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

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

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

Part 1: Answer these questions for this quarter.

1 Number of employees who received wages, tips, or other compensation for the pay period including: *Mar. 12* (Quarter 1), *June 12* (Quarter 2), *Sept. 12* (Quarter 3), or *Dec. 12* (Quarter 4) — 1: 6

2 Wages, tips, and other compensation — 2: 75200 . 00

3 Federal income tax withheld from wages, tips, and other compensation — 3: 0 . 00

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

		Column 1		Column 2
5a	Taxable social security wages	75200 . 00	× 0.124 =	9324 . 80
5b	Taxable social security tips	.	× 0.124 =	.
5c	Taxable Medicare wages & tips	75200 . 00	× 0.029 =	2180 . 80
5d	Taxable wages & tips subject to Additional Medicare Tax withholding	.	× 0.009 =	.

5e Add Column 2 from lines 5a, 5b, 5c, and 5d — 5e: 11505 . 60

5f Section 3121(q) Notice and Demand—Tax due on unreported tips (see instructions) — 5f: .

6 Total taxes before adjustments. Add lines 3, 5e, and 5f — 6: 11505 . 60

7 Current quarter's adjustment for fractions of cents — 7: .

8 Current quarter's adjustment for sick pay — 8: .

9 Current quarter's adjustments for tips and group-term life insurance — 9: .

10 Total taxes after adjustments. Combine lines 6 through 9 — 10: 11505 . 60

11 Qualified small business payroll tax credit for increasing research activities. Attach Form 8974 — 11: .

12 Total taxes after adjustments and credits. Subtract line 11 from line 10 — 12: 11505 . 60

13 Total deposits for this quarter, including overpayment applied from a prior quarter and overpayments applied from Form 941-X, 941-X (PR), 944-X, or 944-X (SP) filed in the current quarter — 13: .

14 Balance due. If line 12 is more than line 13, enter the difference and see instructions — 14: 11505 . 60

15 Overpayment. If line 13 is more than line 12, enter the difference . Check one: [ ] Apply to next return. [ ] Send a refund.

Next ➡

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

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

950217

Name (not your trade name) SFS LLC

Employer identification number (EIN) [redacted]3580

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

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

16 Check one:

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

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

Tax liability:	Month 1	5752 . 80
	Month 2	5752 . 80
	Month 3	0 . 00
Total liability for quarter		11505 . 60 Total must equal line 12.

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

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

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

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

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

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

☐ Yes. Designee's name and phone number

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

☐ No.

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

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

X Sign your name here

Print your name here: Eric R Shibley

Print your title here: Manager

Date 4/22/2020

Best daytime phone 2069384291

Paid Preparer Use Only

Check if you are self-employed . . . ☐

Preparer's name

PTIN

Preparer's signature

Date / /

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

EIN

Address

Phone

City State ZIP code

950117

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

Employer identification number (EIN) [redacted] – [redacted] 0 5 2

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.)

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

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

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

Part 1: Answer these questions for this quarter.

1 Number of employees who received wages, tips, or other compensation for the pay period including: *Mar. 12* (Quarter 1), *June 12* (Quarter 2), *Sept. 12* (Quarter 3), or *Dec. 12* (Quarter 4) — 1: 5

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

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

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

		Column 1		Column 2
5a	Taxable social security wages	75800 .	× 0.124 =	9399 . 20
5b	Taxable social security tips	.	× 0.124 =	.
5c	Taxable Medicare wages & tips	75800 .	× 0.029 =	2198 . 20
5d	Taxable wages & tips subject to Additional Medicare Tax withholding	.	× 0.009 =	.

5e Add Column 2 from lines 5a, 5b, 5c, and 5d — 5e: 11597 . 40

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: 11597 . 40

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: 11597 . 40

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: 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 — 13: .

14 Balance due. If line 12 is more than line 13, enter the difference and see instructions — 14: 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.

Next ➡

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

950217

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

Eric R Shibley MD PLLC | [redacted]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 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	

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

950117
OMB No. 1545-0029

Employer identification number (EIN) [redacted] – [redacted] 5 8 4 9

Name (not your trade name) ES1 LLC

Trade name (if any)

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

Seattle | WA | 98126
City State ZIP code

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

Report for this Quarter of 2020 (Check one.)

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

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

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

Part 1: Answer these questions for this quarter.

1	Number of employees who received wages, tips, or other compensation for the pay period including: *Mar. 12* (Quarter 1), *June 12* (Quarter 2), *Sept. 12* (Quarter 3), or *Dec. 12* (Quarter 4)	1	5
2	Wages, tips, and other compensation	2	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 .	× 0.124 =	9498 . 40
5b	Taxable social security tips	.	× 0.124 =	.
5c	Taxable Medicare wages & tips	76600 .	× 0.029 =	2221 . 40
5d	Taxable wages & tips subject to Additional Medicare Tax withholding	.	× 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.

Next ➡

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

950217

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

ESI LLC | [redacted]5849

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

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

16 Check one:

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

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

Tax liability:	Month 1	5859.90
	Month 2	5859.90
	Month 3	0.00
Total liability for quarter		11719.80 Total must equal line 12.

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

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

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

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

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

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

☐ Yes. Designee's name and phone number

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

☒ No.

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

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

X **Sign your name here**

Print your name here: Eric R Shibley

Print your title here: Manager

Date: 4/22/2020

Best daytime phone: 2069384291

Paid Preparer Use Only

Check if you are self-employed . . . ☐

Preparer's name | PTIN

Preparer's signature | Date / /

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

Address | Phone

City | State | ZIP code

UNITED STATES OF AMERICA

The State of Washington

Secretary of State

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

CERTIFICATE OF EXISTENCE

OF

SFC LLC

I CERTIFY that the records on file in this office show that the above named entity was formed under the laws of the State of Washington and that its public organic record was filed in Washington and became effective on 11/03/2017.

I FURTHER CERTIFY that the entity's duration is Perpetual, and that as of the date of this certificate, the records of the Secretary of State do not reflect that this entity has been dissolved.

I FURTHER CERTIFY that all fees, interest, and penalties owed and collected through the Secretary of State have been paid.

I FURTHER CERTIFY that the most recent annual report has been delivered to the Secretary of State for filing and that proceedings for administrative dissolution are not pending.

Issued Date: 06/03/2020
UBI Number: 604 183 433

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

Kim Wyman, Secretary of State

Date Issued: 06/03/2020

BUSINESS INFORMATION

Business Name:
SFC LLC

UBI Number:
604 183 433

Business Type:
WA LIMITED LIABILITY COMPANY

Business Status:
ACTIVE

Principal Office Street Address:
4700 36TH AVE SW, SEATTLE, WA, 98126-2716, UNITED STATES

Principal Office Mailing Address:
4700 36TH AVE SW, SEATTLE, WA, 98126-2716, UNITED STATES

Expiration Date:
11/30/2020

Jurisdiction:
UNITED STATES, WASHINGTON

Formation/ Registration Date:
11/03/2017

Period of Duration:
PERPETUAL

Inactive Date:

Nature of Business:
ANY LAWFUL PURPOSE, CONSTRUCTION

REGISTERED AGENT INFORMATION

Registered Agent Name:
ERIC SHIBLEY

Street Address:
4700 36TH AVE SW, SEATTLE, WA, 98126-2716, UNITED STATES

Mailing Address:
4700 36TH AVE SW, SEATTLE, WA, 98126-2716, UNITED STATES

GOVERNORS

Title	Governors Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		ERIC	SHIBLEY

Operating Agreement

SFC LLC,
a Washington Limited Liability Company

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

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

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

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Washington Limited Liability Company Act.

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

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

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

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

"Manager" means each Person who has authority to manage the business and affairs of the Company pursuant to this Agreement; such Persons are listed on Exhibit B, as may be updated from time to time according to the terms of this Agreement. A Manager may be, but is not required to be, a Member.

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

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be eJ1titled as provided in this Agreement and under the Washington Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

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

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

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

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

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

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

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

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

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

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

2.1 Initial Capital Contributions . The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Membe1's name on Exhibit A to become a Member of the Company.

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

2.3 Additional Members.

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

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

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

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

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

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

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

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

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

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

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

ARTICLE 4: MANAGEMENT

4.1 Management.

A. Generally. Subject to the terms of this Agreement and the Washington Limited Liability Company Act, the business and affairs of the Company will be managed by the Board of Managers, as further described below. The Members initially nominate and elect the Person(s) set forth on Exhibit B to serve as the Manager(s) of the Company. The Managers will act under the direction of the Members and may be elected or removed at any time, for any reason or no reason, by the Members holding a majority of the Voting Interest of the Company. Exhibit B must be amended to reflect any changes in Managers.

B. Approval and Action. Unless greater or other authorization is required pursuant to this Agreement or under the Washington Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by a majority of Managers, to constitute the act of the Company or serve to bind the Company, but if the Managers cannot reach a majority vote, the dispute will be submitted to the Members to be resolved by the affirmative vote of the Members holding at least a majority of the Voting Interest of the Company. With such approval, the signature of any Managers authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved.

Without such approval, no Managers acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

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

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

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

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

(iv) The amendment of this Agreement.

4.2 Meetings of Managers. Regular meetings of the Managers are not required but may be held at such time and place as the Managers deem necessary or desirable for the reasonable management of the Company. Meetings may take place in person, by conference call, or by any other means permitted under the Washington Limited Liability Company Act. In addition, Company actions requiring a vote may be carried out without a meeting if all of the Managers consent in writing to approve the action.

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

ARTICLE 5: ACCOUNTS AND ACCOUNTING

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

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

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

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

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

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

5.3 Income Tax Returns. Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and rep or ts anda copy of the Company's federal, state, and local tax information or income tax retun1S and reports for such year.

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

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

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

ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

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

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

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amoU11t equal to such Member's Capital Account.

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

ARTICLE 8: DISSOLUTION

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

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

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

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

Company Agent seeking indemnification) or a majority of the Managers that are not seeking indemnification, as the case may be. Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

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

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

10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Washington. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining

provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

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

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

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

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

[Remainder Intentio1111lly Left Blank.]

EXHIBIT A
MEMBERS

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

Members	Capital Contribution	Percentage Interest
Eric Ryan Shibley, Manager/Governor Address: 4700 36th Ave. SW Seattle, Washington 98126	100%	100%

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

Dated: 11/19/2017

Signature of Eric Ryan Shibley

DO NOT STAPLE

33333 | a Control number | For Official Use Only ▶ OMB No. 1545-0008

b Kind of Payer (Check one): 941 [X] | CT-1 [ ] | Military [ ] | Hshld. emp. [ ] | 943 [ ] | Medicare govt. emp. [ ] | 944 [ ]

Kind of Employer (Check one): None apply [X] | State/local non-501c [ ] | 501c non-govt. [ ] | State/local 501c [ ] | Federal govt. [ ] | Third-party sick pay (Check if applicable) [ ]

c Total number of Forms W-2: 6	d Establishment number
1 Wages, tips, other compensation: 451200	2 Federal income tax withheld: 0
e Employer identification number (EIN): [redacted]3580	3 Social security wages: 451200
	4 Social security tax withheld: 55948.8
f Employer's name: SFC LLC	5 Medicare wages and tips: 451200
	6 Medicare tax withheld: 13084.8
	7 Social security tips
	8 Allocated tips
	9
	10 Dependent care benefits
4700 36th Ave SW Seattle WA 98126-2716 g Employer's address and ZIP code	11 Nonqualified plans
	12a Deferred compensation
h Other EIN used this year	13 For third-party sick pay use only
	12b
15 State: WA / Employer's state ID number: 603183433	14 Income tax withheld by payer of third-party sick pay
16 State wages, tips, etc.	17 State income tax: 0
18 Local wages, tips, etc.: 0	19 Local income tax: 0
Employer's contact person: Eric R Shibley	Employer's telephone number: 206-938-4291
	For Official Use Only
Employer's fax number: 206-260-1412	Employer's email address: shibley98271@gmail.com

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

Signature ▶ Eric R Shibley Title ▶ Manager Date ▶ 04/24/202020

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/bso*. First time filers, select *"Register"*; returning filers select *"Log In."*

When To File Paper Forms

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

Where To File Paper Forms

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

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

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

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

Cat. No. 10159Y

WASHINGTON STATE DEPARTMENT OF
LICENSING

21 1933920392865301

CLASS

ENDORSEMENTS:
NONE

RESTRICTIONS:
B-Corrective Lenses must be worn

12/10/1978

Please notify the Department of Licensing within 10 days of a change of address.

WA
USA WASHINGTON

DRIVER LICENSE
FEDERAL LIMITS APPLY

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

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

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

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

5 DD WDL67B54F1SBR1206193H1225

REV 11/12/2019

R12061Q3H1225

Paycheck Protection Program
Borrower Application Form

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

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

DBA or Tradename if Applicable

Business Legal Name		
Dituri Construction LLC		
Business Address	**Business TIN (EIN, SSN)**	**Business Phone**
4700 36th ave SW Seattle WA 98126	[redacted]3508	2069384291
	Primary Contact	**Email Address**
	Eric Shibley	shibley98271@gmail.com

Average Monthly Payroll:	$ 392000	x 2.5 = EIDL, Net of Advance (if Applicable) Equals Loan Request:	$ 980000	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 R Shibley	Manager	100	[redacted]526	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 → ers	☐	☒
6. Within the last 5 years, for any felony, has the Applicant (if an individual) or any owner of the Applicant 1) been convicted; 2) pleaded guilty; 3) pleaded nolo contendere; 4) been placed on pretrial diversion; or 5) been placed on any form of parole or probation (including probation before judgment)? Initial here to confirm your response to question 6 → ers	☐	☒
7. Is the United States the principal place of residence for all employees of the Applicant included in the Applicant's payroll calculation above?	☒	☐
8. Is the Applicant a franchise that is listed in the SBA's Franchise Directory?	☐	☒

Paycheck Protection Program
Borrower Application Form

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

CERTIFICATIONS AND AUTHORIZATIONS

I certify that:

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

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

CERTIFICATIONS

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

er ___ 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.

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

er ___ 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.

er ___ 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.

er ___ 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.

er ___ 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.

er ___ 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.

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

Signature of Authorized Representative of Applicant

Eric R Shibley

Print Name

06/04/2020

Date

Manager

Title

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	[redacted]	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

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

Applicant Ownership

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

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

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

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

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

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

Paycheck Protection Program
Borrower Application Form

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

CERTIFICATIONS AND AUTHORIZATIONS

I certify that:

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

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

CERTIFICATIONS

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

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

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

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

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

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

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

ers I further certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 USC 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to $250,000; under 15 USC 645 by imprisonment of not more than two years and/or a fine of not more than $5,000; and, if submitted to a federally insured institution, under 18 USC 1014 by imprisonment of not more than thirty years and/or a fine of not more than $1,000,000.

ers I acknowledge that the lender will confirm the eligible loan amount using required documents submitted. I understand, acknowledge and agree that the Lender can share any tax information that I have provided with SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, for the purpose of compliance with SBA Loan Program Requirements and all SBA reviews.

	04/15/2020
Signature of Authorized Representative of Applicant	Date
Eric R Shibley	04/15/2020
Print Name	Title

Paycheck Protection Program
Borrower Application Form

Purpose of this form:

This form is to be completed by the authorized representative of the Applicant and ***submitted to your SBA Participating Lender***. Submission of the requested information is required to make a determination regarding eligibility for financial assistance. Failure to submit the information would affect thatdetermination.

Instructions for completing this form:

With respect to "purpose of the loan," payroll costs consist of compensation to employees (whose principal place of residence is the United States) in the form of salary, wages, commissions, or similar compensation; cash tips or the equivalent (based on employer records of past tips or, in the absence of such records, a reasonable, good-faith employer estimate of such tips); payment for vacation, parental, family, medical, or sick leave; allowance for separation or dismissal; payment for the provision of employee benefits consisting of group health care coverage, including insurance premiums, and retirement; payment of state and local taxes assessed on compensation of employees; and for an independent contractor or sole proprietor, wage, commissions, income, or net earnings from self-employment or similar compensation.

For purposes of calculating "Average Monthly Payroll," most Applicants will use the average monthly payroll for 2019, excluding costs over $100,000 on an annualized basis for each employee. For seasonal businesses, the Applicant may elect to instead use average monthly payroll for the time period between February 15, 2019 and June 30, 2019, excluding costs over $100,000 on an annualized basis for each employee. For new businesses, average monthly payroll may be calculated using the time period from January 1, 2020 to February 29, 2020, excluding costs over $100,000 on an annualized basis for each employee.

If Applicant is refinancing an Economic Injury Disaster Loan (EIDL): Add the outstanding amount of an EIDL made between January 31, 2020 and April 3, 2020, less the amount of any "advance" under an EIDL COVID-19 loan, to Loan Request as indicated on the form.

All parties listed below are considered owners of the Applicant as defined in 13 CFR § 120.10, as well as "principals":

- For a sole proprietorship, the sole proprietor;
- For a partnership, all general partners, and all limited partners owning 20% or more of the equity of the firm;
- For a corporation, all owners of 20% or more of the corporation;
- For limited liability companies, all members owning 20% or more of the company; and
- Any Trustor (if the Applicant is owned by a trust).

Paperwork Reduction Act – You are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. The estimated time for completing this application, including gathering data needed, is 8 minutes. Comments about this time or the information requested should be sent to : Small Business Administration, Director, Records Management Division, 409 3rd St., SW, Washington DC 20416., and/or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Washington DC 20503.

Privacy Act (5 U.S.C. 552a) – Under the provisions of the Privacy Act, you are not required to provide your social security number. Failure to provide your social security number may not affect any right, benefit or privilege to which you are entitled. (But see Debt Collection Notice regarding taxpayer identification number below.) Disclosures of name and other personal identifiers are required to provide SBA with sufficient information to make a character determination. When evaluating character, SBA considers the person's integrity, candor, and disposition toward criminal actions. Additionally, SBA is specifically authorized to verify your criminal history, or lack thereof, pursuant to section 7(a)(1)(B), 15 USC Section 636(a)(1)(B) of the Small Business Act (the Act).

Disclosure of Information – Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act. The Privacy Act authorizes SBA to make certain "routine uses" of information protected by that Act. One such routine use is the disclosure of information maintained in SBA's system of records when this information indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature. Specifically, SBA may refer the information to the appropriate agency, whether Federal, State, local or foreign, charged with responsibility for, or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. Another routine use is disclosure to other Federal agencies conducting background checks but only to the extent the information is relevant to the requesting agencies' function. See, 74 F.R. 14890 (2009), and as amended from time to time for additional background and other routine uses. In addition, the CARES Act, requires SBA to register every loan made under the Paycheck Protection Act using the Taxpayer Identification Number (TIN) assigned to the borrower.

Debt Collection Act of 1982, Deficit Reduction Act of 1984 (31 U.S.C. 3701 et seq. and other titles) – SBA must obtain your taxpayer identification number when you apply for a loan. If you receive a loan, and do not make payments as they come due, SBA may: (1) report the status of your loan(s) to credit bureaus, (2) hire a collection agency to collect your loan, (3) offset your income tax refund or other amounts due to you from the Federal Government, (4) suspend or debar you or your company from doing business with the Federal Government, (5) refer your loan to the Department of Justice, or (6) foreclose on collateral or take other action permitted in the loan instruments.

Right to Financial Privacy Act of 1978 (12 U.S.C. 3401) – The Right to Financial Privacy Act of 1978, grants SBA access rights to financial records held by financial institutions that are or have been doing business with you or your business including any financial

institutions participating in a loan or loan guaranty. SBA is only required provide a certificate of its compliance with the Act to a financial institution in connection with its first request for access to your financial records. SBA's access rights continue for the term of any approved loan guaranty agreement. SBA is also authorized to transfer to another Government authority any financial records concerning an approved loan or loan guarantee, as necessary to process, service or foreclose on a loan guaranty or collect on a defaulted loan guaranty.

Freedom of Information Act (5 U.S.C. 552) – Subject to certain exceptions, SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that will be automatically released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the names of the borrowers (and their officers, directors, stockholders or partners), the collateral pledged to secure the loan, the amount of the loan, its purpose in general terms and the maturity. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.

Occupational Safety and Health Act (15 U.S.C. 651 et seq.) – The Occupational Safety and Health Administration (OSHA) can require businesses to modify facilities and procedures to protect employees. Businesses that do not comply may be fined, forced to cease operations, or prevented from starting operations. Signing this form is certification that the applicant, to the best of its knowledge, is in compliance with the applicable OSHA requirements, and will remain in compliance during the life of the loan.

Civil Rights (13 C.F.R. 112, 113, 117) – All businesses receiving SBA financial assistance must agree not to discriminate in any business practice, including employment practices and services to the public on the basis of categories cited in 13 C.F.R., Parts 112, 113, and 117 of SBA Regulations. All borrowers must display the "Equal Employment Opportunity Poster" prescribed by SBA.

Equal Credit Opportunity Act (15 U.S.C. 1691) – Creditors are prohibited from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

Debarment and Suspension Executive Order 12549; (2 CFR Part 180 and Part 2700) – By submitting this loan application, you certify that neither the Applicant or any owner of the Applicant have within the past three years been: (a) debarred, suspended, declared ineligible or voluntarily excluded from participation in a transaction by any Federal Agency; (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted, or had a civil judgment rendered against you for any of the offenses listed in the regulations or (d) delinquent on any amounts owed to the U.S. Government or its instrumentalities as of the date of execution of this certification.

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	[redacted]	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
Purpose of the loan (select more than one):	☒ Payroll ☒ Lease / Mortgage Interest ☒ Utilities ☒ Other (explain): employee benefits				

Applicant Ownership

List all owners of 20% or more of the equity of the Applicant. Attach a separate sheet if necessary.

Owner Name	Title	Ownership %	TIN (EIN, SSN)	Address
Eric R Shibley	Manager	100	[redacted]	4700 36th Ave SW Seattle W

If questions (1) or (2) below are answered "Yes," the loan will not be approved.

Question	Yes	No
1. Is the Applicant or any owner of the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy?	☐	☒
2. Has the Applicant, any owner of the Applicant, or any business owned or controlled by any of them, ever obtained a direct or guaranteed loan from SBA or any other Federal agency that is currently delinquent or has defaulted in the last 7 years and caused a loss to the government?	☐	☒
3. Is the Applicant or any owner of the Applicant an owner of any other business, or have common management with, any other business? If yes, list all such businesses and describe the relationship on a separate sheet identified as addendum A.	☒	☐
4. Has the Applicant received an SBA Economic Injury Disaster Loan between January 31, 2020 and April 3, 2020? If yes, provide details on a separate sheet identified as addendum B.	☐	☒

If questions (5) or (6) are answered "Yes," the loan will not be approved.

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5. Is the Applicant (if an individual) or any individual owning 20% or more of the equity of the Applicant subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction, or presently incarcerated, or on probation or parole? Initial here to confirm your response to question 5 → ers	☐	☒
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Paycheck Protection Program
Borrower Application Form

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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).
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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.

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CERTIFICATIONS

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	04/15/2020
Signature of Authorized Representative of Applicant	Date
Eric R Shibley	04/15/2020
Print Name	Title

Paycheck Protection Program
Borrower Application Form

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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.

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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;
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- Any Trustor (if the Applicant is owned by a trust).

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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.

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Debarment and Suspension Executive Order 12549; (2 CFR Part 180 and Part 2700) – By submitting this loan application, you certify that neither the Applicant or any owner of the Applicant have within the past three years been: (a) debarred, suspended, declared ineligible or voluntarily excluded from participation in a transaction by any Federal Agency; (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted, or had a civil judgment rendered against you for any of the offenses listed in the regulations or (d) delinquent on any amounts owed to the U.S. Government or its instrumentalities as of the date of execution of this certification.

Paycheck Protection Program
Borrower Application Form

OMB Control No.: 3245-0407
Expiration Date: 09/30/2020

Check One: ☐ 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	[redacted]	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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Question	Yes	No
1. Is the Applicant or any owner of the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy?	☐	☒
2. Has the Applicant, any owner of the Applicant, or any business owned or controlled by any of them, ever obtained a direct or guaranteed loan from SBA or any other Federal agency that is currently delinquent or has defaulted in the last 7 years and caused a loss to the government?	☐	☒
3. Is the Applicant or any owner of the Applicant an owner of any other business, or have common management with, any other business? If yes, list all such businesses and describe the relationship on a separate sheet identified as addendum A.	☒	☐
4. Has the Applicant received an SBA Economic Injury Disaster Loan between January 31, 2020 and April 3, 2020? If yes, provide details on a separate sheet identified as addendum B.	☐	☒

If questions (5) or (6) are answered "Yes," the loan will not be approved.

Question	Yes	No
5. Is the Applicant (if an individual) or any individual owning 20% or more of the equity of the Applicant subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction, or presently incarcerated, or on probation or parole? Initial here to confirm your response to question 5 → ers	☐	☒
6. Within the last 5 years, for any felony, has the Applicant (if an individual) or any owner of the Applicant 1) been convicted; 2) pleaded guilty; 3) pleaded nolo contendere; 4) been placed on pretrial diversion; or 5) been placed on any form of parole or probation (including probation before judgment)? Initial here to confirm your response to question 6 → ers	☐	☒
7. Is the United States the principal place of residence for all employees of the Applicant included in the Applicant's payroll calculation above?	☒	☐
8. Is the Applicant a franchise that is listed in the SBA's Franchise Directory?	☐	☒

Paycheck Protection Program
Borrower Application Form

By Signing Below, You Make the Following Representations, Authorizations, and Certifications

CERTIFICATIONS AND AUTHORIZATIONS

I certify that:

- I have read the statements included in this form, including the Statements Required by Law and Executive Orders, and I understand them.
- The Applicant is eligible to receive a loan under the rules in effect at the time this application is submitted that have been issued by the Small Business Administration (SBA) implementing the Paycheck Protection Program under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (the Paycheck Protection Program Rule).
- The Applicant (1) is an independent contractor, eligible self-employed individual, or sole proprietor or (2) employs no more than the greater of 500 or employees or, if applicable, the size standard in number of employees established by the SBA in 13 C.F.R. 121.201 for the Applicant's industry.
- I will comply, whenever applicable, with the civil rights and other limitations in this form.
- All SBA loan proceeds will be used only for business-related purposes as specified in the loan application and consistent with the Paycheck Protection Program Rule.
- To the extent feasible, I will purchase only American-made equipment and products.
- The Applicant is not engaged in any activity that is illegal under federal, state or local law.
- Any loan received by the Applicant under Section 7(b)(2) of the Small Business Act between January 31, 2020 and April 3, 2020 was for a purpose other than paying payroll costs and other allowable uses loans under the Paycheck Protection Program Rule.

For Applicants who are individuals: I authorize the SBA to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for programs authorized by the Small Business Act, as amended.

CERTIFICATIONS

The authorized representative of the Applicant must certify in good faith to all of the below by **initialing** next to each one:

ers The Applicant was in operation on February 15, 2020 and had employees for whom it paid salaries and payroll taxes or paid independent contractors, as reported on Form(s) 1099-MISC.

ers Current economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant.

ers The funds will be used to retain workers and maintain payroll or make mortgage interest payments, lease payments, and utility payments, as specified under the Paycheck Protection Program Rule; I understand that if the funds are knowingly used for unauthorized purposes, the federal government may hold me legally liable, such as for charges of fraud.

ers The Applicant will provide to the Lender documentation verifying the number of full-time equivalent employees on the Applicant's payroll as well as the dollar amounts of payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities for the eight-week period following this loan.

ers I understand that loan forgiveness will be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities, and not more than 25% of the forgiven amount may be for non-payroll costs.

ers During the period beginning on February 15, 2020 and ending on December 31, 2020, the Applicant has not and will not receive another loan under the Paycheck Protection Program.

ers I further certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 USC 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to $250,000; under 15 USC 645 by imprisonment of not more than two years and/or a fine of not more than $5,000; and, if submitted to a federally insured institution, under 18 USC 1014 by imprisonment of not more than thirty years and/or a fine of not more than $1,000,000.

ers I acknowledge that the lender will confirm the eligible loan amount using required documents submitted. I understand, acknowledge and agree that the Lender can share any tax information that I have provided with SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, for the purpose of compliance with SBA Loan Program Requirements and all SBA reviews.

	04/15/2020
Signature of Authorized Representative of Applicant	Date
Eric R Shibley	04/15/2020
Print Name	Title

Paycheck Protection Program
Borrower Application Form

Purpose of this form:

This form is to be completed by the authorized representative of the Applicant and ***submitted to your SBA Participating Lender***. Submission of the requested information is required to make a determination regarding eligibility for financial assistance. Failure to submit the information would affect thatdetermination.

Instructions for completing this form:

With respect to "purpose of the loan," payroll costs consist of compensation to employees (whose principal place of residence is the United States) in the form of salary, wages, commissions, or similar compensation; cash tips or the equivalent (based on employer records of past tips or, in the absence of such records, a reasonable, good-faith employer estimate of such tips); payment for vacation, parental, family, medical, or sick leave; allowance for separation or dismissal; payment for the provision of employee benefits consisting of group health care coverage, including insurance premiums, and retirement; payment of state and local taxes assessed on compensation of employees; and for an independent contractor or sole proprietor, wage, commissions, income, or net earnings from self-employment or similar compensation.

For purposes of calculating "Average Monthly Payroll," most Applicants will use the average monthly payroll for 2019, excluding costs over $100,000 on an annualized basis for each employee. For seasonal businesses, the Applicant may elect to instead use average monthly payroll for the time period between February 15, 2019 and June 30, 2019, excluding costs over $100,000 on an annualized basis for each employee. For new businesses, average monthly payroll may be calculated using the time period from January 1, 2020 to February 29, 2020, excluding costs over $100,000 on an annualized basis for each employee.

If Applicant is refinancing an Economic Injury Disaster Loan (EIDL): Add the outstanding amount of an EIDL made between January 31, 2020 and April 3, 2020, less the amount of any "advance" under an EIDL COVID-19 loan, to Loan Request as indicated on the form.

All parties listed below are considered owners of the Applicant as defined in 13 CFR § 120.10, as well as "principals":

- For a sole proprietorship, the sole proprietor;
- For a partnership, all general partners, and all limited partners owning 20% or more of the equity of the firm;
- For a corporation, all owners of 20% or more of the corporation;
- For limited liability companies, all members owning 20% or more of the company; and
- Any Trustor (if the Applicant is owned by a trust).

Paperwork Reduction Act – You are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. The estimated time for completing this application, including gathering data needed, is 8 minutes. Comments about this time or the information requested should be sent to : Small Business Administration, Director, Records Management Division, 409 3rd St., SW, Washington DC 20416., and/or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Washington DC 20503.

Privacy Act (5 U.S.C. 552a) – Under the provisions of the Privacy Act, you are not required to provide your social security number. Failure to provide your social security number may not affect any right, benefit or privilege to which you are entitled. (But see Debt Collection Notice regarding taxpayer identification number below.) Disclosures of name and other personal identifiers are required to provide SBA with sufficient information to make a character determination. When evaluating character, SBA considers the person's integrity, candor, and disposition toward criminal actions. Additionally, SBA is specifically authorized to verify your criminal history, or lack thereof, pursuant to section 7(a)(1)(B), 15 USC Section 636(a)(1)(B) of the Small Business Act (the Act).

Disclosure of Information – Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act. The Privacy Act authorizes SBA to make certain "routine uses" of information protected by that Act. One such routine use is the disclosure of information maintained in SBA's system of records when this information indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature. Specifically, SBA may refer the information to the appropriate agency, whether Federal, State, local or foreign, charged with responsibility for, or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. Another routine use is disclosure to other Federal agencies conducting background checks but only to the extent the information is relevant to the requesting agencies' function. See, 74 F.R. 14890 (2009), and as amended from time to time for additional background and other routine uses. In addition, the CARES Act, requires SBA to register every loan made under the Paycheck Protection Act using the Taxpayer Identification Number (TIN) assigned to the borrower.

Debt Collection Act of 1982, Deficit Reduction Act of 1984 (31 U.S.C. 3701 et seq. and other titles) – SBA must obtain your taxpayer identification number when you apply for a loan. If you receive a loan, and do not make payments as they come due, SBA may: (1) report the status of your loan(s) to credit bureaus, (2) hire a collection agency to collect your loan, (3) offset your income tax refund or other amounts due to you from the Federal Government, (4) suspend or debar you or your company from doing business with the Federal Government, (5) refer your loan to the Department of Justice, or (6) foreclose on collateral or take other action permitted in the loan instruments.

Right to Financial Privacy Act of 1978 (12 U.S.C. 3401) – The Right to Financial Privacy Act of 1978, grants SBA access rights to financial records held by financial institutions that are or have been doing business with you or your business including any financial

institutions participating in a loan or loan guaranty. SBA is only required provide a certificate of its compliance with the Act to a financial institution in connection with its first request for access to your financial records. SBA's access rights continue for the term of any approved loan guaranty agreement. SBA is also authorized to transfer to another Government authority any financial records concerning an approved loan or loan guarantee, as necessary to process, service or foreclose on a loan guaranty or collect on a defaulted loan guaranty.

Freedom of Information Act (5 U.S.C. 552) – Subject to certain exceptions, SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that will be automatically released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the names of the borrowers (and their officers, directors, stockholders or partners), the collateral pledged to secure the loan, the amount of the loan, its purpose in general terms and the maturity. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.

Occupational Safety and Health Act (15 U.S.C. 651 et seq.) – The Occupational Safety and Health Administration (OSHA) can require businesses to modify facilities and procedures to protect employees. Businesses that do not comply may be fined, forced to cease operations, or prevented from starting operations. Signing this form is certification that the applicant, to the best of its knowledge, is in compliance with the applicable OSHA requirements, and will remain in compliance during the life of the loan.

Civil Rights (13 C.F.R. 112, 113, 117) – All businesses receiving SBA financial assistance must agree not to discriminate in any business practice, including employment practices and services to the public on the basis of categories cited in 13 C.F.R., Parts 112, 113, and 117 of SBA Regulations. All borrowers must display the "Equal Employment Opportunity Poster" prescribed by SBA.

Equal Credit Opportunity Act (15 U.S.C. 1691) – Creditors are prohibited from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

Debarment and Suspension Executive Order 12549; (2 CFR Part 180 and Part 2700) – By submitting this loan application, you certify that neither the Applicant or any owner of the Applicant have within the past three years been: (a) debarred, suspended, declared ineligible or voluntarily excluded from participation in a transaction by any Federal Agency; (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted, or had a civil judgment rendered against you for any of the offenses listed in the regulations or (d) delinquent on any amounts owed to the U.S. Government or its instrumentalities as of the date of execution of this certification.

Paycheck Protection Program
Borrower Application Form

OMB Control No.: 3245-0407
Expiration Date: 09/30/2020

Check One: ☐ Sole proprietor ☐ Partnership ☐ C-Corp ☐ S-Corp ☒ LLC ☐ Independent contractor ☐ Eligible self-employed individual ☐ 501(c)(3) nonprofit ☐ 501(c)(19) veterans organization ☐ Tribal business (sec. 31(b)(2)(C) of Small Business Act) ☐ Other	**DBA or Tradename if Applicable**
Business Legal Name	
Eric R Shibley MD PLLC	

Business Address	**Business TIN (EIN, SSN)**	**Business Phone**
4700 36th Ave SW Seattle WA 98126	[redacted]9052	(206)938-4291
	Primary Contact	**Email Address**
	Eric Shibley	shibleymedical@outlook.com

Average Monthly Payroll:	$ 39,250	x 2.5 + EIDL, Net of Advance (if Applicable) Equals Loan Request:	$ 98,125	Number of Employees:	6
Purpose of the loan (select more than one):	☒Payroll ☒Lease / Mortgage Interest ☒Utilities ☒Other (explain): employee expenses				

Applicant Ownership

List all owners of 20% or more of the equity of the Applicant. Attach a separate sheet if necessary.

Owner Name	Title	Ownership %	TIN (EIN, SSN)	Address
Eric R Shibley	Manager	100	[redacted]-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 → ers	☐	☒
6. Within the last 5 years, for any felony, has the Applicant (if an individual) or any owner of the Applicant 1) been convicted; 2) pleaded guilty; 3) pleaded nolo contendere; 4) been placed on pretrial diversion; or 5) been placed on any form of parole or probation (including probation before judgment)? Initial here to confirm your response to question 6 → ers	☐	☒
7. Is the United States the principal place of residence for all employees of the Applicant included in the Applicant's payroll calculation above?	☒	☐
8. Is the Applicant a franchise that is listed in the SBA's Franchise Directory?	☐	☒

Paycheck Protection Program
Borrower Application Form

By Signing Below, You Make the Following Representations, Authorizations, and Certifications

CERTIFICATIONS AND AUTHORIZATIONS

I certify that:

- I have read the statements included in this form, including the Statements Required by Law and Executive Orders, and I understand them.
- The Applicant is eligible to receive a loan under the rules in effect at the time this application is submitted that have been issued by the Small Business Administration (SBA) implementing the Paycheck Protection Program under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (the Paycheck Protection Program Rule).
- The Applicant (1) is an independent contractor, eligible self-employed individual, or sole proprietor or (2) employs no more than the greater of 500 or employees or, if applicable, the size standard in number of employees established by the SBA in 13 C.F.R. 121.201 for the Applicant's industry.
- I will comply, whenever applicable, with the civil rights and other limitations in this form.
- All SBA loan proceeds will be used only for business-related purposes as specified in the loan application and consistent with the Paycheck Protection Program Rule.
- To the extent feasible, I will purchase only American-made equipment and products.
- The Applicant is not engaged in any activity that is illegal under federal, state or local law.
- Any loan received by the Applicant under Section 7(b)(2) of the Small Business Act between January 31, 2020 and April 3, 2020 was for a purpose other than paying payroll costs and other allowable uses loans under the Paycheck Protection Program Rule.

For Applicants who are individuals: I authorize the SBA to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for programs authorized by the Small Business Act, as amended.

CERTIFICATIONS

The authorized representative of the Applicant must certify in good faith to all of the below by **initialing** next to each one:

ers
_____ The Applicant was in operation on February 15, 2020 and had employees for whom it paid salaries and payroll taxes or paid independent contractors, as reported on Form(s) 1099-MISC.

ers
_____ Current economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant.

ers
_____ The funds will be used to retain workers and maintain payroll or make mortgage interest payments, lease payments, and utility payments, as specified under the Paycheck Protection Program Rule; I understand that if the funds are knowingly used for unauthorized purposes, the federal government may hold me legally liable, such as for charges of fraud.

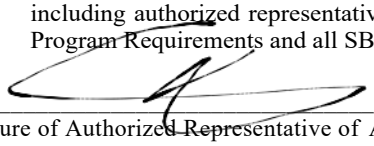
ers
_____ The Applicant will provide to the Lender documentation verifying the number of full-time equivalent employees on the Applicant's payroll as well as the dollar amounts of payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities for the eight-week period following this loan.

ers
_____ I understand that loan forgiveness will be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities, and not more than 25% of the forgiven amount may be for non-payroll costs.

ers
_____ During the period beginning on February 15, 2020 and ending on December 31, 2020, the Applicant has not and will not receive another loan under the Paycheck Protection Program.

ers
_____ I further certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 USC 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to $250,000; under 15 USC 645 by imprisonment of not more than two years and/or a fine of not more than $5,000; and, if submitted to a federally insured institution, under 18 USC 1014 by imprisonment of not more than thirty years and/or a fine of not more than $1,000,000.

ers
_____ I acknowledge that the lender will confirm the eligible loan amount using required documents submitted. I understand, acknowledge and agree that the Lender can share any tax information that I have provided with SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, for the purpose of compliance with SBA Loan Program Requirements and all SBA reviews.



Signature of Authorized Representative of Applicant

04/24/2020
Date

Eric R Shibley
Print Name

Manager
Title

Paycheck Protection Program
Borrower Application Form

Purpose of this form:

This form is to be completed by the authorized representative of the Applicant and ***submitted to your SBA Participating Lender***. Submission of the requested information is required to make a determination regarding eligibility for financial assistance. Failure to submit the information would affect thatdetermination.

Instructions for completing this form:

With respect to "purpose of the loan," payroll costs consist of compensation to employees (whose principal place of residence is the United States) in the form of salary, wages, commissions, or similar compensation; cash tips or the equivalent (based on employer records of past tips or, in the absence of such records, a reasonable, good-faith employer estimate of such tips); payment for vacation, parental, family, medical, or sick leave; allowance for separation or dismissal; payment for the provision of employee benefits consisting of group health care coverage, including insurance premiums, and retirement; payment of state and local taxes assessed on compensation of employees; and for an independent contractor or sole proprietor, wage, commissions, income, or net earnings from self-employment or similar compensation.

For purposes of calculating "Average Monthly Payroll," most Applicants will use the average monthly payroll for 2019, excluding costs over $100,000 on an annualized basis for each employee. For seasonal businesses, the Applicant may elect to instead use average monthly payroll for the time period between February 15, 2019 and June 30, 2019, excluding costs over $100,000 on an annualized basis for each employee. For new businesses, average monthly payroll may be calculated using the time period from January 1, 2020 to February 29, 2020, excluding costs over $100,000 on an annualized basis for each employee.

If Applicant is refinancing an Economic Injury Disaster Loan (EIDL): Add the outstanding amount of an EIDL made between January 31, 2020 and April 3, 2020, less the amount of any "advance" under an EIDL COVID-19 loan, to Loan Request as indicated on the form.

All parties listed below are considered owners of the Applicant as defined in 13 CFR § 120.10, as well as "principals":

- For a sole proprietorship, the sole proprietor;
- For a partnership, all general partners, and all limited partners owning 20% or more of the equity of the firm;
- For a corporation, all owners of 20% or more of the corporation;
- For limited liability companies, all members owning 20% or more of the company; and
- Any Trustor (if the Applicant is owned by a trust).

Paperwork Reduction Act – You are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. The estimated time for completing this application, including gathering data needed, is 8 minutes. Comments about this time or the information requested should be sent to : Small Business Administration, Director, Records Management Division, 409 3rd St., SW, Washington DC 20416., and/or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Washington DC 20503.

Privacy Act (5 U.S.C. 552a) – Under the provisions of the Privacy Act, you are not required to provide your social security number. Failure to provide your social security number may not affect any right, benefit or privilege to which you are entitled. (But see Debt Collection Notice regarding taxpayer identification number below.) Disclosures of name and other personal identifiers are required to provide SBA with sufficient information to make a character determination. When evaluating character, SBA considers the person's integrity, candor, and disposition toward criminal actions. Additionally, SBA is specifically authorized to verify your criminal history, or lack thereof, pursuant to section 7(a)(1)(B), 15 USC Section 636(a)(1)(B) of the Small Business Act (the Act).

Disclosure of Information – Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act. The Privacy Act authorizes SBA to make certain "routine uses" of information protected by that Act. One such routine use is the disclosure of information maintained in SBA's system of records when this information indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature. Specifically, SBA may refer the information to the appropriate agency, whether Federal, State, local or foreign, charged with responsibility for, or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. Another routine use is disclosure to other Federal agencies conducting background checks but only to the extent the information is relevant to the requesting agencies' function. See, 74 F.R. 14890 (2009), and as amended from time to time for additional background and other routine uses. In addition, the CARES Act, requires SBA to register every loan made under the Paycheck Protection Act using the Taxpayer Identification Number (TIN) assigned to the borrower.

Debt Collection Act of 1982, Deficit Reduction Act of 1984 (31 U.S.C. 3701 et seq. and other titles) – SBA must obtain your taxpayer identification number when you apply for a loan. If you receive a loan, and do not make payments as they come due, SBA may: (1) report the status of your loan(s) to credit bureaus, (2) hire a collection agency to collect your loan, (3) offset your income tax refund or other amounts due to you from the Federal Government, (4) suspend or debar you or your company from doing business with the Federal Government, (5) refer your loan to the Department of Justice, or (6) foreclose on collateral or take other action permitted in the loan instruments.

Right to Financial Privacy Act of 1978 (12 U.S.C. 3401) – The Right to Financial Privacy Act of 1978, grants SBA access rights to financial records held by financial institutions that are or have been doing business with you or your business including any financial

institutions participating in a loan or loan guaranty. SBA is only required provide a certificate of its compliance with the Act to a financial institution in connection with its first request for access to your financial records. SBA's access rights continue for the term of any approved loan guaranty agreement. SBA is also authorized to transfer to another Government authority any financial records concerning an approved loan or loan guarantee, as necessary to process, service or foreclose on a loan guaranty or collect on a defaulted loan guaranty.

Freedom of Information Act (5 U.S.C. 552) – Subject to certain exceptions, SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that will be automatically released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the names of the borrowers (and their officers, directors, stockholders or partners), the collateral pledged to secure the loan, the amount of the loan, its purpose in general terms and the maturity. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.

Occupational Safety and Health Act (15 U.S.C. 651 et seq.) – The Occupational Safety and Health Administration (OSHA) can require businesses to modify facilities and procedures to protect employees. Businesses that do not comply may be fined, forced to cease operations, or prevented from starting operations. Signing this form is certification that the applicant, to the best of its knowledge, is in compliance with the applicable OSHA requirements, and will remain in compliance during the life of the loan.

Civil Rights (13 C.F.R. 112, 113, 117) – All businesses receiving SBA financial assistance must agree not to discriminate in any business practice, including employment practices and services to the public on the basis of categories cited in 13 C.F.R., Parts 112, 113, and 117 of SBA Regulations. All borrowers must display the "Equal Employment Opportunity Poster" prescribed by SBA.

Equal Credit Opportunity Act (15 U.S.C. 1691) – Creditors are prohibited from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

Debarment and Suspension Executive Order 12549; (2 CFR Part 180 and Part 2700) – By submitting this loan application, you certify that neither the Applicant or any owner of the Applicant have within the past three years been: (a) debarred, suspended, declared ineligible or voluntarily excluded from participation in a transaction by any Federal Agency; (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted, or had a civil judgment rendered against you for any of the offenses listed in the regulations or (d) delinquent on any amounts owed to the U.S. Government or its instrumentalities as of the date of execution of this certification.

Paycheck Protection Program
Borrower Application Form

OMB Control No.: 3245-0407
Expiration Date: 09/30/2020

Check One: ☐ Sole proprietor ☐ Partnership ☐ C-Corp ☐ S-Corp ☒ LLC ☐ Independent contractor ☐ Eligible self-employed individual ☐ 501(c)(3) nonprofit ☐ 501(c)(19) veterans organization ☐ Tribal business (sec. 31(b)(2)(C) of Small Business Act) ☐ Other	**DBA or Tradename if Applicable**	
Business Legal Name		
SFC LLC		
Business Address	**Business TIN (EIN, SSN)**	**Business Phone**
4700 36th Ave SW Seattle WA 98126	[redacted]3580	(206) 938-4291
	Primary Contact	**Email Address**
	Eric Shibley	shibley98271@gmail.com

Average Monthly Payroll:	$ 37,600	x 2.5 + EIDL, Net of Advance (if Applicable) Equals Loan Request:	$ 94,000	Number of Employees:	6
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 R Shibley	Manager	100	[redacted]5264	4700 36th Ave SW Seattle WA 98126

If questions (1) or (2) below are answered "Yes," the loan will not be approved.

Question	Yes	No
1. Is the Applicant or any owner of the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy?	☐	☒
2. Has the Applicant, any owner of the Applicant, or any business owned or controlled by any of them, ever obtained a direct or guaranteed loan from SBA or any other Federal agency that is currently delinquent or has defaulted in the last 7 years and caused a loss to the government?	☐	☒
3. Is the Applicant or any owner of the Applicant an owner of any other business, or have common management with, any other business? If yes, list all such businesses and describe the relationship on a separate sheet identified as addendum A.	☐	☒
4. Has the Applicant received an SBA Economic Injury Disaster Loan between January 31, 2020 and April 3, 2020? If yes, provide details on a separate sheet identified as addendum B.	☐	☒

If questions (5) or (6) are answered "Yes," the loan will not be approved.

Question	Yes	No
5. Is the Applicant (if an individual) or any individual owning 20% or more of the equity of the Applicant subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction, or presently incarcerated, or on probation or parole? Initial here to confirm your response to question 5 → ers	☐	☒
6. Within the last 5 years, for any felony, has the Applicant (if an individual) or any owner of the Applicant 1) been convicted; 2) pleaded guilty; 3) pleaded nolo contendere; 4) been placed on pretrial diversion; or 5) been placed on any form of parole or probation (including probation before judgment)? Initial here to confirm your response to question 6 → ers	☐	☒
7. Is the United States the principal place of residence for all employees of the Applicant included in the Applicant's payroll calculation above?	☒	☐
8. Is the Applicant a franchise that is listed in the SBA's Franchise Directory?	☐	☒

Paycheck Protection Program
Borrower Application Form

By Signing Below, You Make the Following Representations, Authorizations, and Certifications

CERTIFICATIONS AND AUTHORIZATIONS

I certify that:

- I have read the statements included in this form, including the Statements Required by Law and Executive Orders, and I understand them.
- The Applicant is eligible to receive a loan under the rules in effect at the time this application is submitted that have been issued by the Small Business Administration (SBA) implementing the Paycheck Protection Program under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (the Paycheck Protection Program Rule).
- The Applicant (1) is an independent contractor, eligible self-employed individual, or sole proprietor or (2) employs no more than the greater of 500 or employees or, if applicable, the size standard in number of employees established by the SBA in 13 C.F.R. 121.201 for the Applicant's industry.
- I will comply, whenever applicable, with the civil rights and other limitations in this form.
- All SBA loan proceeds will be used only for business-related purposes as specified in the loan application and consistent with the Paycheck Protection Program Rule.
- To the extent feasible, I will purchase only American-made equipment and products.
- The Applicant is not engaged in any activity that is illegal under federal, state or local law.
- Any loan received by the Applicant under Section 7(b)(2) of the Small Business Act between January 31, 2020 and April 3, 2020 was for a purpose other than paying payroll costs and other allowable uses loans under the Paycheck Protection Program Rule.

For Applicants who are individuals: I authorize the SBA to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for programs authorized by the Small Business Act, as amended.

CERTIFICATIONS

The authorized representative of the Applicant must certify in good faith to all of the below by **initialing** next to each one:

red
_____ The Applicant was in operation on February 15, 2020 and had employees for whom it paid salaries and payroll taxes or paid independent contractors, as reported on Form(s) 1099-MISC.

ers
_____ Current economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant.

ers
_____ The funds will be used to retain workers and maintain payroll or make mortgage interest payments, lease payments, and utility payments, as specified under the Paycheck Protection Program Rule; I understand that if the funds are knowingly used for unauthorized purposes, the federal government may hold me legally liable, such as for charges of fraud.

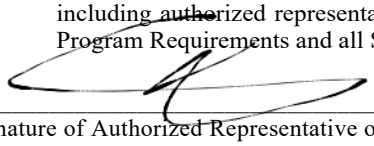
ers
_____ The Applicant will provide to the Lender documentation verifying the number of full-time equivalent employees on the Applicant's payroll as well as the dollar amounts of payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities for the eight-week period following this loan.

ers
_____ I understand that loan forgiveness will be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities, and not more than 25% of the forgiven amount may be for non-payroll costs.

ers
_____ During the period beginning on February 15, 2020 and ending on December 31, 2020, the Applicant has not and will not receive another loan under the Paycheck Protection Program.

ers
_____ I further certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 USC 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to $250,000; under 15 USC 645 by imprisonment of not more than two years and/or a fine of not more than $5,000; and, if submitted to a federally insured institution, under 18 USC 1014 by imprisonment of not more than thirty years and/or a fine of not more than $1,000,000.

ers
_____ I acknowledge that the lender will confirm the eligible loan amount using required documents submitted. I understand, acknowledge and agree that the Lender can share any tax information that I have provided with SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, for the purpose of compliance with SBA Loan Program Requirements and all SBA reviews.



04/25/2020

Signature of Authorized Representative of Applicant — Date

Eric R Shibley — Manager

Print Name — Title

Paycheck Protection Program
Borrower Application Form

Purpose of this form:

This form is to be completed by the authorized representative of the Applicant and ***submitted to your SBA Participating Lender***. Submission of the requested information is required to make a determination regarding eligibility for financial assistance. Failure to submit the information would affect thatdetermination.

Instructions for completing this form:

With respect to "purpose of the loan," payroll costs consist of compensation to employees (whose principal place of residence is the United States) in the form of salary, wages, commissions, or similar compensation; cash tips or the equivalent (based on employer records of past tips or, in the absence of such records, a reasonable, good-faith employer estimate of such tips); payment for vacation, parental, family, medical, or sick leave; allowance for separation or dismissal; payment for the provision of employee benefits consisting of group health care coverage, including insurance premiums, and retirement; payment of state and local taxes assessed on compensation of employees; and for an independent contractor or sole proprietor, wage, commissions, income, or net earnings from self-employment or similar compensation.

For purposes of calculating "Average Monthly Payroll," most Applicants will use the average monthly payroll for 2019, excluding costs over $100,000 on an annualized basis for each employee. For seasonal businesses, the Applicant may elect to instead use average monthly payroll for the time period between February 15, 2019 and June 30, 2019, excluding costs over $100,000 on an annualized basis for each employee. For new businesses, average monthly payroll may be calculated using the time period from January 1, 2020 to February 29, 2020, excluding costs over $100,000 on an annualized basis for each employee.

If Applicant is refinancing an Economic Injury Disaster Loan (EIDL): Add the outstanding amount of an EIDL made between January 31, 2020 and April 3, 2020, less the amount of any "advance" under an EIDL COVID-19 loan, to Loan Request as indicated on the form.

All parties listed below are considered owners of the Applicant as defined in 13 CFR § 120.10, as well as "principals":

- For a sole proprietorship, the sole proprietor;
- For a partnership, all general partners, and all limited partners owning 20% or more of the equity of the firm;
- For a corporation, all owners of 20% or more of the corporation;
- For limited liability companies, all members owning 20% or more of the company; and
- Any Trustor (if the Applicant is owned by a trust).

Paperwork Reduction Act – You are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. The estimated time for completing this application, including gathering data needed, is 8 minutes. Comments about this time or the information requested should be sent to : Small Business Administration, Director, Records Management Division, 409 3rd St., SW, Washington DC 20416., and/or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Washington DC 20503.

Privacy Act (5 U.S.C. 552a) – Under the provisions of the Privacy Act, you are not required to provide your social security number. Failure to provide your social security number may not affect any right, benefit or privilege to which you are entitled. (But see Debt Collection Notice regarding taxpayer identification number below.) Disclosures of name and other personal identifiers are required to provide SBA with sufficient information to make a character determination. When evaluating character, SBA considers the person's integrity, candor, and disposition toward criminal actions. Additionally, SBA is specifically authorized to verify your criminal history, or lack thereof, pursuant to section 7(a)(1)(B), 15 USC Section 636(a)(1)(B) of the Small Business Act (the Act).

Disclosure of Information – Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act. The Privacy Act authorizes SBA to make certain "routine uses" of information protected by that Act. One such routine use is the disclosure of information maintained in SBA's system of records when this information indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature. Specifically, SBA may refer the information to the appropriate agency, whether Federal, State, local or foreign, charged with responsibility for, or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. Another routine use is disclosure to other Federal agencies conducting background checks but only to the extent the information is relevant to the requesting agencies' function. See, 74 F.R. 14890 (2009), and as amended from time to time for additional background and other routine uses. In addition, the CARES Act, requires SBA to register every loan made under the Paycheck Protection Act using the Taxpayer Identification Number (TIN) assigned to the borrower.

Debt Collection Act of 1982, Deficit Reduction Act of 1984 (31 U.S.C. 3701 et seq. and other titles) – SBA must obtain your taxpayer identification number when you apply for a loan. If you receive a loan, and do not make payments as they come due, SBA may: (1) report the status of your loan(s) to credit bureaus, (2) hire a collection agency to collect your loan, (3) offset your income tax refund or other amounts due to you from the Federal Government, (4) suspend or debar you or your company from doing business with the Federal Government, (5) refer your loan to the Department of Justice, or (6) foreclose on collateral or take other action permitted in the loan instruments.

Right to Financial Privacy Act of 1978 (12 U.S.C. 3401) – The Right to Financial Privacy Act of 1978, grants SBA access rights to financial records held by financial institutions that are or have been doing business with you or your business including any financial

institutions participating in a loan or loan guaranty. SBA is only required provide a certificate of its compliance with the Act to a financial institution in connection with its first request for access to your financial records. SBA's access rights continue for the term of any approved loan guaranty agreement. SBA is also authorized to transfer to another Government authority any financial records concerning an approved loan or loan guarantee, as necessary to process, service or foreclose on a loan guaranty or collect on a defaulted loan guaranty.

Freedom of Information Act (5 U.S.C. 552) – Subject to certain exceptions, SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that will be automatically released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the names of the borrowers (and their officers, directors, stockholders or partners), the collateral pledged to secure the loan, the amount of the loan, its purpose in general terms and the maturity. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.

Occupational Safety and Health Act (15 U.S.C. 651 et seq.) – The Occupational Safety and Health Administration (OSHA) can require businesses to modify facilities and procedures to protect employees. Businesses that do not comply may be fined, forced to cease operations, or prevented from starting operations. Signing this form is certification that the applicant, to the best of its knowledge, is in compliance with the applicable OSHA requirements, and will remain in compliance during the life of the loan.

Civil Rights (13 C.F.R. 112, 113, 117) – All businesses receiving SBA financial assistance must agree not to discriminate in any business practice, including employment practices and services to the public on the basis of categories cited in 13 C.F.R., Parts 112, 113, and 117 of SBA Regulations. All borrowers must display the "Equal Employment Opportunity Poster" prescribed by SBA.

Equal Credit Opportunity Act (15 U.S.C. 1691) – Creditors are prohibited from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

Debarment and Suspension Executive Order 12549; (2 CFR Part 180 and Part 2700) – By submitting this loan application, you certify that neither the Applicant or any owner of the Applicant have within the past three years been: (a) debarred, suspended, declared ineligible or voluntarily excluded from participation in a transaction by any Federal Agency; (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted, or had a civil judgment rendered against you for any of the offenses listed in the regulations or (d) delinquent on any amounts owed to the U.S. Government or its instrumentalities as of the date of execution of this certification.

Business Market Rate Savings

ERIC R SHIBLEY MD PLLC
DBA SHIBLEY MEDICAL CLINIC
4700 36TH AVE SW
SEATTLE WA 98126-2716

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted
1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (120)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

Visit wellsfargoworks.com to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

IMPORTANT ACCOUNT INFORMATION

We may change the statement period and monthly fee period assigned to your account without advance notification. If your account earns interest, these changes will not affect interest calculations, but they may affect the date we post interest to your account.

For all accounts except business analyzed checking, if the first new fee period created by our change is fewer than 25 days, the bank will automatically waive the monthly service fee for that period.

Activity summary

Beginning balance on 11/27	$0.00
Deposits/Credits	25.00
Withdrawals/Debits	- 0.00
Ending balance on 12/31	**$25.00**
Average ledger balance this period	$25.00

Account number: **3220057247**
ERIC R SHIBLEY MD PLLC
DBA SHIBLEY MEDICAL CLINIC
Washington account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 125008547

For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.00
Average collected balance	$25.00
Annual percentage yield earned	0.00%
Interest earned this statement period	$0.00
Interest paid this year	$0.00

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
11/27	Eltransfer IN Branch/Store - From Checking 4314 Sw Alaska St Seattle WA 9124	25.00		25.00
Ending balance on 12/31				**25.00**
Totals		**$25.00**	**$0.00**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 11/27/2019 - 11/30/2019 — Standard monthly service fee $6.00 — You paid $0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. Your fee waiver is about to expire. You will need to meet the requirement(s) to avoid the monthly service fee.

How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
· Average collected balance	$500.00	$25.00 ☐
· Total automatic transfers from an eligible Wells Fargo business checking account	$25.00	$0.00 ☐

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the last business day of the month will be included in your next fee period.

Fee period 12/01/2019 - 12/31/2019 — Standard monthly service fee $6.00 — You paid $0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. This is the final period with the fee waived. For the next fee period, you need to meet the requirement(s) to avoid the monthly service fee.

How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
· Average collected balance	$500.00	$25.00 ☐
· Total automatic transfers from an eligible Wells Fargo business checking account	$25.00	$0.00 ☐

WELLS FARGO

General statement policies for Wells Fargo Bank

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . $ ______

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.
$ ______
$ ______
$ ______
+ $ ______

. . . . TOTAL $ ______

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . TOTAL $ ______

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . - $ ______

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . $ ______

Number	Items Outstanding	Amount
	Total amount $	

Business Market Rate Savings

ERIC R SHIBLEY MD PLLC
DBA SHIBLEY MEDICAL CLINIC
4700 36TH AVE SW
SEATTLE WA 98126-2716

Questions?

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Activity summary

Beginning balance on 1/1	$25.00
Deposits/Credits	150.00
Withdrawals/Debits	- 18.00
Ending balance on 3/31	**$157.00**
Average ledger balance this period	$158.16

Account number: **3220067247**
ERIC R SHIBLEY MD PLLC
DBA SHIBLEY MEDICAL CLINIC
Washington account terms and conditions apply
For Direct Deposit use
Routing Number (RTN): 125008547
For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.00
Average collected balance	$65.45
Annual percentage yield earned	0.00%
Interest earned this statement period	$0.00
Interest paid this year	$0.00
Total interest paid in 2019	$0.00

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
1/31	Monthly Service Fee		6.00	19.00
2/28	Monthly Service Fee		6.00	13.00

Transaction history (continued)

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
3/2	Online Transfer From Enc R Shirley MD Pllc Business Checking xxxxxx7262 Ref #lb07Qft4Gz on 02/29/20	150.00		163.00
3/31	Monthly Service Fee		6.00	157.00
Ending balance on 3/31				**157.00**
Totals		**$150.00**	**$18.00**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 01/01/2020 - 01/31/2020	Standard monthly service fee $6.00	You paid $6.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
· Average collected balance	$500.00	$25.00 ☐
· Total automatic transfers from an eligible Wells Fargo business checking account	$25.00	$0.00 ☐

Fee period 02/01/2020 - 02/29/2020	Standard monthly service fee $6.00	You paid $6.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
· Average collected balance	$500.00	$19.00 ☐
· Total automatic transfers from an eligible Wells Fargo business checking account	$25.00	$0.00 ☐

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the last business day of the month will be included in your next fee period.

Fee period 03/01/2020 - 03/31/2020	Standard monthly service fee $6.00	You paid $6.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
· Average collected balance	$500.00	$158.00 ☐
· Total automatic transfers from an eligible Wells Fargo business checking account	$25.00	$0.00 ☐

WELLS FARGO

General statement policies for Wells Fargo Bank

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You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . $ ______

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.
$ ______
$ ______
$ ______
\+ $ ______

. . . . TOTAL $ ______

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . TOTAL $ ______

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . - $ ______

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . $ ______

Number	Items Outstanding	Amount
	Total amount $	

Business Market Rate Savings

ERIC R SHIBLEY MD PLLC
DBA SHIBLEY MEDICAL CLINIC
4700 38TH AVE SW
SEATTLE WA 98126-2716

Questions?

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P.O. Box 6995
Portland, OR 97228-6995

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Activity summary

Beginning balance on 4/1	$157.00
Deposits/Credits	4,700.01
Withdrawals/Debits	-3,000.00
Ending balance on 4/30	**$1,857.01**
Average ledger balance this period	$1,227.00

Account number: **3220067247**
ERIC R SHIBLEY MD PLLC
DBA SHIBLEY MEDICAL CLINIC
Washington account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 125008547

For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.01
Average collected balance	$1,227.00
Annual percentage yield earned	0.01%
Interest earned this statement period	$0.01
Interest paid this year	$0.01

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
4/8	Online Transfer From Eric R Shibley MD Pllc Business Checking xxxxx7262 Ref #lb07Xdzybj on 04/08/20	700.00		857.00
4/21	Online Transfer From Eric R Shibley MD Pllc Business Checking xxxxx7262 Ref #lb07Ztphvd on 04/21/20	4,000.00		4,857.00

Transaction history (continued)

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
4/23	* Online Transfer to Enc R Shibley MD Plic Business Checking xxxxx7262 Ref #lb07Zpmlst on 04/23/20		3,000.00	1,857.00
4/30	Interest Payment	0.01		1,857.01
Ending balance on 4/30				**1,857.01**
Totals		**$4,700.01**	**$3,000.00**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

* *Indicates transaction counts toward the Regulation D and Wells Fargo savings withdrawal and transfer limit. Except outgoing wire transfers, there is no limit on the number of withdrawals or transfers made in person at an ATM or Wells Fargo location or on any types of deposits. For more information, please refer to your Account Agreement.*

Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 04/01/2020 - 04/30/2020	Standard monthly service fee $6.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
Average collected balance	$500.00	$1,227.00 ☑
Total automatic transfers from an eligible Wells Fargo business checking account	$25.00	$0.00 ☐

WELLS FARGO

General statement policies for Wells Fargo Bank

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Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . $ ______

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.
$ ______
$ ______
$ ______
+ $ ______

. . . . TOTAL $ ______

CALCULATE THE SUBTOTAL
(Add Parts A and B)

. . . . TOTAL $ ______

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . - $ ______

CALCULATE THE ENDING BALANCE
(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . $ ______

Number	Items Outstanding	Amount

Total amount $ ______

Business Market Rate Savings

May 31, 2020 ■ Page 1 of 3

ERIC R SHIBLEY MD PLLC
DBA SHIBLEY MEDICAL CLINIC
4700 36TH AVE SW
SEATTLE WA 98126-2716

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted
1-800-CALL-WELLS (1-800-225-5935)
TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (120)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

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Statement period activity summary

Beginning balance on 5/1	$1,857.01
Deposits/Credits	0.01
Withdrawals/Debits	- 400.00
Ending balance on 5/31	**$1,457.02**
Average ledger balance this period	$1,547.33

Account number: **3220067247**
ERIC R SHIBLEY MD PLLC
DBA SHIBLEY MEDICAL CLINIC
Washington account terms and conditions apply
For Direct Deposit use
Routing Number (RTN): 125008547
For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.01
Average collected balance	$1,547.33
Annual percentage yield earned	0.01%
Interest earned this statement period	$0.01
Interest paid this year	$0.02

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
5/8	* Online Transfer to Eric R Shibley MD Plic Business Checking xxxxxx7262 Ref #lb0846Rg3Z on 05/08/20		400.00	1,457.01
5/29	Interest Payment	0.01		1,457.02
Ending balance on 5/31				1,457.02
Totals		**$0.01**	**$400.00**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

* *Indicates transaction counts toward the Regulation D and Wells Fargo savings withdrawal and transfer limit. Except outgoing wire transfers, there is no limit on the number of withdrawals or transfers made in person at an ATM or Wells Fargo location or on any types of deposits. For more information, please refer to your Account Agreement.*

Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 05/01/2020 - 05/31/2020	Standard monthly service fee $6.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
- Average collected balance	$500.00	$1,547.00 ☑
- Total automatic transfers from an eligible Wells Fargo business checking account	$25.00	$0.00 ☐

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the last business day of the month will be included in your next fee period.

(cont'd)

IMPORTANT ACCOUNT INFORMATION

Effective June 20, 2020, we are updating the Funds Availability Policy in our Deposit Account Agreement as follows:

In the "Longer delays may apply" section, when a longer delay applies, we are making the following changes:
- The amount of your deposit that may be available on the first business day after the day of your deposit is increasing from $200 to $225.
- We are changing the check deposit amount exception that may lead to a delay of generally no more than seven business days from "You deposit checks totaling more than $5,000 on any one day" to "You deposit checks totaling more than $5,525 on any one day."

In the "Special rules for new accounts" section, setting forth special rules that apply during the first 30 days your account is open, we are updating the amounts in the two bullets in the second paragraph from $5,000 to $5,525 and from $200 to $225 as follows:
- The first $5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks and U.S. Postal Service money orders made payable to you will be available on the first business day after the day of your deposit.
- The excess over $5,525 and funds from all other check deposits will be available on the seventh business day after the day of your deposit. The first $225 of a day's total deposit of funds from all other check deposits, however, may be available on the first business day after the day of your deposit.

WELLS FARGO

General statement policies for Wells Fargo Bank

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . $ ______

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement

$ ______
$ ______
$ ______
+ $ ______

. . . . TOTAL $ ______

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . TOTAL $ ______

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . - $ ______

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . $ ______

Number	Items Outstanding	Amount
	Total amount $	

Wells Fargo Simple Business Checking

ES1 LLC
4700 36TH AVE SW
SEATTLE WA 98126-2716

Questions?

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Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	☑
Online Statements	☑
Business Bill Pay	☐
Business Spending Report	☑
Overdraft Protection	☑

Activity summary

Beginning balance on 10/10	$0.00
Deposits/Credits	90,416.15
Withdrawals/Debits	- 81,697.00
Ending balance on 10/31	**$8,719.15**
Average ledger balance this period	$17,510.60

Account number: **7621559124**
ES1 LLC
Washington account terms and conditions apply

For Direct Deposit use
Routing Number (RTN) 125008547

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings - 000003365602378

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
10/10		Checking Opening Deposit	25.00		25.00
10/15		Edeposit IN Branch/Store 10/15/19 04:20:41 Pm 4314 Sw Alaska St Seattle WA 4245	1,028.25		1,053.25
10/18		WT Fed#03847 U.S. Bank, Nationa /Org=Ticor Title of Washington Inc IOLTA Srf# 191018039552 Trn#191018176070 Rfb# 191018039552	77,123.39		
10/18		Wire Trans Svc Charge - Sequence: 191018176070 Srf# 191018039552 Trn#191018176070 Rfb# 191018039552		15.00	78,161.64
10/22		Wire Trans Svc Charge - Sequence: 191022082347 Srf# 0001740294022742 Trn#191022082347 Rfb#		30.00	
10/22		Online Transfer to Es1 LLC Business Market Rate Savings xxxxxx2378 Ref #lb0729Szyy on 10/21/19		60,000.00	
10/22		WT Fed#02561 Boeing Employees C /Ftr/Bnf=Gabor Kovee Srf# 0001740294022742 Trn#191022082347 Rfb#		15,000.00	3,131.64
10/23		Edeposit IN Branch/Store 10/23/19 01:39:02 Pm 4314 Sw Alaska St Seattle WA 9124	400.00		3,531.64
10/24		Purchase authorized on 10/23 King County DC Mrj Kent WA S300296818617/6 Card 4245		50.00	
10/24		Purchase authorized on 10/23 King County DC Mrj Kent WA S409296833186858 Card 4245		50.00	
10/24		Purchase authorized on 10/23 King County DC Mrj Kent WA S389296834548306 Card 4245		50.00	3,381.64
10/25		Edeposit IN Branch/Store 10/25/19 04:27:54 Pm 4314 Sw Alaska St Seattle WA 4245	615.00		
10/25		Transfer IN Branch/Store - From Es1 LLC DDA xxxxxx2378 4314 Sw Alaska St Seattle WA	7,000.00		
10/25		Purchase authorized on 10/24 Ncourt *Waskagitsw Mount Vernon WA S389297705293060 Card 4245		52.00	10,944.64
10/28		Purchase authorized on 10/25 King County DC Mrj Kent WA S389298750123279 Card 4245		50.00	
10/28		Check		3,500.00	
10/28		Check		2,900.00	4,494.64
10/30		Edeposit IN Branch/Store 10/30/19 11:54:38 Am 4314 Sw Alaska St Seattle WA 4245	4,224.51		8,719.15
Ending balance on 10/31					**8,719.15**
Totals			**$90,416.15**	**$81,697.00**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written *(checks listed are also displayed in the preceding Transaction history)*

Number	Date	Amount	Number	Date	Amount
	10/28	3,500.00		10/28	2,900.00

Monthly service fee summary

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Fee period 10/10/2019 - 10/31/2019	Standard monthly service fee $10.00	You paid $0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. Your fee waiver is about to expire. You will need to meet the requirement(s) to avoid the monthly service fee.

Monthly service fee summary (continued)

How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
- Average ledger balance	$500.00	$17,511.00 ☑

C1/C1

Account transaction fees summary

Service charge description	*Units used*	*Units included*	*Excess units*	*Service charge per excess units ($)*	*Total service charge ($)*
Cash Deposited ($)	0	3,000	0	0.0030	0.00
Transactions	12	50	0	0.50	0.00
Total service charges					**$0.00**

General statement policies for Wells Fargo Bank

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3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . . $ _____

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.
$ _____
$ _____
$ _____
+ $ _____
. . . . . TOTAL $ _____

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . . TOTAL $ _____

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . . - $ _____

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . . $ _____

Number	Items Outstanding	Amount
	Total amount $	

Wells Fargo Simple Business Checking

November 30, 2019 ■ Page 1 of 5

ES1 LLC
4700 36TH AVE SW
SEATTLE WA 98126-2716

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted
1-800-CALL-WELLS (1-800-225-5935)
TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

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Business Online Banking	☑
Online Statements	☑
Business Bill Pay	☐
Business Spending Report	☑
Overdraft Protection	☑

Activity summary

Beginning balance on 11/1	$8,719.15
Deposits/Credits	21,929.40
Withdrawals/Debits	- 26,598.76
Ending balance on 11/30	**$4,049.79**
Average ledger balance this period	$5,175.19

Account number: **7621559124**
ES1 LLC
Washington account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 125008547

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings - 000003365602378

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
11/4		Purchase authorized on 11/01 Fas Spu 8880500 Seattle WA S309305824249218 Card 4245		672.15	
11/4		Purchase authorized on 11/01 The Home Depot 470 Seattle WA S389306143844773 Card 4245		282.51	7,584.49
11/5		Purchase Return authorized on 11/03 The Home Depot #89 Seattle WA S619309547275576 Card 4245	45.88		7,630.37
11/6		Edeposit IN Branch/Store 11/06/19 11:58:41 Am 4314 Sw Alaska St Seattle WA 4245	2,400.00		
11/6		Withdrawal Made In A Branch/Store		3,107.00	6,923.37
11/8		Purchase authorized on 11/06 The Home Depot 470 Seattle WA S309310794891462 Card 4245		249.85	6,673.52
11/12		Online Transfer From Es1 LLC Business Market Rate Savings xxxxxx2378 Ref #lb075Hg6Jf on 11/12/19	4,000.00		
11/12		Purchase authorized on 11/07 The Home Depot 894 Seattle WA S469311679116596 Card 4245		529.12	
11/12		Purchase authorized on 11/08 Comcast Bellingh C 800-266-2278 WA S389312628203547 Card 4245		185.35	
11/12		Purchase authorized on 11/08 Comcast Bellingh C 800-266-2278 WA S309312636184299 Card 4245		218.58	
11/12		Purchase authorized on 11/10 The Home Depot #89 Seattle WA S309314846705616 Card 4245		75.76	
11/12		Purchase authorized on 11/10 The Home Depot #89 Seattle WA S589315090976279 Card 4245		35.88	
11/12		Check		2,900.00	6,728.83
11/13		Purchase Return authorized on 11/11 The Home Depot 894 Seattle WA S629317543590961 Card 4245	480.02		
11/13		Purchase Return authorized on 11/11 The Home Depot 470 Seattle WA S629317543593018 Card 4245	513.07		
11/13		Transfer IN Branch/Store - From Es1 LLC DDA xxxxxx2378 4314 Sw Alaska St Seattle WA	3,000.00		
11/13		Transfer IN Branch/Store - From Es1 LLC DDA xxxxxx2378 4011 S 184th St Seatac WA	2,000.00		
11/13		Purchase authorized on 11/11 The Home Depot 894 Seattle WA S589315683473833 Card 4245		513.07	
11/13		Purchase authorized on 11/11 The Home Depot 470 Seattle WA S469315751600323 Card 4245		566.58	
11/13		Purchase authorized on 11/11 The Home Depot #47 Seattle WA S589315782562970 Card 4245		192.29	
11/13		Purchase authorized on 11/11 Puget Sound Energy 888-225-5773 WA S469315830643973 Card 4245		423.44	
11/13		Purchase authorized on 11/11 Puget Sound Energy 888-225-5773 WA S389315833524702 Card 4245		58.14	
11/13		Purchase authorized on 11/11 Puget Sound Energy 888 225-5773 WA S389315836808435 Card 4245		41.09	
11/13		Cashed Check		1,900.00	
11/13		Withdrawal Made In A Branch/Store		4,510.00	4,516.91
11/14		Online Transfer From Es1 LLC Business Market Rate Savings xxxxxx2378 Ref #lb075Rmed on 11/14/19	4,500.00		
11/14		Purchase authorized on 11/11 Valley View Sewer 206-242-3236 WA S469315842353685 Card 4245		402.41	
11/14		Cashed Check		1,200.00	7,414.50
11/15		Purchase authorized on 11/13 The Home Depot 894 Seattle WA S469318149931744 Card 4245		222.45	
11/15		Purchase authorized on 11/13 The Home Depot #89 Seattle WA S309318154240119 Card 4245		120.01	
11/15		Check		2,962.90	4,109.14
11/18		Purchase Return authorized on 11/14 The Home Depot #47 Seattle WA S619320589133466 Card 4245	136.53		
11/18		Purchase Return authorized on 11/16 The Home Depot #47 Tukwila WA S619322048939009 Card 4245	29.35		

Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
11/18		Purchase authorized on 11/13 Gary Merlino Const 206-768-1000 WA S589318008323921 Card 4245		873.46	
11/18		Purchase authorized on 11/14 The Home Depot #47 Seattle WA S309316818917650 Card 4245		45.63	
11/18		Purchase authorized on 11/14 The Home Depot #89 Seattle WA S469319033385090 Card 4245		14.28	
11/18		Purchase authorized on 11/14 The Home Depot #89 Seattle WA S469319215145573 Card 4245		56.34	
11/18		Purchase authorized on 11/16 The Home Depot #89 Seattle WA S309321097223325 Card 4245		23.65	
11/18		Purchase authorized on 11/16 The Home Depot #47 Tukwila WA S389321165360583 Card 4245		7.88	3,253.76
11/19		Purchase authorized on 11/17 The Home Depot #47 Tukwila WA S389322053009130 Card 4245		70.29	
11/19		Purchase authorized on 11/17 The Home Depot #47 Tukwila WA S389322069360536 Card 4245		23.62	
11/19		Cashed Check		3,000.00	159.87
11/20		Online Transfer From Eq1 LLC Business Market Rate Savings xxxxxx2378 Ref #Ib076MvtMk on 11/19/19	3,000.00		
11/20		Purchase authorized on 11/18 The Home Depot #47 Seattle WA S389322757510452 Card 4245		19.73	3,140.14
11/21		Purchase authorized on 11/19 The Home Depot 894 Seattle WA S589323751411151 Card 4245		91.74	
11/21		Purchase authorized on 11/19 The Home Depot #47 Seattle WA S309324173654099 Card 4245		66.26	2,982.14
11/25		Purchase Return authorized on 11/22 The Home Depot #47 Seattle WA S619328545618404 Card 4245	136.52		3,118.66
11/26		Edeposit IN Branch/Store 11/26/19 12:30:41 Pm 4314 Sw Alaska St Seattle WA 4245	1,600.00		
11/26		Purchase authorized on 11/24 The Home Depot 894 Seattle WA S589328751668559 Card 4245		251.55	
11/26		Purchase authorized on 11/24 The Home Depot 470 Seattle WA S589329003766868 Card 4245		99.52	
11/26		Purchase authorized on 11/24 The Home Depot #89 Seattle WA S469329147165403 Card 4245		116.14	4,251.45
11/27		Etransfer IN Branch/Store - to Checking 4314 Sw Alaska St Seattle WA 7252		25.00	
11/27		Etransfer IN Branch/Store - to Savings 4314 Sw Alaska St Seattle WA 7247		25.00	4,201.45
11/29		Purchase Return authorized on 11/26 The Home Depot 470 Seattle WA S629332544301294 Card 4245	86.03		
11/29		Purchase authorized on 11/26 The Home Depot #89 Seattle WA S589330778727796 Card 4245		158.86	
11/29		Purchase authorized on 11/27 The Home Depot 894 Seattle WA S589332216482165 Card 4245		82.83	4,049.79
Ending balance on 11/30					**4,049.79**
Totals			**$21,929.40**	**$26,598.76**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written *(checks listed are also displayed in the preceding Transaction history)*

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
	11/14	1,200.00		11/19	3,000.00		11/13	1,600.00
	11/15	2,962.90		11/12	2,900.00			

Monthly service fee summary

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Fee period 11/01/2019 - 11/30/2019	Standard monthly service fee $10.00	You paid $0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. This is the final period with the fee waived. For the next fee period, you need to meet the requirement(s) to avoid the monthly service fee.

How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
· Average ledger balance	$500.00	$5,175.00 ☑

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the last business day of the month will be included in your next fee period.

Account transaction fees summary

Service charge description	*Units used*	*Units included*	*Excess units*	*Service charge per excess units ($)*	*Total service charge ($)*
Cash Deposited ($)	0	3,000	0	0.0030	0.00
Transactions	14	50	0	0.50	0.00
Total service charges					**$0.00**

IMPORTANT ACCOUNT INFORMATION

We are updating the Wells Fargo Deposit Account Agreement as follows:

Effective December 31, 2019, in the section of the Agreement titled, "Rights and Responsibilities", the response to "Is your wireless operator authorized to provide information to assist in verifying your identity?" is deleted and replaced with the following:

Yes, and as part of your account relationship, we may rely on this information to assist in verifying your identity. You understand and agree that Wells Fargo may collect, use and retain personal or other information about you or your device pursuant to Wells Fargo's policies or as required by applicable law.

You authorize your wireless operator to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device details, if available, to Wells Fargo and service providers for the duration of the business relationship, solely for identity verification and fraud avoidance. Review our Privacy Policy for how we treat your data. You represent that you are the owner of the mobile phone number or have the delegated legal authority to act on behalf of the mobile subscriber to provide this consent.

WELLS FARGO

General statement policies for Wells Fargo Bank

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You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . $ ____________

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.

$ ____________
$ ____________
$ ____________
\+ $ ____________

. . . . TOTAL $ ____________

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . TOTAL $ ____________

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . - $ ____________

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)

This amount should be the same as the current balance shown in your check register . . . . $ ____________

Number	Items Outstanding	Amount

Total amount $ ____________

Wells Fargo Simple Business Checking

ES1 LLC
4700 36TH AVE SW
SEATTLE WA 98126-2716

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (120)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

Visit wellsfargoworks.com to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	☑
Online Statements	☑
Business Bill Pay	☐
Business Spending Report	☑
Overdraft Protection	☑

IMPORTANT ACCOUNT INFORMATION

We may change the statement period and monthly fee period assigned to your account without advance notification. If your account earns interest, these changes will not affect interest calculations, but they may affect the date we post interest to your account.

For all accounts except business analyzed checking, if the first new fee period created by our change is fewer than 25 days, the bank will automatically waive the monthly service fee for that period.

Activity summary

Beginning balance on 12/1	$4,049.79
Deposits/Credits	21,107.12
Withdrawals/Debits	- 23,961.46
Ending balance on 12/31	**$1,195.45**
Average ledger balance this period	$4,309.24

Account number: **7621559124**
ES1 LLC
Washington account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 125008547

For Wire Transfers use
Routing Number (RTN): 121000248

WELLS FARGO

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings - 000003366602378

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
12/2		Purchase Return authorized on 11/30 The Home Depot 472 Kent WA S629336546156665 Card 4245	90.94		
12/2		Purchase Return authorized on 11/30 The Home Depot #47 Tukwila WA S619336549239736 Card 4245	194.09		
12/2		Purchase authorized on 11/29 The Home Depot #80 Seattle WA S469333855627111 Card 4245		194.36	
12/2		Purchase authorized on 11/30 The Home Depot 470 Tukwila WA S469334772649457 Card 4245		98.41	4,044.05
12/4		Online Transfer From Es1 LLC Business Market Rate Savings xxxxxx2378 Ref #Ib078Y9Cn on 12/04/19	5,000.00		
12/4		Purchase authorized on 12/02 The Home Depot #47 Kent WA S309337190803672 Card 4245		61.00	8,983.05
12/5		Purchase Return authorized on 12/03 The Home Depot #47 Seattle WA S619339770529855 Card 4245	140.75		
12/5		Purchase authorized on 12/03 The Home Depot #47 Kent WA S469337528618673 Card 4245		173.66	
12/5		Purchase authorized on 12/03 King County Water 206-243-3990 WA S469338015628030 Card 4245		70.27	
12/5		Purchase authorized on 12/03 King County Water 206-243-3990 WA S389338016396412 Card 4245		45.97	
12/5		Purchase authorized on 12/03 The Home Depot #47 Seattle WA S309338046972622 Card 4245		54.65	
12/5	1200	Check		1,500.00	
12/5	1201	Check		2,000.00	5,279.25
12/6		Purchase Return authorized on 12/04 The Home Depot #47 Kent WA S619340540175606 Card 4245	65.85		
12/6		Purchase authorized on 12/04 Staples 0011 Seattle WA S389339080530193 Card 4245		251.00	
12/6		Purchase authorized on 12/04 The Home Depot #47 Covington WA S589339166049157 Card 4245		119.88	
12/6		Purchase authorized on 12/04 The Home Depot #47 Covington WA S389339166002919 Card 4245		3.99	
12/6		Purchase authorized on 12/04 The Home Depot 472 Kent WA S309339214995183 Card 4245		273.24	
12/6	1202	Check		2,500.00	2,197.10
12/9		Purchase Return authorized on 12/05 The Home Depot 894 Seattle WA S629341544311381 Card 4245	221.09		
12/9		Purchase Return authorized on 12/05 The Home Depot 470 Seattle WA S629341544313429 Card 4245	236.47		
12/9		Purchase Return authorized on 12/05 The Home Depot 470 Seattle WA S629341544313442 Card 4245	345.71		
12/9		Purchase Return authorized on 12/07 The Home Depot #47 Covington WA S619343548999722 Card 4245	43.10		
12/9		Transfer IN Branch/Store - From Es1 LLC ODA xxxxxx2378 4314 Sw Alaska St Seattle WA	4,427.00		
12/9		Online Transfer From Es1 LLC Business Market Rate Savings xxxxxx2378 Ref #Ib079HI7Yj on 12/07/19	5,000.00		
12/9		Purchase authorized on 12/05 The Home Depot 894 Seattle WA S389340094259464 Card 4245		239.32	
12/9		Purchase authorized on 12/05 The Home Depot 470 Seattle WA S309340210423067 Card 4245		399.70	
12/9		Purchase authorized on 12/06 WA Dol Lic & Reg 1 Seattle WA S389340734328963 Card 4245		56.25	

Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
12/9		Purchase authorized on 12/06 The Home Depot #47 Seattle WA S469340800958081 Card 4245		189.36	
12/9		Withdrawal Made In A Branch/Store		4,427.00	
12/9		Purchase authorized on 12/07 The Home Depot #89 Seattle WA S309342194245184 Card 4245		109.18	
12/9		Purchase authorized on 12/07 Sq *Conaway Proper Granite Falls WA S309342265850887 Card 4245		1,125.00	5,924.66
12/10		Harland Clarke Check/Acc. 120919 00017407975482 Esl LLC		37.24	5,887.42
12/11		Promotion Bonus	300.00		
12/11	1026	Check		229.25	5,958.17
12/12		Purchase Return authorized on 12/10 The Home Depot 470 Seattle WA S629346650823051 Card 4245	253.32		
12/12		Purchase authorized on 12/10 The Home Depot 894 Seattle WA S589345157365705 Card 4245		365.59	5,855.90
12/13		Purchase authorized on 12/12 Sq *Conaway Proper Seattle WA S309347097581490 Card 4245		500.00	5,355.90
12/16		Purchase authorized on 12/14 The Home Depot #47 Kent WA S469349023546516 Card 4245		105.14	
12/16		Purchase authorized on 12/14 The Home Depot #47 Kent WA S589349024109924 Card 4245		7.10	
12/16	1028	Check		392.96	4,850.70
12/17		Purchase authorized on 12/16 Panda Express 1709 Gig Harbor WA S309350739634187 Card 4245		15.03	
12/17		Purchase authorized on 12/16 Sq *Conaway Proper Seattle WA S309350828627787 Card 4245		500.00	4,335.67
12/18		Purchase authorized on 12/18 The Home Depot #47 Gig Harbor WA S469350752788018 Card 4245		25.94	
12/18		Purchase authorized on 12/16 Shell Oil 57444961 Seattle WA S389351047268182 Card 4245		54.03	4,255.70
12/19		Purchase Return authorized on 12/12 Sq *Conaway Proper Seattle WA S629353549444292 Card 4245	500.00		
12/19		Purchase Return authorized on 12/16 Sq *Conaway Proper Seattle WA S629353549522563 Card 4245	500.00		
12/19		Purchase authorized on 12/18 Pp*Conawayserv 402-935-2244 WA S309352584015348 Card 4245		500.00	
12/19		Purchase authorized on 12/18 Pp*Conawayserv 402-935-2244 WA S389352675079771 Card 4245		500.00	
12/19		Purchase authorized on 12/18 Pp*Conawayserv 402-935-2244 WA S389353025740533 Card 4245		485.00	3,770.70
12/20		Purchase Return authorized on 12/19 Pp*Conawayserv Granite Fal WA S629354549219377 Card 4245	625.00		
12/20		ATM Check Deposit on 12/20 West Seattle Seattle WA 0007276 ATM ID 1740A Card 4245	1,600.00		
12/20		Purchase authorized on 12/19 Sq *Conaway Proper Granite Falls WA S309353646462812 Card 4245		485.00	
12/20		Purchase authorized on 12/19 Pp*Conawayserv 402-935-2244 WA S469353664833416 Card 4245		625.00	
12/20		Purchase authorized on 12/19 Sq *Conaway Proper Seattle WA S309354039562455 Card 4245		500.00	4,385.70
12/23		Purchase Return authorized on 12/21 Sq *Conaway Proper Gosq.Com WA S629355571836251 Card 4245	963.70		
12/23		ATM Check Deposit on 12/23 West Seattle Seattle WA 0007755 ATM ID 1740A Card 4245	600.00		
12/23		Purchase authorized on 12/20 Sq *Conaway Proper Gosq.Com WA S309355180750375 Card 4245		963.70	
12/23		Purchase authorized on 12/20 Sq *Conaway Proper Gosq.Com WA S589355184027195 Card 4245		500.00	
12/23		Purchase authorized on 12/21 Sq *Conaway Proper Gosq.Com WA S589355290568729 Card 4245		463.70	4,022.00
12/30	1027	Cashed Check		50.00	3,972.00
12/31		Purchase authorized on 12/29 The Home Depot 473 Covington WA S589364098742432 Card 4245		260.55	

Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
12/31		Online Transfer to Es1 LLC Business Market Rate Savings xxxxxx2378 Ref #lb07Dwz3K5 on 12/31/19		2,500.00	
12/31	1029	Check		16.00	1,195.45
Ending balance on 12/31					1,195.45
Totals			$21,107.12	$23,961.46	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written *(checks listed are also displayed in the preceding Transaction history)*

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
1026	12/11	229.25	1029	12/31	16.00	1201	12/5	2,000.00
1027	12/30	50.00	1200 *	12/5	1,500.00	1202	12/6	2,500.00
1028	12/16	392.96						

* *Gap in check sequence.*

Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 12/01/2019 - 12/31/2019	Standard monthly service fee $10.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
· Average ledger balance	$500.00	$4,399.00 ☑

C1/C1

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Cash Deposited ($)	0	3,000	0	0.0030	0.00
Transactions	10	50	0	0.50	0.00
Total service charges					**$0.00**

General statement policies for Wells Fargo Bank

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . . $ _____

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement

$ _____
$ _____
$ _____
+ $ _____

. . . . . TOTAL $ _____

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . . TOTAL $ _____

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . . - $ _____

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . . $ _____

Number	Items Outstanding	Amount
	Total amount $	

Wells Fargo Simple Business Checking

ES1 LLC
4700 36TH AVE SW
SEATTLE WA 98126-2716

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

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TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (120)
P.O. Box 6995
Portland, OR 97228-6995

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Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	☑
Online Statements	☑
Business Bill Pay	☐
Business Spending Report	☑
Overdraft Protection	☑

Activity summary

Beginning balance on 1/1	$1,195.45
Deposits/Credits	16,077.40
Withdrawals/Debits	- 15,082.15
Ending balance on 1/31	**$2,190.70**
Average ledger balance this period	$1,996.22

Account number: **7621559124**
ES1 LLC
Washington account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 125008547

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings - 000003365602378

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
1/2		Purchase Return authorized on 12/30 The Home Depot 472 Kent WA S620001544375616 Card 4245	84.04		
1/2		Purchase Return authorized on 12/30 The Home Depot 894 Seattle WA S620001544373889 Card 4245	84.83		
1/2		Purchase Return authorized on 12/30 The Home Depot 472 Tacoma WA S620001544375622 Card 4245	88.57		
1/2		Online Transfer From Es1 LLC Business Market Rate Savings xxxxxx2378 Ref #Ib07Fb2Vjl on 01/02/20	2,000.00		
1/2		Purchase authorized on 12/30 The Home Depot 472 Gig Harbor WA S300384834212723 Card 4245		206.66	
1/2		Purchase authorized on 12/30 The Home Depot 472 Tacoma WA S589385012348631 Card 4245		234.71	
1/2		Purchase authorized on 12/30 The Home Depot #47 Tukwila WA S309365132847152 Card 4245		120.82	
1/2	1001	Cashed Check		1,500.00	1,390.50
1/6		Purchase authorized on 01/04 The Home Depot 470 Issaquah WA S460005180325421 Card 8026		225.87	
1/6		Purchase authorized on 01/04 McDonald's F13369 Seattle WA S380005223501628 Card 8026		13.20	
1/6	1030	Check		627.00	524.43
1/7	1002	Check		725.00	
1/7		Overdraft Protection From 3365602378	256.00		
1/7		Savings OD Protection Transfer Fee		12.50	42.93
1/8		Overdraft Protection From 3365602378	25.00		67.93
1/9		Purchase authorized on 01/07 Safeway #1062 Seattle WA S380008194322002 Card 8026		42.93	
1/9		Purchase authorized on 01/08 Attorney's Informa Seattle WA S580008807824008 Card 8026		5.00	
1/9	1032	Check		800.00	-780.00
1/10		Card Provisional Credit 11231199420	3,433.70		
1/10		Transfer IN Branch/Store - From Es1 LLC DDA xxxxxx2378 4314 Sw Alaska St Seattle WA	2,000.00		
1/10		Online Transfer From Es1 LLC Business Market Rate Savings xxxxxx2378 Ref #Ib0/Gfnskv on 01/09/20	1,500.00		
1/10	1033	Cashed Check		3,000.00	3,153.70
1/13		Purchase authorized on 01/10 McDonald's F13369 Seattle WA S380010022811540 Card 8026		11.20	
1/13		Purchase authorized on 01/10 McDonald's F13369 Seattle WA S300011127656452 Card 8026		4.50	
1/13		Purchase authorized on 01/10 The Home Depot #47 Seattle WA S300011146253212 Card 8026		199.62	
1/13		Purchase authorized on 01/10 McDonald's F13369 Seattle WA S300011168429148 Card 8026		11.98	
1/13		Purchase authorized on 01/10 Arco#07155Arco #07 Seattle WA S580011176561094 Card 8026		20.07	
1/13		Purchase authorized on 01/11 McDonald's F13369 Seattle WA S300011735211127 Card 8026		5.37	
1/13		Purchase authorized on 01/12 Sq *Thaal Beaux Arts WA S580013107336106 Card 8026		57.18	2,843.56
1/14		Purchase authorized on 01/12 International Food Bellevue WA S380013117602639 Card 8026		129.03	
1/14		Purchase authorized on 01/12 International Food Bellevue WA S460013120356458 Card 8026		5.68	
1/14		Purchase authorized on 01/12 The Home Depot 471 Bellevue WA S460013137769431 Card 8026		212.47	
1/14		Purchase authorized on 01/12 Safeway #1062 Seattle WA S300013214231655 Card 8026		40.85	
1/14	1031	Check		800.00	1,855.60
1/15		Purchase authorized on 01/14 Comcast Bellingh C 800-266-2278 WA S380014710952679 Card 8026		104.29	1,751.31

WELLS FARGO

Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
1/16		Purchase authorized on 01/14 The Home Depot #89 Seattle WA S300014764367608 Card 3793		82.10	
1/16		Purchase authorized on 01/15 Ikea Seattle Rest Renton WA S580015823823929 Card 3793		16.47	
1/16	1035	Cashed Check		1,750.00	
1/16		Overdraft Protection From 3365802378	1,001.75		
1/16		Savings OD Protection Transfer Fee		12.50	892.02
1/17		Purchase authorized on 01/15 The Home Depot 473 Covington WA S300016022052282 Card 3793		241.27	
1/17		Purchase authorized on 01/15 76 - Jumbos Deli Tukwila WA S460016171310024 Card 3793		30.00	
1/17		Purchase authorized on 01/16 Sq *Justus Cafe Seattle WA S460016605027050 Card 3793		2.20	
1/17		Purchase authorized on 01/16 King County Dja Seattle WA S300016692093042 Card 3793		31.49	
1/17		Purchase authorized on 01/16 McDonald's F10755 Seattle WA S300016702457192 Card 3793		11.44	
1/17	1038	Cashed Check		1,000.00	
1/17		Overdraft Protection From 3365802378	1,012.50		
1/17		Savings OD Protection Transfer Fee		12.50	576.62
1/21		Purchase Return authorized on 01/16 The Home Depot 471 Bothell WA S520016544149083 Card 3793	229.57		
1/21		Purchase authorized on 01/16 The Home Depot 894 Seattle WA S300016820256894 Card 3793		214.85	
1/21		Purchase authorized on 01/16 The Home Depot #89 Seattle WA S580016826996784 Card 3793		30.08	
1/21		Purchase authorized on 01/16 The Home Depot 471 Bellevue WA S580017010714106 Card 3793		330.09	229.57
1/22		Purchase authorized on 01/21 King County Dja Seattle WA S580021666300442 Card 3793		31.49	
1/22	1034	Check		825.00	
1/22	1037	Check		1,000.00	
1/22		Overdraft Protection From 3365802378	1,839.42		
1/22		Savings OD Protection Transfer Fee		12.50	0.00
1/24		Purchase authorized on 01/23 Panda Express 1650 Seattle WA S580024170824793 Card 3793		18.98	
1/24	1039	Check		500.00	
1/24		Overdraft Protection From 3365802378	531.49		
1/24		Savings OD Protection Transfer Fee		12.50	0.00
1/29		Edeposit IN Branch/Store 01/29/20 01:01:37 Pm 4314 Sw Alaska St Seattle WA 3793	650.00		650.00
1/30		Purchase Return authorized on 01/28 The Home Depot 894 Seattle WA S620030831869785 Card 3793	85.70		
1/30		Edeposit IN Branch/Store 01/30/20 12:54:51 Pm 4314 Sw Alaska St Seattle WA 3793	1,455.00		2,190.70
Ending balance on 1/31					**2,190.70**
Totals			**$16,077.40**	**$15,082.15**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written *(checks listed are also displayed in the preceding Transaction history)*

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
1001	1/2	1,500.00	1030 *	1/8	677.00	1032	1/9	800.00
1002	1/7	725.00	1031	1/14	800.00	1033	1/10	3,000.00

Summary of checks written (continued)

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
1034	1/22	625.00	1037 *	1/22	1,000.00	1039	1/24	500.00
1035	1/16	1,750.00	1038	1/17	1,000.00			

* Gap in check sequence.

Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 01/01/2020 - 01/31/2020	Standard monthly service fee $10.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
· Average ledger balance	$500.00	$1,995.00 ☑

C1/C1

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Cash Deposited ($)	0	3,000	0	0.0030	0.00
Transactions	18	50	0	0.50	0.00
Total service charges					**$0.00**

WELLS FARGO

General statement policies for Wells Fargo Bank

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You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . $ ____________

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.
$ ____________
$ ____________
$ ____________
\+ $ ____________

. . . . TOTAL $ ____________

CALCULATE THE SUBTOTAL
(Add Parts A and B)

. . . . TOTAL $ ____________

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . - $ ____________

CALCULATE THE ENDING BALANCE
(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . $ ____________

Number	Items Outstanding	Amount
	Total amount $	

Wells Fargo Simple Business Checking

ES1 LLC
4700 36TH AVE SW
SEATTLE WA 98126-2716

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (120)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

Visit wellsfargoworks.com to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	☑
Online Statements	☑
Business Bill Pay	☐
Business Spending Report	☑
Overdraft Protection	☑

Activity summary

Beginning balance on 2/1	$2,190.70
Deposits/Credits	15,615.97
Withdrawals/Debits	- 12,166.61
Ending balance on 2/29	**$5,640.06**
Average ledger balance this period	$2,365.25

Account number: **7621559124**
ES1 LLC
Washington account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 125000574

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings - 0000033655023 78

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
2/3		Purchase Return authorized on 01/31 The Home Depot #65 Burlington WA S610033544051272 Card 3793	147.13		
2/3		Purchase authorized on 01/30 The Home Depot #47 Bellevue WA S380030851474827 Card 3793		21.18	
2/3		Purchase authorized on 01/30 The Home Depot #47 Redmond WA S380031210786880 Card 3793		147.13	
2/3		Purchase authorized on 01/30 Shell Oil 57446223 Redmond WA S480031217275256 Card 3793		0.93	
2/3		Purchase authorized on 01/30 Shell Oil 57446223 Redmond WA S300031218262766 Card 3793		20.20	
2/3		Purchase authorized on 01/31 The Home Depot #47 Tukwila WA S380032208522014 Card 3793		139.91	
2/3		Purchase authorized on 02/01 Paypal *Conawayser 402-935-7733 CA S480032587280099 Card 3793		2.63	2,005.85
2/4		Purchase authorized on 02/03 Panda Express #215 Issaquah WA S580035161921595 Card 3793		18.04	1,987.81
2/5		Purchase authorized on 02/03 7-Eleven 22561 Seattle WA S300035026847423 Card 3793		22.08	
2/5		Purchase authorized on 02/05 USPS PO 54764600 4412 Cal Seattle WA P003000036696941405 Card 3793		9.50	1,956.23
2/6		Edeposit IN Branch/Store 02/06/20 03:06:16 Pm 5414 Point Fosdick Dr NW Gig Harbor WA 3793	1,800.00		
2/6		Purchase authorized on 02/04 WA Secretary of St .WA.Gov WA S480036048419488 Card 3793		85.00	
2/6		Purchase authorized on 02/05 Panda Express 1709 Gig Harbor WA S480036793558974 Card 3793		13.89	
2/6		Purchase authorized on 02/05 Walgreens #12910 Gig Harbor WA S300036807201841 Card 3793		10.84	
2/6	1036	Cashed Check		400.00	3,246.50
2/7		Online Transfer From Es1 LLC Business Market Rate Savings xxxxxx2378 Ref #Ib07Lwlmlz on 02/07/20	4,000.00		
2/7		Purchase authorized on 02/06 Panda Express 1709 Gig Harbor WA S300037774697921 Card 3793		21.37	
2/7		Withdrawal Made In A Branch/Store		4,427.00	2,798.13
2/10		Purchase authorized on 02/07 76 - United Pacifi Snohomish WA S580038825768576 Card 3793		21.11	
2/10		Purchase authorized on 02/07 Blazing Onion Snoh Snohomish WA S480036843438742 Card 3793		16.06	
2/10		Purchase authorized on 02/07 Baskin Robbins # 3 Snohomish WA S580039002296058 Card 3793		6.52	
2/10		Purchase authorized on 02/08 South Transfer Sta Seattle WA S480040012822343 Card 3793		56.55	
2/10		Purchase authorized on 02/08 McDonald's F13369 Seattle WA S380040022831371 Card 3793		9.88	
2/10		Purchase authorized on 02/08 Shell Oil 57444961 Seattle WA S580040089604261 Card 3793		20.14	
2/10		ATM Withdrawal authorized on 02/08 Georgetown Business Cente Seattle WA 0002306 ATM ID 2593A Card 3793		40.00	
2/10		Purchase authorized on 02/09 McDonald's F13369 Seattle WA S300040720204849 Card 3793		13.83	2,615.04
2/11		Purchase authorized on 02/10 McDonald's F13369 Seattle WA S380041792387226 Card 3793		12.95	2,602.09
2/12		Purchase authorized on 02/10 Shell Oil 57444035 Seattle WA S580042070645626 Card 3793		23.50	
2/12		Purchase authorized on 02/11 Panda Express 1849 Tukwila WA S580042746503159 Card 3793		38.34	2,540.25
2/13		Purchase authorized on 02/12 Puget Sound Energy 888-225-5773 WA S300043659000833 Card 3793		294.85	2,245.40
2/14		Purchase authorized on 02/12 The Home Depot #69 Seattle WA S300044005004839 Card 3793		77.75	

WELLS FARGO

Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
2/14		Purchase authorized on 02/13 Dropbox*Qxxcc32Lr2 Db TT/Cchelp CA S580044657200489 Card 3793		131.99	
2/14		Purchase authorized on 02/13 Panda Express 1650 Seattle WA S580045178173327 Card 3793		20.37	2,015.29
2/18		Purchase Return authorized on 02/13 The Home Depot 470 Seattle WA S820046544575586 Card 3793	228.66		
2/18		Purchase Return authorized on 02/14 The Home Depot #47 Bothell WA S610047544315468 Card 3793	40.18		
2/18		Purchase authorized on 02/13 Shell Oil 57444961 Seattle WA S480044738119921 Card 3793		16.56	
2/18		Purchase authorized on 02/13 The Home Depot 470 Seattle WA S300044622560268 Card 3793		350.00	
2/18		Purchase authorized on 02/14 7-Eleven 22561 Seattle WA S480045561063556 Card 3793		42.86	
2/18		Purchase authorized on 02/14 The Home Depot #47 Marysville WA S380045771645084 Card 3793		113.65	1,761.04
2/20		Purchase authorized on 02/19 Safeway #1062 Seattle WA S580050299813691 Card 3793		38.80	
2/20		Purchase authorized on 02/19 Ikea Seattle Rest Renton WA S300051098585898 Card 3793		20.09	1,702.15
2/21		Purchase authorized on 02/19 Arco#02542East Hil Kent WA S580051157314067 Card 3793		25.85	1,676.30
2/24		Purchase authorized on 02/21 Shell Oil 57444961 Seattle WA S380053102946899 Card 3793		27.14	
2/24		Purchase authorized on 02/23 McDonald's F13369 Seattle WA S380055050775116 Card 3793		15.26	1,833.90
2/26		Purchase authorized on 02/24 McDonald's F5696 Bremerton WA S380055632348499 Card 3793		12.39	
2/26		Purchase authorized on 02/24 Safeway #1467 Bremerton WA S380055672120611 Card 3793		43.85	1,577.56
2/27		ATM Check Deposit on 02/27 West Seattle Seattle WA 0007485 ATM ID 1740A Card 3793	600.00		2,177.56
2/28		ATM Check Deposit on 02/28 West Seattle Seattle WA 0007661 ATM ID 1740A Card 3793	6,300.00		
2/28		Online Transfer From Es1 LLC Business Market Rate Savings xxxxxx2378 Ref #lb07Q75Ltn on 02/28/20	2,500.00		
2/28		Purchase authorized on 02/27 Paypal *Conawayser 402 935-7733 CA S460058464044353 Card 3793		300.00	
2/28		Purchase authorized on 02/27 Paypal *Ambercoraw 402-935-7733 CA S460058464541729 Card 3793		300.00	
2/28		Purchase authorized on 02/27 Paypal *Ambercoraw 402-935-7733 CA S380058569133427 Card 3793		400.00	
2/28		Purchase authorized on 02/27 Paypal *Conawayser 402-935-7733 CA S380058612835241 Card 3793		300.00	
2/28		Purchase authorized on 02/28 Paypal *Conawayserv VISA Direct CA S003800594996236S3 Card 3793		514.80	
2/28		ATM Withdrawal authorized on 02/28 West Seattle Seattle WA 0007662 ATM ID 1740A Card 3793		80.00	
2/28		Card Reversal of Credit 11231199420		3,433.70	5,640.06
Ending balance on 2/29					**5,640.06**
Totals			**$15,615.97**	**$12,166.61**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written *(checks listed are also displayed in the preceding Transaction history)*

Number	Date	Amount
1036	2/6	400.00

Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 02/01/2020 - 02/29/2020	Standard monthly service fee $10.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
· Average ledger balance	$500.00	$2,365.00 ☑

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the last business day of the month will be included in your next fee period.

Account transaction fees summary

Service charge description	*Units used*	*Units included*	*Excess units*	*Service charge per excess units ($)*	*Total service charge ($)*
Cash Deposited ($)	0	3,000	0	0.0030	0.00
Transactions	6	50	0	0.50	0.00
Total service charges					**$0.00**

General statement policies for Wells Fargo Bank

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . . $ _____

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.
$ _____
$ _____
$ _____
+ $ _____

. . . . . TOTAL $ _____

CALCULATE THE SUBTOTAL
(Add Parts A and B)

. . . . . TOTAL $ _____

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . . - $ _____

CALCULATE THE ENDING BALANCE
(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . . $ _____

Number	Items Outstanding	Amount
	Total amount $	

Wells Fargo Simple Business Checking

March 31, 2020 ■ Page 1 of 4

ES1 LLC
4700 36TH AVE SW
SEATTLE WA 98126-2716

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (120)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

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Account options

A check mark in the box indicates you have those convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	☑
Online Statements	☑
Business Bill Pay	☐
Business Spending Report	☑
Overdraft Protection	☑

Activity summary

Beginning balance on 3/1	$5,640.06
Deposits/Credits	10,534.28
Withdrawals/Debits	- 15,295.63
Ending balance on 3/31	**$878.71**
Average ledger balance this period	$2,495.15

Account number: **7621559124**
ES1 LLC
Washington account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 125008547

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings - 000003365602378

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
3/2		Final Credit for Claim-Ref 20030100000104	2.63		
3/2		Purchase authorized on 02/28 Arco#07155Arco #07 Seattle WA S460059780680369 Card 3793		40.22	
3/2		Purchase authorized on 02/28 Seattle City Light 206-684-3000 WA S460060026195491 Card 3793		528.75	
3/2		Purchase authorized on 02/28 Sq *Muzit468@Yahoo Seattle WA SS8006004204050O Card 3793		28.13	
3/2		Purchase authorized on 02/28 The Home Depot 470 Seattle WA S300060179059725 Card 3793		92.33	
3/2		Purchase authorized on 02/29 Paypal *Conawayserv VISA Direct CA 5004600607296672O9 Card 3793		576.54	
3/2		Purchase authorized on 02/29 Paypal *Conawayser 402-935-7733 CA S300060862994835 Card 3793		500.00	
3/2		Online Transfer to The A Team Holdings, LLC Business Checking xxxxxx9116 Ref #Ib07Qfshnr on 02/29/20		3,500.00	376.72
3/3		Card Provisional Credit 10301200073	1,623.80		
3/3		Cashed/Deposited Item Rtrn Unpaid Fee		12.00	
3/3		Deposited Item Rtrn Unpaid - Paper 200303		2,700.00	
3/3		Overdraft Protection From 3365602378	477.51		-33.97
3/4		Online Transfer From The A Team Holdings, LLC Business Checking xxxxxx9116 Ref #Ib07R4Jtv5 on 03/04/20	100.00		66.03
3/5		Card Provisional Credit 10301200095	1,076.54		1,142.57
3/11	<	Business to Business ACH Debit - Capital One Online Pmt 200311 007139910310070 Shibleyeric		105.43	1,037.14
3/12		Genesis fs Card 0009562556 200311 000001159977461 Eric R Shibley		212.23	824.91
3/24		ATM Check Deposit on 03/24 West Seattle Seattle WA 0000865 ATM ID 1740A Card 9012	600.00		
3/24		ATM Check Deposit on 03/24 West Seattle Seattle WA 0000868 ATM ID 1740A Card 9012	1,653.80		
3/24		ATM Deposit Adjustment	100.00		3,178.71
3/26		ATM Check Deposit on 03/25 West Seattle Seattle WA 0001006 ATM ID 1740A Card 9012	2,700.00		
3/26		ATM Check Deposit on 03/25 West Seattle Seattle WA 0001007 ATM ID 1740A Card 9012	2,000.00		7,878.71
3/31		Online Transfer to Fa1 LLC Business Market Rate Savings xxxxxx2378 Ref #Ib07Vyb96Z on 03/30/20		7,000.00	878.71
Ending balance on 3/31					**878.71**
Totals			**$10,534.28**	**$15,295.63**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

< ***Business to Business ACH:*** *If this is a business account, this transaction has a return time frame of one business day from post date. This time frame does not apply to consumer accounts.*

Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 03/01/2020 - 03/31/2020	Standard monthly service fee $10.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
· Average ledger balance	$500.00	$2,495.00 ☑

01/01

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Cash Deposited ($)	0	3,000	0	0.0030	0.00
Transactions	8	50	0	0.50	0.00
Total service charges					**$0.00**

WELLS FARGO

General statement policies for Wells Fargo Bank

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . $ ________

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.

$ ________
$ ________
$ ________
+ $ ________

. . . . TOTAL $ ________

CALCULATE THE SUBTOTAL
(Add Parts A and B)

. . . . TOTAL $ ________

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . - $ ________

CALCULATE THE ENDING BALANCE
(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . $ ________

Number	Items Outstanding	Amount

Total amount $ ________

Wells Fargo Simple Business Checking

April 30, 2020 ■ Page 1 of 4

ES1 LLC
4700 36TH AVE SW
SEATTLE WA 98126-2716

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted
1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (120)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

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Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	☑
Online Statements	☑
Business Bill Pay	☐
Business Spending Report	☑
Overdraft Protection	☑

Activity summary

Beginning balance on 4/1	$876.71
Deposits/Credits	16,820.00
Withdrawals/Debits	- 17,515.92
Ending balance on 4/30	**$182.79**
Average ledger balance this period	$1,437.70

Account number: **7621559124**
ES1 LLC
Washington account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 125008547

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

Your account is linked to the following for Overdraft Protection.

■ Savings 000003365602378

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
4/1		ATM Check Deposit on 04/01 West Seattle Seattle WA 0001655 ATM ID 1740A Card 9012	200.00		
4/1		Purchase authorized on 04/01 Los Schwab Tires 3801 Sw Seattle WA P00580093013188205 Card 9012		236.89	842.02
4/3		Purchase authorized on 04/01 Metropolitan Mkt 1 Seattle WA S300092778746338 Card 9012		237.88	
4/3		Purchase authorized on 04/01 Safeway #1062 Seattle WA S460092822724570 Card 9012		184.79	419.35
4/7		Genesis Card 0009582558 200408 000001178850420 Eric R Shibley		86.38	332.97
4/10		Online Transfer From Es1 LLC Business Market Rate Savings xxxxxx2378 Ref #lb07Xqmnll on 04/10/20	7,600.00		
4/10		Withdrawal Made In A Branch/Store		4,427.00	3,505.97
4/13		ATM Cash Deposit on 04/13 West Seattle Seattle WA 0002841 ATM ID 1740A Card 9012	520.00		
4/13		Online Transfer From Es1 LLC Business Market Rate Savings xxxxxx2378 Ref #lb07Y272Zb on 04/13/20	4,500.00		8,525.97
4/14		Purchase authorized on 04/13 Rite Aid Store - 5 Seattle WA S460105086178182 Card 9012		19.58	8,506.39
4/15		Purchase authorized on 04/13 Safeway #2932 Seattle WA S300104862239445 Card 9012		73.97	
4/15		Fay Servicing ACH Pmts 041320 0888006560 Eric Shibby		7,648.59	783.83
4/21		Sbad Treas 310 Misc Pay 042120 Eidg:3600261356 Nbr*Pmt*Eidg:3600261356\	4,000.00		
4/21		Online Transfer to Es1 LLC Business Market Rate Savings xxxxxx2378 Ref #lb07Zfpkb5 on 04/21/20		4,000.00	783.83
4/24	1078	Check		30.00	753.83
4/27		Purchase authorized on 04/24 Wholefds West#10524 Seattle WA S460116106801562 Card 9012		96.17	657.66
4/29		Purchase authorized on 04/27 Comcast Bellingh C 800-266-2278 WA S460119171214197 Card 9012		251.11	406.55
4/30		Purchase authorized on 04/29 McDonald's F13369 Seattle WA S580120820385349 Card 9012		20.97	
4/30		Purchase authorized on 04/29 O'Reilly Auto Part Seattle WA S580120826124341 Card 9012		52.79	
4/30		Purchase with Cash Back $ 40.00 authorized on 04/30 Wal-Mart Wal-Mart Sup Renton WA P0000000018901499 3 Card 9012		150.00	182.79
Ending balance on 4/30					**182.79**
Totals			**$16,820.00**	**$17,515.92**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written *(checks listed are also displayed in the preceding Transaction history)*

Number	Date	Amount
1078	4/24	30.00

Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 04/01/2020 - 04/30/2020 — Standard monthly service fee $10.00 — You paid $0.00

Monthly service fee summary (continued)

How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
Average ledger balance	$500.00	$1,438.00 ☑

C1/C1

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Cash Deposited ($)	500	3,000	0	0.0030	0.00
Transactions	5	50	0	0.50	0.00
Total service charges					**$0.00**

WELLS FARGO

General statement policies for Wells Fargo Bank

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Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . $ ____________

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.
$ ____________
$ ____________
$ ____________
+ $ ____________

. . . . TOTAL $ ____________

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . TOTAL $ ____________

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . - $ ____________

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . $ ____________

Number	Items Outstanding	Amount
	Total amount $	

Wells Fargo Simple Business Checking

ES1 LLC
4700 36TH AVE SW
SEATTLE WA 98126-2716

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted
1-800-CALL-WELLS (1-800-225-5935)
TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (120)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

Visit wellsfargoworks.com to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	☐
Online Statements	☐
Business Bill Pay	☐
Business Spending Report	☐
Overdraft Protection	☑

Statement period activity summary

Beginning balance on 5/1	$182.79
Deposits/Credits	107,050.09
Withdrawals/Debits	- 106,931.08
Ending balance on 5/31	**$301.80**
Average ledger balance this period	$21,377.17

Account number: **7621559124**
ES1 LLC
Washington account terms and conditions apply
For Direct Deposit use
Routing Number (RTN): 125000547
For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings - 000003365802378

WELLS FARGO

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
5/1		Online Transfer From Es1 LLC Business Market Rate Savings xxxxxx2378 Ref #lb0834x6K2 on 05/01/20	1,000.00		
5/1		Purchase authorized on 04/29 Starbucks Store 11 Seattle WA S300120455814099 Card 9012		9.36	
5/1		Purchase authorized on 04/30 Panda Express #102 Burien WA S380122077931343 Card 9012		35.92	1,137.51
5/4		Purchase authorized on 04/30 Cream Dream Ice CR Burien WA S300122059977301 Card 9012		15.35	
5/4		Purchase authorized on 05/01 WA Secretary of St .WA.Gov WA S580122563838050 Card 9012		50.00	
5/4		Purchase authorized on 05/01 WA Secretary of St .WA.Gov WA S380122575643132 Card 9012		50.00	
5/4		Purchase authorized on 05/01 WA Secretary of St .WA.Gov WA S380122665771470 Card 9012		10.00	
5/4		Purchase authorized on 05/01 Panda Express #102 Burien WA S480123045854312 Card 9012		23.10	989.06
5/6		Purchase authorized on 05/05 McDonald's F1364 Seattle WA S300126711676976 Card 9012		21.54	967.52
5/11		Purchase authorized on 05/08 Dunn Lake Union Seattle WA S300129721332592 Card 9012		14.27	
5/11		Purchase authorized on 05/08 Pp*Sodo Chicken Seattle WA S380129738439843 Card 9012		11.73	
5/11		Purchase authorized on 05/08 WA Secretary of St .WA.Gov WA S580130067786308 Card 9012		200.00	
5/11		Purchase authorized on 05/08 Autozone #1690 Seattle WA S300130122788385 Card 9012		18.69	
5/11		Purchase authorized on 05/09 Bartell Drug 42-Qu Seattle WA S580130312558514 Card 9012		85.92	
5/11		Purchase authorized on 05/09 Bartell Drug 42-Qu Seattle WA S580130318091654 Card 9012		33.53	603.36
5/12		ATM Check Deposit on 05/12 Georgetown Business Cente Seattle WA 0002992 ATM ID 2593A Card 9012	2,400.00		3,003.36
5/14		Recurring Payment authorized on 05/12 Comcast Cable Comm 800-Comcast WA S380134168174589 Card 9012		260.81	2,742.57
5/15		Chem Bank Loan $ ACH 200515 xxxxx3947 Sba Ppp Loan	100,000.00		102,742.57
5/15		Purchase authorized on 05/15 WA Secretary of St .WA.Gov WA S460137235541435 Card 9012		20.00	
5/16		Purchase authorized on 05/16 Les Schwab Tires # Seattle WA S580137700665775 Card 9012		170.64	
5/18		Purchase authorized on 05/16 McDonald's F1364 Seattle WA S460137708640733 Card 9012		9.01	
5/18		Purchase authorized on 05/16 Shell Oil 57444035 Seattle WA S380136009464248 Card 9012		18.54	
5/18		Purchase authorized on 05/16 Shell Oil 57444029 Seattle WA S300139020283597 Card 9012		37.50	
5/18		Purchase authorized on 05/16 McDonald's F13389 Seattle WA S380136033340041 Card 9012		12.20	102,474.68
5/19		ATM Check Deposit on 05/19 West Seattle Seattle WA 0006405 ATM ID 1740A Card 9012	1,000.00		103,474.68
5/21		Online Transfer to Es1 LLC Business Market Rate Savings xxxxxx2378 Ref #lb0863N7Y5 on 05/21/20		100,000.00	3,474.68
5/22		ATM Check Deposit on 05/22 West Seattle Seattle WA 0006832 ATM ID 1740A Card 9012	650.00		
5/22		Genesisfs Card 8000582556 200521 000001194307469 Eric R Shibley		356.14	3,768.54
5/26		Online Transfer From Es1 LLC Business Market Rate Savings xxxxxx2378 Ref #lb088Dtg5R on 05/25/20	2,000.00		
5/28		Purchase authorized on 05/20 The Home Depot #59 Seattle WA S380142045095278 Card 9012		356.09	

Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
5/26		Purchase authorized on 05/22 McDonald's F13369 Seattle WA S300144077673530 Card 9012		10.85	5,401.80
5/27		Adam Wines Consu AR Verify 016Kciufn1F10Sy Es1 LLC	0.09		
5/27	<	Business to Business ACH Debit - Adam Wines Consu AR Verify 016Kciufn1F10Sy Es1 LLC		0.09	
5/27	<	Business to Business ACH Debit - Adam Wines Consu Bill.Com 016Anxbkd1F0Mhj Adam Wines Consulting LLC - Inv #161		5,100.00	301.80
Ending balance on 5/31					301.80
Totals			$107,050.09	$106,931.08	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

< ***Business to Business ACH:*** *If this is a business account, this transaction has a return time frame of one business day from post date. This time frame does not apply to consumer accounts.*

Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 05/01/2020 - 05/31/2020	Standard monthly service fee $10.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
· Average ledger balance	$500.00	$21,377.00 ☑

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the last business day of the month will be included in your next fee period.

C/C1

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Cash Deposited ($)	0	3,000	0	0.0030	0.00
Transactions	12	50	0	0.50	0.00
Total service charges					**$0.00**

IMPORTANT ACCOUNT INFORMATION

Effective June 20, 2020, we are updating the Funds Availability Policy in our Deposit Account Agreement as follows:

In the "Longer delays may apply" section, when a longer delay applies, we are making the following changes:
- The amount of your deposit that may be available on the first business day after the day of your deposit is increasing from $200 to $225.
- We are changing the check deposit amount exception that may lead to a delay of generally no more than seven business days from "You deposit checks totaling more than $5,000 on any one day" to "You deposit checks totaling more than $5,525 on any one day."

In the "Special rules for new accounts" section, setting forth special rules that apply during the first 30 days your account is open, we are updating the amounts in the two bullets in the second paragraph from $5,000 to $5,525 and from $200 to $225 as follows:

- The first $5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks and U.S. Postal Service money orders made payable to you will be available on the first business day after the day of your deposit.
- The excess over $5,525 and funds from all other check deposits will be available on the seventh business day after the day of your deposit. The first $225 of a day's total deposit of funds from all other check deposits, however, may be available on the first business day after the day of your deposit.

To provide you with additional flexibility to access accounts, we have increased the daily ATM withdrawal limit on your Wells Fargo Debit, ATM, or EasyPay Card(s) to $710. Any card that already has a daily ATM withdrawal limit of $710 or more remains the same. To view your card limits any time, sign on at wellsfargo.com/cardcontrol and click on Open Card Details.

WELLS FARGO

General statement policies for Wells Fargo Bank

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . $ ________

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.

$ ________
$ ________
$ ________
+ $ ________

. . . . TOTAL $ ________

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . TOTAL $ ________

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . - $ ________

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . $ ________

Number	Items Outstanding	Amount
	Total amount $	

Business Market Rate Savings

ES1 LLC
4700 36TH AVE SW
SEATTLE WA 98126-2716

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (120)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

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Activity summary

Beginning balance on 10/10	$0.00
Deposits/Credits	60,025.45
Withdrawals/Debits	- 7,000.00
Ending balance on 10/31	**$53,025.45**
Average ledger balance this period	$25,070.45

Account number: **3365602378**
ES1 LLC
Washington account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 125000854

For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.45
Average collected balance	$25,070.45
Annual percentage yield earned	0.03%
Interest earned this statement period	$0.45
Interest paid this year	$0.45

Transaction history

Date	*Description*	*Deposits/ Credits*	*Withdrawals/ Debits*	*Ending daily balance*
10/10	Savings Opening Deposit	25.00		25.00
10/22	Online Transfer From Es1 LLC Business Checking xxxxxx0124 Ref #lb0729Szyy on 10/21/19	60,000.00		60,025.00

Transaction history (continued)

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
10/25	Transfer IN Branch/Store - to Es1 LLC DDA xxxxxx9124 4314 Sw Alaska St Seattle WA		7,000.00	53,025.00
10/31	Interest Payment	0.45		53,025.45
Ending balance on 10/31				**53,025.45**
Totals		**$60,025.45**	**$7,000.00**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 10/10/2019 - 10/31/2019 — Standard monthly service fee $6.00 — You paid $0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. Your fee waiver is about to expire. You will need to meet the requirement(s) to avoid the monthly service fee.

How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
· Average collected balance	$500.00	$25,070.00 ☑
· Total automatic transfers from an eligible Wells Fargo business checking account	$25.00	$0.00 ☐

YCYC

WELLS FARGO

General statement policies for Wells Fargo Bank

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You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . $ ____________

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement

$ ____________
$ ____________
$ ____________
+ $ ____________

. . . . **TOTAL** $ ____________

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . **TOTAL** $ ____________

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . $ ____________

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . $ ____________

Number	Items Outstanding	Amount
	Total amount $	

Business Market Rate Savings

November 30, 2019 ■ Page 1 of 3

ES1 LLC
4700 36TH AVE SW
SEATTLE WA 98126-2716

Questions?

Available by phone 24 hours a day, 7 days a week.
Telecommunications Relay Services calls accepted

1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (120)
P.O. Box 6995
Portland, OR 97228-6995

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Activity summary

Beginning balance on 11/1	$53,025.45
Deposits/Credits	1.08
Withdrawals/Debits	- 16,500.00
Ending balance on 11/30	**$36,626.53**
Average ledger balance this period	$43,842.11

Account number: **3365602378**
ES1 LLC
Washington account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 125008547

For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$1.08
Average collected balance	$43,842.11
Annual percentage yield earned	0.03%
Interest earned this statement period	$1.08
Interest paid this year	$1.53

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
11/12	* Online Transfer to Es1 LLC Business Checking xxxxxx9124 Ref #lb075Hg6Jf on 11/12/19		4,000.00	49,025.45
11/13	Transfer IN Branch/Store - to Es1 LLC DDA xxxxxx9124 4314 Sw Alaska St Seattle WA		3,000.00	

WELLS FARGO

Transaction history (continued)

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
11/13	Transfer IN Branch/Store - to Es1 LLC DDA xxxxxx9124 4011 S 184th St Seatac WA		2,000.00	44,025.45
11/14	* Online Transfer to Es1 LLC Business Checking xxxxxx9124 Ref #lb075Rmsd on 11/14/19		4,500.00	39,525.45
11/20	* Online Transfer to Es1 LLC Business Checking xxxxxx9124 Ref #lb07/6Mv6Mk on 11/19/19		3,000.00	36,525.45
11/29	Interest Payment	1.08		36,526.53
Ending balance on 11/30				**36,526.53**
Totals		**$1.08**	**$16,500.00**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

* *Indicates transaction counts toward the Regulation D and Wells Fargo savings withdrawal and transfer limit. Except outgoing wire transfers, there is no limit on the number of withdrawals or transfers made in person at an ATM or Wells Fargo location or on any types of deposits. For more information, please refer to your Account Agreement.*

Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 11/01/2019 - 11/30/2019 — Standard monthly service fee $6.00 — You paid $0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. This is the final period with the fee waived. For the next fee period, you need to meet the requirement(s) to avoid the monthly service fee.

How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
Average collected balance	$500.00	$43,842.00 ☑
Total automatic transfers from an eligible Wells Fargo business checking account	$25.00	$0.00 ☐

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the last business day of the month will be included in your next fee period.

YDYC

IMPORTANT ACCOUNT INFORMATION

We are updating the Wells Fargo Deposit Account Agreement as follows:

Effective December 31, 2019, in the section of the Agreement titled, "Rights and Responsibilities", the response to "Is your wireless operator authorized to provide information to assist in verifying your identity?" is deleted and replaced with the following:

Yes, and as part of your account relationship, we may rely on this information to assist in verifying your identity. You understand and agree that Wells Fargo may collect, use and retain personal or other information about you or your device pursuant to Wells Fargo's policies or as required by applicable law.

You authorize your wireless operator to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device details, if available, to Wells Fargo and service providers for the duration of the business relationship, solely for identity verification and fraud avoidance. Review our Privacy Policy for how we treat your data. You represent that you are the owner of the mobile phone number or have the delegated legal authority to act on behalf of the mobile subscriber to provide this consent.

WELLS FARGO

General statement policies for Wells Fargo Bank

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You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . $ ________

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement

$ ________
$ ________
$ ________
+ $ ________

. . . . TOTAL $ ________

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . TOTAL $ ________

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . - $ ________

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . $ ________

Number	Items Outstanding	Amount
	Total amount $	

Business Market Rate Savings

ES1 LLC
4700 36TH AVE SW
SEATTLE WA 98126-2716

Questions?

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Your Business and Wells Fargo

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IMPORTANT ACCOUNT INFORMATION

We may change the statement period and monthly fee period assigned to your account without advance notification. If your account earns interest, these changes will not affect interest calculations, but they may affect the date we post interest to your account.

For all accounts except business analyzed checking, if the first new fee period created by our change is fewer than 25 days, the bank will automatically waive the monthly service fee for that period.

Activity summary

Beginning balance on 12/1	$36,526.53
Deposits/Credits	2,500.64
Withdrawals/Debits	- 14,427.00
Ending balance on 12/31	**$24,600.17**
Average ledger balance this period	$25,096.82

Account number: **3365602378**
ES1 LLC
Washington account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 125008547

For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.64
Average collected balance	$25,096.82
Annual percentage yield earned	0.03%
Interest earned this statement period	$0.64
Interest paid this year	$2.17

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
12/4	* Online Transfer to Es1 LLC Business Checking xxxxxx9124 Ref #lb078Yf6Cn on 12/04/19		5,000.00	31,526.53
12/9	Transfer IN Branch/Store - to Es1 LLC DDA xxxxxx9124 4314 Sw Alaska St Seattle WA		4,427.00	
12/9	* Online Transfer to Es1 LLC Business Checking xxxxxx9124 Ref #lb079H7Yjt on 12/07/19		5,000.00	22,099.53
12/31	Online Transfer From Es1 LLC Business Checking xxxxxx9124 Ref #lb07Dwz3K5 on 12/31/19	2,500.00		
12/31	Interest Payment	0.64		24,600.17
Ending balance on 12/31				**24,600.17**
Totals		**$2,500.64**	**$14,427.00**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

* *Indicates transaction counts toward the Regulation D and Wells Fargo savings withdrawal and transfer limit. Except outgoing wire transfers, there is no limit on the number of withdrawals or transfers made in person at an ATM or Wells Fargo location or on any types of deposits. For more information, please refer to your Account Agreement.*

Monthly service fee summary

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Fee period 12/01/2019 - 12/31/2019	Standard monthly service fee $8.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
Average collected balance	$500.00	$25,097.00 ☑
Total automatic transfers from an eligible Wells Fargo business checking account	$25.00	$0.00 ☐

You're

General statement policies for Wells Fargo Bank

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P O. Box 5058, Portland, OR 97208-5058.

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2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . . $ _____

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.

$ _____
$ _____
$ _____
+ $ _____

. . . . . TOTAL $ _____

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . . TOTAL $ _____

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . . - $ _____

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . . $ _____

Number	Items Outstanding	Amount
	Total amount	$

Business Market Rate Savings

ES1 LLC
4700 36TH AVE SW
SEATTLE WA 98126-2716

Questions?

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En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (120)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

Visit wellsfargoworks.com to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

Activity summary

Beginning balance on 1/1	$24,600.17
Deposits/Credits	0.37
Withdrawals/Debits	- 14,423.19
Ending balance on 1/31	**$10,177.35**
Average ledger balance this period	$14,562.29

Account number: **3365602378**
ES1 LLC
Washington account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 125008547

For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.37
Average collected balance	$14,562.29
Annual percentage yield earned	0.03%
Interest earned this statement period	$0.37
Interest paid this year	$0.37
Total interest paid in 2019	$2.17

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
1/2	* Online Transfer to Es1 LLC Business Checking xxxxxx9124 Ref #lb07Fb2Vjl on 01/02/20		2,000.00	22,600.17
1/5	Withdrawal Made In A Branch/Store		4,427.00	18,173.17

Transaction history (continued)

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
1/8	* Overdraft Protection to 7621559124		256.00	17,917.17
1/9	* Overdraft Protection to 7621559124		25.00	17,892.17
1/10	* Online Transfer to Es1 LLC Business Checking xxxxxx9124 Ref #lb0/Gfhskv on 01/09/20		1,500.00	
1/10	Transfer IN Branch/Store - to Es1 LLC DDA xxxxxx9124 4314 Sw Alaska St Seattle WA		2,000.00	14,392.17
1/17	* Overdraft Protection to 7621559124		1,001.78	13,390.39
1/21	* Overdraft Protection to 7621559124		1,012.50	12,377.89
1/23	* Overdraft Protection to 7621559124		1,639.42	
1/23	Excess Activity Fee		15.00	10,723.47
1/27	* Overdraft Protection to 7621559124		531.49	
1/27	Excess Activity Fee		15.00	10,176.98
1/31	Interest Payment	0.37		10,177.35
Ending balance on 1/31				**10,177.35**
Totals		**$0.37**	**$14,423.19**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

* *Indicates transaction counts toward the Regulation D and Wells Fargo savings withdrawal and transfer limit. One or more Excess Activity Fees have been assessed because the combined total limit of six (6) per monthly fee period has been exceeded. Except for outgoing wire transfers, there is no limit on the number of withdrawals or transfers made in person at an ATM or Wells Fargo location or on any types of deposits. For more information, please refer to your Account Agreement.*

Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefaq for a link to those documents, and answers to common monthly service fee questions.

Fee period 01/01/2020 - 01/31/2020	Standard monthly service fee $5.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
Average collected balance	$500.00	$14,562.00 ☑
Total automatic transfers from an eligible Wells Fargo business checking account	$25.00	$0.00 ☐

YCYC

General statement policies for Wells Fargo Bank

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . . $ _____

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.
$ _____
$ _____
$ _____
+ $ _____
. . . . . TOTAL $ _____

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . . TOTAL $ _____

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . . - $ _____

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . . $ _____

Number	Items Outstanding	Amount
	Total amount $	

Business Market Rate Savings

ES1 LLC
4700 36TH AVE SW
SEATTLE WA 98126-2716

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted
1-800-CALL-WELLS (1-800-225-5935)
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Activity summary

Beginning balance on 2/1	$10,177.35
Deposits/Credits	0.16
Withdrawals/Debits	- 6,500.00
Ending balance on 2/29	**$3,677.51**
Average ledger balance this period	$6,832.52

Account number: 3365602378
ES1 LLC
Washington account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 125008547

For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.16
Average collected balance	$6,832.52
Annual percentage yield earned	0.03%
Interest earned this statement period	$0.16
Interest paid this year	$0.53
Total interest paid in 2019	$2.17

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
2/7	* Online Transfer to Es1 LLC Business Checking xxxxxx9124 Ref #Ib07Lwtmlz on 02/07/20		4,000.00	6,177.35
2/28	* Online Transfer to Es1 LLC Business Checking xxxxxx9124 Ref #Ib07Q75Ltn on 02/28/20		2,500.00	
2/28	Interest Payment	0.16		3,677.51
Ending balance on 2/29				**3,677.51**
Totals		**$0.16**	**$6,500.00**	

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Fee period 02/01/2020 - 02/29/2020	Standard monthly service fee $8.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
· Average collected balance	$500.00	$6,633.00 ☑
· Total automatic transfers from an eligible Wells Fargo business checking account	$25.00	$0.00 ☐

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non business days. Transactions occurring after the last business day of the month will be included in your next fee period.

YCNC

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3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . . $ _____

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.
$ _____
$ _____
$ _____
+ $ _____

. . . . . TOTAL $ _____

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . . TOTAL $ _____

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . . $ _____

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . . $ _____

Number	Items Outstanding	Amount
	Total amount	$

Business Market Rate Savings

March 31, 2020 ■ Page 1 of 3

ES1 LLC
4700 36TH AVE SW
SEATTLE WA 98126-2716

Questions?

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Activity summary

Beginning balance on 3/1	$3,677.51
Deposits/Credits	7,000.01
Withdrawals/Debits	- 3,683.51
Ending balance on 3/31	**$6,994.01**
Average ledger balance this period	$359.83

Account number: **3365602378**
ES1 LLC
Washington account terms and conditions apply
For Direct Deposit use
Routing Number (RTN): 125008547
For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.01
Average collected balance	$359.83
Annual percentage yield earned	0.03%
Interest earned this statement period	$0.01
Interest paid this year	$0.54
Total interest paid in 2019	$2.17

Transaction history

Date	*Description*	*Deposits/ Credits*	*Withdrawals/ Debits*	*Ending daily balance*
3/2	* Online Transfer to The A Team Holdings, LLC Business Market Rate Savings xxxxxx3536 Ref #lb07Qfsj4G on 02/29/20		3,200.00	477.51
3/4	* Overdraft Protection to 7621559124		477.51	0.00

Transaction history (continued)

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
3/31	Online Transfer From Bs1 LLC Business Checking xxxxxx9124 Ref #Ib07Vyb96Z on 03/30/20	7,000.00		
3/31	Interest Payment	0.01		
3/31	Monthly Service Fee		8.00	6,994.01
Ending balance on 3/31				**6,994.01**
Totals		**$7,000.01**	**$3,683.51**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

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Monthly service fee summary

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Fee period 03/01/2020 - 03/31/2020	Standard monthly service fee $8.00	You paid $8.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements:		
Average collected balance	$500.00	$360.00 ☐
Total automatic transfers from an eligible Wells Fargo business checking account	$25.00	$0.00 ☐

YC/YC

Wells Fargo Simple Business Checking

ERIC R SHIBLEY MD PLLC
DBA SHIBLEY MEDICAL CLINIC
4700 36TH AVE SW
SEATTLE WA 98126-2716

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

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Portland, OR 97228-6995

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Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	☑
Online Statements	☑
Business Bill Pay	☐
Business Spending Report	☑
Overdraft Protection	☐

Activity summary

Beginning balance on 2/1	$1,488.38
Deposits/Credits	1,427.67
Withdrawals/Debits	- 2,566.74
Ending balance on 2/29	**$349.31**
Average ledger balance this period	$839.81

Account number: **6621617262**
ERIC R SHIBLEY MD PLLC
DBA SHIBLEY MEDICAL CLINIC

Washington account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 125008547

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
2/3		Purchase authorized on 01/31 Skagit Valley Food Mount Vernon WA S480031628150187 Card 1422		7.88	
2/3		ATM Withdrawal authorized on 02/01 West Seattle Seattle WA 0003755 ATM ID 1740A Card 1422		300.00	
2/3		Purchase authorized on 02/02 Practice Fusion 415-346-7700 CA S580033368283708 Card 1422		109.00	
2/3	<	Business to Business ACH Debit - Merchant Bankcd Fee 200202 209210953888 Shibley Medical		15.01	
2/3	<	Business to Business ACH Debit - Merchant Bankcd Discount 200202 209210953888 Shibley Medical		57.95	
2/3	<	Business to Business ACH Debit - Merchant Bankcd Interchng 200202 209210953888 Shibley Medical		114.39	884.15
2/7		Purchase Return authorized on 02/05 The Home Depot #47 Tukwila WA S610038545592812 Card 1422	24.66		908.81
2/18		Purchase Return authorized on 02/14 The Home Depot #47 Bothell WA S610047544315472 Card 1422	18.47		
2/18		Purchase Return authorized on 02/14 The Home Depot #47 Kent WA S610047544315474 Card 1422	78.00		
2/18		Purchase Return authorized on 02/14 The Home Depot #47 Kent WA S610047544315473 Card 1422	111.38		
2/18		Purchase Return authorized on 02/15 The Home Depot #47 Kent WA S610048552957291 Card 1422	59.56		
2/18		Purchase Return authorized on 02/15 The Home Depot #47 Tukwila WA S610048552957290 Card 1422	135.60		
2/18		Purchase authorized on 02/14 The Home Depot #85 Burlington WA S480045716482105 Card 1422		133.81	
2/18		Purchase authorized on 02/14 The Home Depot #47 Bothell WA S380045911586239 Card 1422		129.28	
2/18		Purchase authorized on 02/14 The Home Depot #47 Kent WA S480046197871965 Card 1422		176.26	
2/18		Purchase authorized on 02/14 The Home Depot #47 Kent WA S580046216784522 Card 1422		41.55	
2/18		Purchase authorized on 02/15 The Home Depot #47 Seattle WA S380046794750327 Card 1422		163.39	
2/18		Purchase authorized on 02/15 The Home Depot #47 Tukwila WA S480047055785862 Card 1422		122.16	
2/18		Purchase authorized on 02/15 Best Meats Kent WA S480047072460018 Card 1422		71.22	
2/18		Purchase authorized on 02/15 The Home Depot #47 Kent WA S480047088296367 Card 1422		32.25	
2/18		Purchase authorized on 02/16 McDonald's F13369 Seattle WA S480048018731147 Card 1422		6.47	435.43
2/21		Online Transfer From The A Team Holdings, LLC Business Market Rate Savings xxxxxx3536 Ref #Ib07P3V8B4 on 02/21/20	1,000.00		
2/21		Purchase authorized on 02/20 McDonald's F13369 Seattle WA S580052045613205 Card 1422		29.21	1,406.22
2/24		Purchase authorized on 02/21 Sq *Conaway Proper Granite Falls WA S580052765685211 Card 1422		1,000.00	406.22
2/27		Purchase authorized on 02/26 Chevron 0375344 Seattle WA S380058099450977 Card 1422		4.16	402.06

Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
2/28		Purchase authorized on 02/26 South Park Food Ce Seattle WA S300058078072448 Card 1422		5.50	
2/28		Purchase authorized on 02/26 The Home Depot #89 Seattle WA S380058151979171 Card 1422		47.25	349.31
Ending balance on 2/29					**349.31**
Totals			**$1,427.67**	**$2,566.74**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

^ ***Business to Business ACH:*** *If this is a business account, this transaction has a return time frame of one business day from post date. This time frame does not apply to consumer accounts.*

Monthly service fee summary

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Fee period 02/01/2020 - 02/29/2020	Standard monthly service fee $10.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
· Average ledger balance	$500.00	$840.00 ☑

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the last business day of the month will be included in your next fee period.

CMC1

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Cash Deposited ($)	0	3,000	0	0.0030	0.00
Transactions	3	50	0	0.50	0.00
Total service charges					**$0.00**

General statement policies for Wells Fargo Bank

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You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement $ _____

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement $ _____ + $ _____ TOTAL $ _____

CALCULATE THE SUBTOTAL

(Add Parts A and B)

TOTAL $ _____

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above $ _____

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register $ _____

Number	Items Outstanding	Amount
	Total amount $	

Wells Fargo Simple Business Checking

March 31, 2020 ■ Page 1 of 3

ERIC R SHIBLEY MD PLLC
DBA SHIBLEY MEDICAL CLINIC
4700 36TH AVE SW
SEATTLE WA 98126-2716

Questions?

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Business Online Banking	☑
Online Statements	☑
Business Bill Pay	☐
Business Spending Report	☑
Overdraft Protection	☐

Activity summary

Beginning balance on 3/1	$349.31
Deposits/Credits	1,427.72
Withdrawals/Debits	- 1,475.01
Ending balance on 3/31	**$302.02**
Average ledger balance this period	$463.91

Account number: **6621617262**
ERIC R SHIBLEY MD PLLC
DBA SHIBLEY MEDICAL CLINIC
Washington account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 125008547

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection
This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
3/2		Online Transfer to Eric R Shibley MD Pllc Business Market Rate Savings xxxxxx7247 Ref #lb07Qft4Gz on 02/29/20		150.00	199.31
3/3	<	Business to Business ACH Debit - Merchant Bankcd Fee 200302 209210953888 Shibley Medical		12.70	
3/3	<	Business to Business ACH Debit - Merchant Bankcd Discount 200302 209210953888 Shibley Medical		40.18	
3/3	<	Business to Business ACH Debit - Merchant Bankcd Interchng 200302 209210953888 Shibley Medical		62.05	84.30
3/4		Card Provisional Credit 20304200163	1,000.00		
3/4		Edeposit IN Branch/Store 03/04/20 02:21:44 Pm 4314 Sw Alaska St Seattle WA 7262	400.00		1,484.30
3/6		Online Transfer to The A Team Holdings, LLC Business Market Rate Savings xxxxxx3536 Ref #lb07Rjh9Sn on 03/06/20		1,200.00	284.30
3/16		Wells Fargo Cashback Rewards	27.72		312.02
3/31		Monthly Service Fee		10.00	302.02
Ending balance on 3/31					**302.02**
Totals			**$1,427.72**	**$1,475.01**	

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< ***Business to Business ACH:*** *If this is a business account, this transaction has a return time frame of one business day from post date. This time frame does not apply to consumer accounts.*

Items returned unpaid

Date	Description			Amount
3/25	Merchant Bankcd Chargeback 200323 209210953888 Shibley Medical	Reference #	091000010166215	500.00

Monthly service fee summary

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Fee period 03/01/2020 - 03/31/2020	Standard monthly service fee $10.00	You paid $10.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
- Average ledger balance	$500.00	$464.00 ☐

c.uc1

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Cash Deposited ($)	0	3,000	0	0.0030	0.00
Transactions	5	50	0	0.50	0.00
Total service charges					**$0.00**

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2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . . $ _____

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement. $ _____ + $ _____ . . . . . TOTAL $ _____

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . . TOTAL $ _____

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . . - $ _____

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . . $ _____

Number	Items Outstanding	Amount
	Total amount $	

Wells Fargo Simple Business Checking

ERIC R SHIBLEY MD PLLC
DBA SHIBLEY MEDICAL CLINIC
4700 38TH AVE SW
SEATTLE WA 98126-2716

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted
1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (120)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

Visit wellsfargoworks.com to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	☑
Online Statements	☑
Business Bill Pay	☐
Business Spending Report	☑
Overdraft Protection	☐

Activity summary

Beginning balance on 4/1	$302.02
Deposits/Credits	13,900.00
Withdrawals/Debits	- 13,492.21
Ending balance on 4/30	**$709.81**
Average ledger balance this period	$822.41

Account number: **6621617262**
ERIC R SHIBLEY MD PLLC
DBA SHIBLEY MEDICAL CLINIC
Washington account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 125008547

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection
This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements, please call the number listed on your statement or visit your Wells Fargo store.

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
4/6		ATM Check Deposit on 04/05 West Seattle Seattle WA 00021 21 ATM ID 1740A Card 9205	900.00		1,202.02
4/7		Purchase authorized on 04/05 Safeway #2932 Seattle WA S460097098179087 Card 9205		38.32	1,163.70
4/8		Online Transfer to Eric R Shibley MD Pllc Business Market Rate Savings xxxxx7247 Ref #lb07Xdzybj on 04/08/20		700.00	463.70
4/9		Purchase authorized on 04/07 Staples 0011 Seattle WA S380098818218440 Card 9205		24.21	
4/9		Purchase authorized on 04/07 Safeway #2932 Seattle WA S500098831355735 Card 9205		59.14	380.35
4/21		Sbad Treas 310 Misc Pay 042120 Edg:3600262629 Ntc*Pmt*Edg:3600262629\	4,000.00		
4/21		Online Transfer to Eric R Shibley MD Pllc Business Market Rate Savings xxxxx7247 Ref #lb07Zfphvd on 04/21/20		4,000.00	380.35
4/22		Purchase authorized on 04/21 Les Schwab Tires # Seattle WA S380113026502236 Card 9205		270.54	109.81
4/23		Online Transfer From Eric R Shibley MD Pllc Business Market Rate Savings xxxxx7247 Ref #lb07Zpmlst on 04/23/20	3,000.00		3,109.81
4/27		Online Transfer From Es1 LLC Business Market Rate Savings xxxxx2378 Ref #lb08279Cbx on 04/27/20	6,000.00		
4/27		Singh Accounting Acct Fee Yearly Fee Shibley Medical		8,400.00	709.81
Ending balance on 4/30					**709.81**
Totals			**$13,900.00**	**$13,492.21**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 04/01/2020 - 04/30/2020	Standard monthly service fee $10.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
- Average ledger balance	$500.00	$822.00 ☑

CHCI

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Cash Deposited ($)	0	3,000	0	0.0030	0.00
Transactions	3	50	0	0.50	0.00
Total service charges					**$0.00**

WELLS FARGO

General statement policies for Wells Fargo Bank

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . $ ____

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.
$ ____
$ ____
$ ____
+ $ ____

. . . . TOTAL $ ____

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . TOTAL $ ____

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . - $ ____

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . $ ____

Number	Items Outstanding	Amount
	Total amount $	

Wells Fargo Simple Business Checking

May 31, 2020 ■ Page 1 of 5

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DBA SHIBLEY MEDICAL CLINIC
4700 36TH AVE SW
SEATTLE WA 98126-2716

Questions?

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Business Online Banking	☐
Online Statements	☐
Business Bill Pay	☐
Business Spending Report	☐
Overdraft Protection	☐

Statement period activity summary

Beginning balance on 5/1	$709.81
Deposits/Credits	1,630.06
Withdrawals/Debits	- 2,209.46
Ending balance on 5/31	**$130.41**
Average ledger balance this period	$473.81

Account number: **6621617262**
ERIC R SHIBLEY MD PLLC
DBA SHIBLEY MEDICAL CLINIC
Washington account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 125008547

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection
This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
5/1		Purchase authorized on 04/29 Staples 0011 Burien WA S300120852307638 Card 9205		80.29	629.52
5/4		ATM Check Deposit on 05/04 Georgetown Business Cente Seattle WA 0002141 ATM ID 2593A Card 9205	149.40		
5/4		Purchase authorized on 05/02 Panda Express #102 Burien WA S580124092808296 Card 9205		28.40	
5/4		Purchase authorized on 05/02 Panda Express #102 Burien WA S380124097050211 Card 9205		10.73	
5/4		Purchase authorized on 05/03 McDonald's F13369 Seattle WA S480124772263225 Card 9205		15.92	725.87
5/5		Purchase authorized on 05/03 Shell Oil 57444981 Seattle WA S460124744460612 Card 9205		33.21	
5/5		Purchase authorized on 05/04 Wholefds Mbd #1063 Seattle WA S380125793511586 Card 9205		80.84	611.82
5/6		ATM Cash Deposit on 05/06 West Seattle Seattle WA 0005344 ATM ID 1740A Card 9205	440.00		
5/6		ATM Cash Deposit on 05/06 West Seattle Seattle WA 0005345 ATM ID 1740A Card 9205	140.00		
5/6		Purchase authorized on 05/04 Shell Oil 57444026 Seattle WA S380125702902696 Card 9205		42.42	
5/6		Online Transfer to The A Team Holdings, LLC Business Checking xxxxxx9116 Ref #Ib063Tzgyv on 05/06/20		600.00	549.40
5/7		Purchase authorized on 05/05 The Home Depot #89 Seattle WA S300126817231895 Card 9205		128.17	
5/7		Purchase authorized on 05/05 McDonald's F472 Seattle WA S580127115002183 Card 9205		20.31	
5/7		Purchase authorized on 05/06 Panda Express #102 Burien WA S580128154142425 Card 9205		12.38	388.54
5/8		Overdraft Fee for a Transaction Posted on 05/07 $128.17 Purchase Authori Zed on 05/05 The Home Depot #89 Seattle		35.00	
5/8		Overdraft Fee for a Transaction Posted on 05/07 $20.31 Purchase Authori Zed on 05/05 McDonald's F472 Seattle		35.00	
5/8		Overdraft Fee for a Transaction Posted on 05/07 $12.38 Purchase Authori Zed on 05/06 Panda Express #102 Burien		35.00	
5/8		Online Transfer From Eric R Shibley MD Plic Business Market Rate Savings xxxxxx7247 Ref #Ib0846Rg3Z on 05/08/20	400.00		
5/8		Purchase authorized on 05/06 WA Secretary of St .WA Gov WA S380127754643532 Card 9205		100.00	583.54
5/11		05/11Bankcard Deposit 0225132118	500.00		
5/11		Purchase authorized on 05/07 Safeway #2932 Seattle WA S380129180958264 Card 9205		393.08	
5/11		Purchase authorized on 05/08 Safeway #2932 Seattle WA S580130030389013 Card 9205		46.60	
5/11		Purchase authorized on 05/10 Jiffy Lube 2079 Burien WA S300131846934315 Card 9205		59.38	
5/11		Purchase authorized on 05/10 Panda Express #102 Burien WA S460132054212629 Card 9205		11.00	
5/11		Clover App Mkt Clover App 200511 899-9348095-000 Eric R Shibley MD Plic		5.44	568.04
5/12		Bankcard Fee - 0225132118		10.00	558.04
5/19		Purchase authorized on 05/17 Safeway #2932 Seattle WA S380136579779702 Card 9205		55.64	502.40
5/22		Eric Shibley Acctconfrm 200521 Eric Shibley	0.11		
5/22		Eric Shibley Acctconfrm 200521 Eric Shibley	0.55		
5/22		Eric Shibley Acctconfrm 200521 Eric Shibley		0.66	502.40
5/26		Purchase authorized on 05/22 Dropbox*Nhwpxq91H Db.Tt/Cchelp DE S380143/64443810 Card 9205		131.99	

Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
5/28		ATM Withdrawal authorized on 05/25 West Seattle Seattle WA 0007204 ATM ID 1740A Card 9205		40.00	
5/28		ATM Withdrawal authorized on 05/25 West Seattle Seattle WA 0007205 ATM ID 1740A Card 9205		200.00	130.41
Ending balance on 5/31					**130.41**
Totals			**$1,830.06**	**$2,209.46**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 05/01/2020 - 05/31/2020	Standard monthly service fee $10.00	You paid $0.00

The bank has waived the fee for this fee period.

How to avoid the monthly service fee	Minimum required	This fee period
I have any ONE of the following account requirements		
Average ledger balance	$500.00	$474.00 ☐

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the last business day of the month will be included in your next fee period.

0101

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Cash Deposited ($)	500	3,000	0	0.0030	0.00
Transactions	5	50	0	0.50	0.00
Total service charges					**$0.00**

IMPORTANT ACCOUNT INFORMATION

Effective June 20, 2020, we are updating the Funds Availability Policy in our Deposit Account Agreement as follows:

In the "Longer delays may apply" section, when a longer delay applies, we are making the following changes:
- The amount of your deposit that may be available on the first business day after the day of your deposit is increasing from $200 to $225.
- We are changing the check deposit amount exception that may lead to a delay of generally no more than seven business days from "You deposit checks totaling more than $5,000 on any one day" to "You deposit checks totaling more than $5,525 on any one day."

In the "Special rules for new accounts" section, setting forth special rules that apply during the first 30 days your account is open, we are updating the amounts in the two bullets in the second paragraph from $5,000 to $5,525 and from $200 to $225 as follows:

- The first $5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks and U.S. Postal Service money orders made payable to you will be available on the first business day after the day of your deposit.
- The excess over $5,525 and funds from all other check deposits will be available on the seventh business day after the day of your deposit. The first $225 of a day's total deposit of funds from all other check deposits, however, may be available on the first business day after the day of your deposit.

To provide you with additional flexibility to access accounts, we have increased the daily ATM withdrawal limit on your Wells Fargo Debit, ATM, or EasyPay Card(s) to $710. Any card that already has a daily ATM withdrawal limit of $710 or more remains the same. To view your card limits any time, sign on at wellsfargo.com/cardcontrol and click on Open Card Details.

WELLS FARGO

General statement policies for Wells Fargo Bank

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . $ ____________

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.

$ ____________
$ ____________
$ ____________
+ $ ____________

. . . . TOTAL $ ____________

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . TOTAL $ ____________

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . - $ ____________

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)

This amount should be the same as the current balance shown in your check register . . . . $ ____________

Number	Items Outstanding	Amount
	Total amount $	

Wells Fargo Simple Business Checking

November 30, 2019 ■ Page 1 of 4

ERIC R SHIBLEY MD PLLC
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4700 36TH AVE SW
SEATTLE WA 98126-2716

Questions?

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Business Online Banking	☑
Online Statements	☐
Business Bill Pay	☐
Business Spending Report	☑
Overdraft Protection	☐

Activity summary

Beginning balance on 11/27	$0.00
Deposits/Credits	25.00
Withdrawals/Debits	- 0.00
Ending balance on 11/30	**$25.00**
Average ledger balance this period	$25.00

Account number: **6621617262**
ERIC R SHIBLEY MD PLLC
DBA SHIBLEY MEDICAL CLINIC
Washington account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 125008547

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection
This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
11/27		Ftransfer IN Branch/Store - From Checking 4314 Sw Alaska St Seattle WA 9124	25.00		25.00
Ending balance on 11/30					**25.00**
Totals			**$25.00**	**$0.00**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

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Fee period 11/27/2019 - 11/30/2019 — Standard monthly service fee $10.00 — You paid $0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. Your fee waiver is about to expire. You will need to meet the requirement(s) to avoid the monthly service fee.

How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
- Average ledger balance	$500.00	$25.00 ☐

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the last business day of the month will be included in your next fee period.

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Cash Deposited ($)	0	3,000	0	0.0030	0.00
Transactions	0	50	0	0.50	0.00
Total service charges					**$0.00**

IMPORTANT ACCOUNT INFORMATION

We are updating the Wells Fargo Deposit Account Agreement as follows:

Effective December 31, 2019, in the section of the Agreement titled, "Rights and Responsibilities", the response to "Is your wireless operator authorized to provide information to assist in verifying your identity?" is deleted and replaced with the following:

Yes, and as part of your account relationship, we may rely on this information to assist in verifying your identity. You understand and agree that Wells Fargo may collect, use and retain personal or other information about you or your device pursuant to Wells Fargo's policies or as required by applicable law.

You authorize your wireless operator to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device details, if available, to Wells Fargo and service providers for the duration of the business relationship, solely for identity verification and fraud avoidance. Review our Privacy Policy for how we treat your data. You represent that you are the owner of the mobile phone number or have the delegated legal authority to act on behalf of the mobile subscriber to provide this consent.

WELLS FARGO

General statement policies for Wells Fargo Bank

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3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . . . $ ________

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.

$ ________
$ ________
$ ________
+ $ ________

. . . . TOTAL $ ________

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . TOTAL $ ________

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . - $ ________

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . $ ________

Number	Items Outstanding	Amount
	Total amount $	

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Business Online Banking	☑
Online Statements	☑
Business Bill Pay	☐
Business Spending Report	☑
Overdraft Protection	☐

IMPORTANT ACCOUNT INFORMATION

We may change the statement period and monthly fee period assigned to your account without advance notification. If your account earns interest, these changes will not affect interest calculations, but they may affect the date we post interest to your account.

For all accounts except business analyzed checking, if the first new fee period created by our change is fewer than 25 days, the bank will automatically waive the monthly service fee for that period.

Activity summary

Beginning balance on 12/1	$25.00
Deposits/Credits	7,132.48
Withdrawals/Debits	- 3,140.31
Ending balance on 12/31	**$4,017.17**
Average ledger balance this period	$2,031.28

Account number: **6621617262**
ERIC R SHIBLEY MD PLLC
DBA SHIBLEY MEDICAL CLINIC
Washington account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 125008547

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
12/2		Edeposit IN Branch/Store 12/02/19 03:34:55 Pm 4314 Sw Alaska St Seattle WA 1422	2,369.34		2,394.34
12/9		Purchase authorized on 12/07 Starbucks Store 26 Covington WA S589341821180705 Card 1422		5.16	2,389.18
12/10		Harland Clarke Check/Acc. 120919 00017407575462 Eric R Shibley MD Pllc		37.24	2,351.94
12/11		Purchase authorized on 12/10 Waste Mgmt WM Ezpr 866-834-2080 TX S389344773596623 Card 1422		452.24	
12/11		Purchase authorized on 12/10 Chevron 0206670 Kent WA S309344823896235 Card 1422		22.15	
12/11		Purchase authorized on 12/10 Panda Express #102 Burien WA S309345070517375 Card 1422		15.57	
12/11	5028	Check		316.25	1,545.73
12/12		Purchase authorized on 12/10 Reliable Wrenchers Kent WA S389344819634412 Card 1422		578.20	
12/12		Purchase authorized on 12/10 Safeway #1082 Seattle WA S309345232993644 Card 1422		30.33	
12/12		Purchase authorized on 12/11 Panda Express #102 Burien WA S389346068916241 Card 1422		21.29	
12/12		Purchase authorized on 12/11 Panda Express #102 Burien WA S489346071104022 Card 1422		4.29	911.62
12/13		Purchase authorized on 12/11 Shell Oil 57444961 Seattle WA S489345857044905 Card 1422		30.01	
12/13		Purchase authorized on 12/11 The Home Depot #69 Seattle WA S589346043523299 Card 1422		71.83	
12/13		Purchase authorized on 12/11 The Home Depot #47 Seattle WA S309346174387545 Card 1422		45.36	764.42
12/16		Merchant Bankcd Deposit 191215 209210953888 Shibley Medical	750.00		
12/16	<	Business to Business ACH Debit - Merchant Bankcd Fincl Adj 191215 209210953888 Shibley Medical		583.39	931.03
12/17	5032	Check		47.00	884.03
12/18		Merchant Bankcd Deposit 191217 209210953888 Shibley Medical	400.00		
12/18		Wells Fargo Cashback Rewards	4.00		1,288.03
12/20		ATM Check Deposit on 12/20 West Seattle Seattle WA 0007277 ATM ID 1740A Card 1422	260.00		1,548.03
12/23		Merchant Bankcd Deposit 191220 209210953888 Shibley Medical	250.00		1,798.03
12/24		Merchant Bankcd Deposit 191223 209210953888 Shibley Medical	900.00		
12/24		ATM Check Deposit on 12/24 West Seattle Seattle WA 0008074 ATM ID 1740A Card 1422	598.00		
12/24	<	Business to Business ACH Debit - Merchant Bankcd Chargeback 191223 209210953888 Shibley Medical		100.00	3,096.03
12/30		Merchant Bankcd Deposit 191227 209210953888 Shibley Medical	800.00		
12/30		Merchant Bankcd Deposit 191229 209210953888 Shibley Medical	350.00		

Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
12/30	5001	Check		780.00	3,266.03
12/31		Edeposit IN Branch/Store 12/31/19 12:16:27 Pm 4314 Sw Alaska St Seattle WA 1422	751.14		4,017.17
Ending balance on 12/31					**4,017.17**
Totals			**$7,132.48**	**$3,140.31**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

^ ***Business to Business ACH:*** *If this is a business account, this transaction has a return time frame of one business day from post date. This time frame does not apply to consumer accounts.*

Summary of checks written *(checks listed are also displayed in the preceding Transaction history)*

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
5001	12/30	780.00	5028 *	12/11	316.25	5032 *	12/17	47.00

* *Gap in check sequence*

Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 12/01/2019 - 12/31/2019 — Standard monthly service fee $10.00 — You paid $0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. This is the final period with the fee waived. For the next fee period, you need to meet the requirement(s) to avoid the monthly service fee.

How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
Average ledger balance	$500.00	$2,031.00 ☑

01C1

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Cash Deposited ($)	0	3,000	0	0.0030	0.00
Transactions	23	50	0	0.50	0.00
Total service charges					**$0.00**

WELLS FARGO

General statement policies for Wells Fargo Bank

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . $ ________

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement

$ ________
$ ________
$ ________
+ $ ________

. . . . TOTAL $ ________

CALCULATE THE SUBTOTAL
(Add Parts A and B)

. . . . TOTAL $ ________

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . $ ________

CALCULATE THE ENDING BALANCE
(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . $ ________

Number	Items Outstanding	Amount
	Total amount $	

Wells Fargo Simple Business Checking

ERIC R SHIBLEY MD PLLC
DBA SHIBLEY MEDICAL CLINIC
4700 36TH AVE SW
SEATTLE WA 98126-2716

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted
1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (120)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

Visit wellsfargoworks.com to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	☑
Online Statements	☑
Business Bill Pay	☐
Business Spending Report	☑
Overdraft Protection	☐

Activity summary

Beginning balance on 1/1	$4,017.17
Deposits/Credits	6,333.11
Withdrawals/Debits	- 8,861.90
Ending balance on 1/31	**$1,488.38**
Average ledger balance this period	$2,932.40

Account number: **6621617262**
ERIC R SHIBLEY MD PLLC
DBA SHIBLEY MEDICAL CLINIC

Washington account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 125008547

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection
This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

WELLS FARGO

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
1/2		Merchant Banked Deposit 200101 209210953888 Shibley Medical	1,966.00		
1/2		Purchase authorized on 12/31 The Home Depot #47 Bellevue WA S589365825726829 Card 1422		120.93	
1/2	5028	Check		250.00	5,211.24
1/3		Purchase Return authorized on 01/01 The Home Depot #47 Seattle WA S610003544693416 Card 1422	4.03		
1/3		Purchase authorized on 01/01 The Home Depot #47 Seattle WA S300001657497630 Card 1422		159.42	
1/3		Purchase authorized on 01/01 The Home Depot 894 Seattle WA S300001660097496 Card 1422		886.69	
1/3		Purchase authorized on 01/01 The Home Depot 470 Tukwila WA S460001784436710 Card 1422		242.30	
1/3		Purchase authorized on 01/01 The Home Depot 470 Seattle WA S380001837656010 Card 1422		223.51	
1/3		Purchase authorized on 01/01 The Home Depot #89 Seattle WA S580002008491204 Card 1422		1.22	
1/3		Purchase authorized on 01/01 The Home Depot #47 Bellevue WA S380002069229527 Card 1422		129.50	
1/3	<	Business to Business ACH Debit - Merchant Banked Interchng 200102 209210953888 Shibley Medical		55.71	
1/3	<	Business to Business ACH Debit - Merchant Banked Discount 200102 209210953888 Shibley Medical		94.70	
1/3	<	Business to Business ACH Debit - Merchant Banked Fee 200102 209210953888 Shibley Medical		142.13	3,270.09
1/6		Merchant Banked Deposit 200104 209210953888 Shibley Medical	400.00		
1/6		Purchase authorized on 01/03 Practice Fusion 415-346-7700 CA S580003665504863 Card 1422		109.00	
1/6		Purchase authorized on 01/04 Tram'S Salon Seattle WA S300004022485023 Card 1422		22.00	
1/6		Purchase authorized on 01/04 The Home Depot 894 Seattle WA S380005040787658 Card 1422		80.13	
1/6		Purchase authorized on 01/04 Arco#07155Arco #07 Seattle WA S380005099926918 Card 1422		20.25	
1/6		Purchase authorized on 01/06 USPS PO 54764600 4412 Cal Seattle WA P003800067232B8964 Card 1422		8.10	3,430.81
1/7		Merchant Banked Deposit 200106 209210953888 Shibley Medical	250.00		
1/7		ATM Check Deposit on 01/07 West Seattle Seattle WA 0000160 ATM ID 1740A Card 1422	1,430.20		
1/7		Purchase authorized on 01/06 Panda Express #102 Burien WA S380006821073574 Card 1422		13.20	
1/7		ATM Withdrawal authorized on 01/07 West Seattle Seattle WA 0000161 ATM ID 1740A Card 1422		40.00	5,057.81
1/8		Purchase Return authorized on 01/06 The Home Depot 894 Seattle WA 567000854426B723 Card 1422	383.14		
1/8		Purchase authorized on 01/06 Arco#07155Arco #07 Seattle WA S480006731428834 Card 1422		16.57	
1/8		Purchase authorized on 01/06 The Home Depot #89 Seattle WA S580006793194548 Card 1422		63.70	
1/8		Purchase authorized on 01/06 The Home Depot #89 Seattle WA S580007015251110 Card 1422		180.08	
1/8		Purchase authorized on 01/06 The Home Depot #47 Seattle WA S480007143054949 Card 1422		49.18	
1/8		Purchase authorized on 01/06 The Home Depot #89 Seattle WA S380007182272070 Card 1422		2.98	
1/8		ATM Withdrawal authorized on 01/08 West Seattle Seattle WA 0000312 ATM ID 1740A Card 1422		40.00	5,068.24

Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
1/9		Purchase authorized on 01/07 The Home Depot #89 Seattle WA S380008051307855 Card 1422		270.59	
1/9		Purchase authorized on 01/07 The Home Depot #89 Seattle WA S380008141172106 Card 1422		57.66	
1/9		Purchase authorized on 01/07 Arco#07155Arco #07 Seattle WA S460008151146747 Card 1422		25.01	
1/9		Purchase authorized on 01/08 King County Dja Seattle WA S460008816219161 Card 1422		61.49	4,673.49
1/13		Merchant Bankcd Deposit 200111 209210953888 Shibley Medical	350.00		
1/13		Merchant Bankcd Deposit 200110 209210953888 Shibley Medical	500.00		
1/13		Merchant Bankcd Deposit 200112 209210953888 Shibley Medical	600.00		
1/13		Purchase authorized on 01/09 The Home Depot #89 Seattle WA S380009747602296 Card 1422		258.81	
1/13		WF Bus Credit Auto Pay 200112 90225260033611 Shibley,Eric		266.54	5,598.14
1/17		Edeposit IN Branch/Store 01/17/20 05:08:07 Pm 4314 Sw Alaska St Seattle WA 7282	66.07		
1/17		Online Transfer to The A Team Holdings, LLC Business Market Rate Savings xxxxxx3536 Ref #Ib07Hnh4Fm on 01/17/20		4,500.00	1,166.21
1/21		Purchase Return authorized on 01/16 The Home Depot #47 Bothell WA S610018546067400 Card 1422	182.94		
1/21		Purchase Return authorized on 01/17 The Home Depot #47 Issaquah WA S610019695611436 Card 1422	119.90		
1/21		Purchase authorized on 01/16 The Home Depot 471 Bothell WA S580017198423208 Card 1422		386.96	
1/21		Purchase authorized on 01/17 The Home Depot 847 Tukwila WA S380018198699895 Card 1422		40.92	
1/21		Purchase authorized on 01/17 Shell Oil 57444861 Seattle WA S460018211055663 Card 1422		30.29	1,010.88
1/24		Purchase authorized on 01/23 Ncourt *Waskagitaw Mount Vernon WA S300023788934083 Card 1422		2.33	1,008.55
1/29		Deposit Made In A Branch/Store	423.83		
1/29		Deposit Made In A Branch/Store	56.00		1,488.38
Ending balance on 1/31					**1,488.38**
Totals			**$6,333.11**	**$8,861.90**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

< ***Business to Business ACH:*** *If this is a business account, this transaction has a return time frame of one business day from post date. This time frame does not apply to consumer accounts.*

Summary of checks written *(checks listed are also displayed in the preceding Transaction history)*

Number	Date	Amount
5028	1/2	250.00

Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 01/01/2020 - 01/31/2020	Standard monthly service fee $10.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		

Monthly service fee summary (continued)

How to avoid the monthly service fee	Minimum required	This fee period
· Average ledger balance	$500.00	$2,932.00 ☑

01/01

Account transaction fees summary

Service charge description	*Units used*	*Units included*	*Excess units*	*Service charge per excess units ($)*	*Total service charge ($)*
Cash Deposited ($)	0	3,000	0	0.0030	0.00
Transactions	20	50	0	0.50	0.00
Total service charges					**$0.00**

WELLS FARGO

General statement policies for Wells Fargo Bank

■ Notice: Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement . . . . $ ________

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement

$ ________
$ ________
$ ________
\+ $ ________

. . . . TOTAL $ ________

CALCULATE THE SUBTOTAL

(Add Parts A and B)

. . . . TOTAL $ ________

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above . . . . - $ ________

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register . . . . $ ________

Number	Items Outstanding	Amount
	Total amount $	

Gmail [redacted]

Fwd: WOMPLY/HARVEST SBF- PPP NOTE & ACH AUTHORIZATION Loan #4593717205 for SS1 LLC

1 message

[redacted]

From: Shibley Medical <shibleymedical@outlook.com>
Date: May 28, 2020 at 10:26:53 PM PDT
To: Jeremy Osaki <josaki@harvestcref.com>
Subject: Re: WOMPLY/HARVEST SBF- PPP NOTE & ACH AUTHORIZATION Loan #4593717205 for SS1 LLC

Hi Jeremy,

Your boss called earlier and asked for couple of names to verify that they are working on site , They know me by my name and 'A Team', they are :

1. Mataese Tela 9664
Phone: 206-629-2468

2.Eric Pula 2825
phone:253-740-2750

3.David sandoval/Tika 0074
Phone:206-326-8690

4.Ronald Reel 2237
Phone: 206-376-1683

5.Sam Morgan 3218
phone: 206-225-4313

6. Carlita Lopez 6676

Phone: 206-806-3150

7. Lisa Velotta 0046
phone : 206-929-5458

8. Jerome Muna 3416
phone : 253-785-1441

9. Sarieck Butler-Hem 9367
Phone: 206-376-6874

10.Ronisha Smith 0350
Phone: 206-566-9952

Please let me know when you are ready to send the funds back. I will send you a new voided check.

Thank you.

From: Shibley Medical
Sent: Thursday, May 28, 2020 3:58 PM
To: Jeremy Osaki <josaki@harvestcref.com>
Subject: Re: WOMPLY/HARVEST SBF- PPP NOTE & ACH AUTHORIZATION Loan #4593717205 for SS1 LLC

Just found out that number is not a federal case.

Sent from my iPhone

> On May 27, 2020, at 3:38 PM, Shibley Medical <shibleymedical@outlook.com> wrote:
>
> My cell phone is 2067717868. They started a federal case # 20SZ33 , that's crazy, I am dumbfounded.
>
> Sent from my iPhone
>
> > On May 27, 2020, at 3:34 PM, Jeremy Osaki <josaki@harvestcref.com> wrote:
> >
> > Hi there,
> >
> > My apologies for the delay. Let me check with our Finance Team to see what can be done and I'll have someone from Finance reach out to you, most likely some time tomorrow morning. What's the best number to reach you at?
> >
> > Regards,
> >
> > **Jeremy Osaki**
> > Senior Vice President

Asset Acquisition Specialist

josaki@harvestsbf.com
www.harvestsbf.com

<image001.png>

From: Shibley Medical [mailto:shibleymedical@outlook.com]
Sent: Wednesday, May 27, 2020 11:25 AM
To: Jeremy Osaki <josaki@harvestcref.com>; pppnotes <pppnotes@harvestcref.com>
Subject: Re: WOMPLY/HARVEST SBF- PPP NOTE & ACH AUTHORIZATION Loan #4593717205 for SS1 LLC

Hi Jeremy,

This PPP loan ACH got returned back to your bank. Can you please send it to another bank ? I will send you a voided check for the new account if that is okay.

Thank you.

From: Shibley Medical <shibleymedical@outlook.com>
Sent: Tuesday, May 12, 2020 9:26 PM
To: Jeremy Osaki <josaki@harvestcref.com>; pppnotes@harvestcref.com <pppnotes@harvestcref.com>
Subject: Re: WOMPLY/HARVEST SBF- PPP NOTE & ACH AUTHORIZATION Loan #4593717205 for SS1 LLC

Hi Jeremy,

Do you have any update when the ACh will be initiated on this PPP loan,**PPP NOTE & ACH AUTHORIZATION Loan #4593717205 for SS1 LLC**

Thank you.

From: Jeremy Osaki <josaki@harvestcref.com>
Sent: Wednesday, May 6, 2020 1:59 AM
To: Shibley Medical <shibleymedical@outlook.com>
Subject: RE: WOMPLY/HARVEST SBF- PPP NOTE & ACH AUTHORIZATION Loan #4593717205 for SS1 LLC

Please be sure to send your executed documents directly to **pppnotes@harvestcref.com** or fax to **949.534.9007,** if you haven't already done so.

Regards,

Jeremy Osaki
Senior Vice President

Asset Acquisition Specialist

josaki@harvestsbf.com
www.harvestsbf.com

<image001.png>

From: Shibley Medical [mailto:shibleymedical@outlook.com]
Sent: Tuesday, May 05, 2020 12:20 PM
To: Jeremy Osaki <josaki@harvestcref.com>
Subject: Re: WOMPLY/HARVEST SBF- PPP NOTE & ACH AUTHORIZATION Loan #4593717205 for SS1 LLC

Please find attached signed loan doc and voided check for ACH for the PPP loan.

Thank you.

From: Jeremy Osaki <notifications@venturesgo.com>
Sent: Tuesday, May 5, 2020 7:35 AM

To: Eric Shibley <shibleymedical@outlook.com>
Subject: WOMPLY/HARVEST SBF- PPP NOTE & ACH AUTHORIZATION

Dear Borrower,

Congratulations! Your PPP loan request has been approved by the SBA. Please review and execute the attached PPP Note and ACH Authorization. Once completed, please send the executed PPP Note and ACH Authorization and a copy of a voided check from the account you would like your loan proceeds deposited to pppnotes@harvestcref.com or fax to **949.534.9007**. We are working extremely hard on your behalf and anticipate disbursing funds beginning on Friday, May 8th. We appreciate your patience. Thank you.

IMPORTANT: Please be sure to send all of the items below, in the same email to pppnotes@harvestcref.com:

- Executed PPP Note
- Completed ACH Authorization
- Copy of voided check/letter from bank (including Account Name, Account#, Routing#)
- ***Please include the SBA Loan Number and your Business Name (found in your Note) in the subject line of the email to ensure timely processing and disbursement of your funds.***

PLEASE NOTE: If you already received loan documents from Round 1, you still need to execute this new set of loan documents and return them in order for us to comply with the ***Paycheck Protection Program Liquidity Facility***.

The language in the PPP Note is non-negotiable, however if you identify any errors ***in the loan amount and/or borrowing entity name***, please contact Jeremy Osaki at josaki@harvestsbf.com and copy (cc) support@womply.com to ensure a timely response. **For ALL other questions email** ppp@harvestcref.com. Thank you.

Gmail [redacted]

Fw: Welcome

1 message

[redacted]

From: Shibley Medical <shibleymedical@outlook.com>
Sent: Thursday, June 25, 2020 10:37 PM
To: Mario Davis <mdavis@pinnaclesignature.com>
Subject: Re: Welcome

I uploaded everything for 2018,2019 and 2020 in your portal. I dont have employee payroll or demographics but my total headcount since 2019 is approx 200 , including the turnovers which is pretty high.2018 tax is going to be bank account based ,however 2019 and 2020 tax filing is cash based. I probably won't even try to download the 2019 and 2020 bank statements and try to reconcile because its mostly cash in terms of income and expense.Major expense was employee payroll.I probably owe approx half million in payroll tax. Due to their transient nature, most of my employees received somewhere between 8k to 12K salary per year in 2019 and 2020, however they all are below 13K/year, so my understanding is no income tax withholding was necessary.

2019, I probably made around $500K net profit among the 5 businesses together with SS1 LLC making approx 200K, The A team Holdings LLC approx 100K, ES1 LLC 70k, Eric R Shibley MD PLLC approx 65K, SFC LLC approx 65K. Dituri Construction was formed in 01/2020 , so there is no 2019 filing for it.

The commercial real estate at 4700 36th Ave SW Seattle WA 98126 was bought in 06/2015 with a sale price of $1million. After that I did approx. $125K remodeling and renovations to it.I am trying to find out how to get the depreciation calculation done and offset the 2019 income tax which would probably be around 85K altogether.

Its a urgent tax filing, so please get these ready my mid or early next week or sooner , if possible. I have been trying to prevent the FBI to take my gadgets and make my life impossible before I could even file this taxes. They have already frozen all the PPP and EIDL money they approved so far.

Thank you.

From: Mario Davis <mdavis@pinnaclesignature.com>
Sent: Thursday, June 25, 2020 9:48 PM
To: shibleymedical@outlook.com <shibleymedical@outlook.com>
Cc: Carol Dewey <cdewey@guardianpointepwm.com>; Phebe Fuqua <pfuqua@pinnaclesignature.com>
Subject: Welcome

Hello Doctor,
Please find the attached application for you to complete so that we can begin reviewing your case.
Once we receive this back along with your documents discussed we can develop a strategy for moving forward.

Mario Davis
Senior Accountant for the firm
Pinnacle Signature Group Inc.
927 Beville Road Suite 109
South Daytona, Florida 32119
o.(386)675-6595
f. (386)675-6596
www.pinnaclesignature.com

The Honorable John C. Coughenour

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA, Plaintiff, v. ERIC SHIBLEY, Defendant.	NO. CR 20-174 JCC STIPULATION OF THE PARTIES REGARDING CITY OF ANACORTES vs. ERIC SHIBLEY

The United States of America, by and through Laura Connelly, Trial Attorney for the United States Department of Justice, and Brian Werner, Assistant United States Attorney for the Western District of Washington, and Defendant Eric Shibley, and his counsel, Michael Nance, hereby stipulate to the following:

1. On December 13, 2018, the Defendant Eric Shibley signed a sentence order that he was sentenced to a 24-month term of probation in Skagit County District Court for a misdemeanor offense. Mr. Shibley's term of supervision expired in December 2020.

The jury may accept the above-stated facts as if they had been proven beyond a reasonable doubt at trial.

UNITED STATES ATTORNEY
900 STEWART ST, SUITE 5220
SEATTLE, WA 98104

Nothing in this Stipulation restricts the ability of either party to present additional evidence regarding the transaction described above.

DATED this 16th day of November, 2021.

LAURA CONNELLY
Department of Justice Trial Attorney

ERIC SHIBLEY
Defendant

BRIAN WERNER
Assistant United States Attorney

MICHAEL NANCE
Attorney for Defendant

UNITED STATES ATTORNEY
900 STEWART ST, SUITE 5220
SEATTLE, WA 98104