



# Public Notice

## Application for Marijuana Establishment License

**License Number:** 10113

**License Status:** Active-Operating

**License Type:** Retail Marijuana Store

**Doing Business As:** GREAT ALASKAN BUD COMPANY

**Business License Number:** 1031886

**Email Address:** Shawn@greatalaskanbudcompany.com

**Latitude, Longitude:** 64.504900, -147.453700

**Physical Address:** 1905 Livengood Ave.  
Fairbanks, AK 99701  
UNITED STATES

### Licensee #1

**Type:** Entity

**Alaska Entity Number:** 10030501

**Alaska Entity Name:** SP&C Enterprises LLC

**Phone Number:** 907-687-9162

**Email Address:** Shawn@greatalaskanbudcompa  
ny.com

**Mailing Address:** 1905 Livengood Ave.  
Fairbanks, AK 99701  
UNITED STATES

### Entity Official #1

**Type:** Individual

**Name:** Shawn Coyle

**Phone Number:** 907-460-4383

**Email Address:** shawn@greatalaskanbudcompa  
ny.com

**Mailing Address:** 1905 Livengood Ave  
Fairbanks, AK 99701  
UNITED STATES

*Note: No affiliates entered for this license.*

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at <https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at [marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov) or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

**POSTING DATE** \_\_\_\_\_

**Alcohol & Marijuana Control Office****License Number:** 10113**License Status:** Active-Operating**License Type:** Retail Marijuana Store**Doing Business As:** GREAT ALASKAN BUD COMPANY**Business License Number:** 1031886**Designated Licensee:** Shawn Coyle**Email Address:** Shawn@greatalaskanbudcompany.com**Local Government:** Fairbanks (City of)**Local Government 2:****Community Council:****Latitude, Longitude:** 64.504900, -147.453700**Physical Address:** 1905 Livengood Ave.  
Fairbanks, AK 99701  
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10030501**Alaska Entity Name:** SP&C Enterprises LLC**Phone Number:** 907-687-9162**Email Address:** Shawn@greatalaskanbudcompany.com**Mailing Address:** 1905 Livengood Ave.  
Fairbanks, AK 99701  
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Shawn Coyle**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-460-4383**Email Address:** shawn@greatalaskanbudcompany.com**Mailing Address:** 1905 Livengood Ave  
Fairbanks, AK 99701  
UNITED STATES**Note:** No affiliates entered for this license.



Alaska Marijuana Control Board

# Form MJ-20: Renewal Application Certifications

## What is this form?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

**This form must be completed and submitted to AMCO's main office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.**

## Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	SP&C Enterprises LLC	License Number:	10113		
License Type:	Retail Marijuana Store				
Doing Business As:	Great Alaskan Bud Company				
Premises Address:	1905 Livengood Ave				
City:	Fairbanks	State:	Alaska	ZIP:	99701

## Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Shawn Coyle				
Title:	Owner				

## Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

Initials

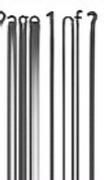
I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

I certify that a notice of violation has **not** been issued to this license between July 1, 2019 and June 30, 2020.

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).





# Form MJ-20: Renewal Application Certifications

## Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

SC

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

SC

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

SC

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

SC

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

SC

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

SC

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by or to AMCO is grounds for rejection or denial of this application or revocation of any license issued.

SC

As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.

Shawn Boyle  
Signature of licensee

Matthew Allen  
Notary Public in and for the State of Alaska

Shawn Boyle  
Printed name of licensee

My commission expires: June 17 2023

Subscribed and sworn to before me this 29 day of June, 2020.



# SUBLEASE AGREEMENT

## PARTIES:

**THIS SUBLEASE, DATED 01/10/2016, IS EXECUTED BY AND BETWEEN** PS & C Products Inc whose address is 728 CHENA RIDGE ROAD, FAIRBANKS, Alaska 99709 (hereinafter referred to as the "Sublessor") and SP AND C ENTERPRISES LLC (hereinafter referred to as the "Sublessee"). A copy of the original Lease is attached to this Sublease Agreement and is incorporated herein. The Sublessee agrees to comply with all the terms and conditions of the original Lease.

## PREMISES:

The Sublessor herein agrees to sublease to the Sublessee, and the Sublessee herein agrees to sublease from the Sublessor for the balance of the lease term, and upon all of the conditions set forth herein, the real property located at 1905 Livengood Ave, Fairbanks in the County of North Star, in the State of Alaska and ZIP code of 99701, herein described as LOT 5 BLOCK A OF ALASKA RAILROAD CHENA SUB LOCATED IN FAIRBANKS, ALASKA NORTHSTAR BOROUGH Parcel Number 0044202. Said real property, including any land and any improvements thereon, shall hereinafter be referred to as the "Premises."

## EMERGENCY CONTACT INFORMATION:

If during the sublease any issues or problems arise with the Premises, the Sublessee agrees to contact TOM FAVERO at the telephone number of 4174377556.

**WHEREAS**, the Landlord, PS & C PRODUCTS INC, by the signing of this Sublease Agreement herein approves of the Sublessee's occupancy of the Premises subject to the terms and conditions set forth hereinafter. In consideration of the mutual promises and covenants exchanged between the Landlord and the Sublessor and the Sublessee herein, it is hereby agreed as follows:

## TERM:

The term of this sublease shall be for a period of 5yrs, commencing on 01/10/2016, unless otherwise stipulated herein.

## DELAY IN COMMENCEMENT OF SUBLEASE:

In the event that the Sublessor is not able to deliver possession of the Premises to the Sublessee on the aforementioned commencement date, the Sublessor shall not therefore be held liable, nor shall such failure affect the validity of this lease or obligations of the sublease hereunder or extend the term thereof, but in such case as a delay in commencement should occur, the Sublessee shall not be obligated to pay any rent until such time as the Sublessee takes possession of the Premises.

However, in the event that the Sublessor does not deliver possession of said Premises to the Sublessee within sixty (60) days from the aforementioned commencement date, the Sublessee

Pg 1 of 3

may at their sole discretion, by way of written notice to the Sublessor, may cancel this Sublease, and at which time the parties shall be discharged and released from any and all obligations associated with this Sublease.

**MONTHLY LEASE AMOUNT:**

The Sublessee shall pay to the Sublessor a monthly rental amount of \$300.00 on the First day of each month for the duration of this lease term. Upon the signing of this Sublease Agreement, the Sublessee shall pay to the Sublessor the first month's rent in advance.

All future monthly payments shall be sent shall be mailed or hand delivered to the Sublessor at the aforementioned address in paragraph one (1) or to such other person or place as the Sublessor may designate in writing.

**USE OF PREMISES:**

The Sublessee shall have complete use and control of the Premises for the duration of the Sublease Agreement, until such time as the sublease expires.

**CONDITION OF PREMISES:**

The Sublessee agrees to hook up/pay for the following utilities:

gas, electric, water, trash removal, cable tv, telephone, internet service

The Sublessee acknowledges that the premises are in good repair and in safe and clean condition unless otherwise indicated below:

**Smoke Alarms:**

No. of Units: 4      Tested:  Yes     No      Working:  Yes     No

<b>KEYS &amp; REMOTES:</b>	<b>QUANTITY</b>	<b>RECEIVED</b>	<b>RETURNED</b>
Door Keys	<u>2</u>	<u>2</u>	
Mailbox Keys			
Security Cards			
Garage Door Remotes	<u>1</u>	<u>1</u>	
Laundry Room Keys			
Recreational Facilities Keys/Cards			

**WASTE, NUISANCE OR UNLAWFUL USE:**

The Sublessee shall not cause or allow waste on the Premises, or maintain or permit to be maintained a nuisance on the Premises, or use or permit the Premises to be used in an unlawful manner.

**ATTORNEY'S FEES:**

In the event that of a breach of this agreement or should legal recourse be deemed necessary by

*Pg 2 of 3*

either party to this Sublease Agreement, the parties herein agree that the prevailing party shall have the right to recover as part of the judgment reasonable attorney's fees, filing fees and/or court costs.

**REDECORATION OR ALTERATIONS:**

The Sublessee shall not redecorate or make any alterations to the Premises, in any way, that would constitute the making of alterations, or repaint the walls or woodwork, without first obtaining Sublessor's written consent to the alterations or redecoration.

**BINDING EFFECT:**

This Sublease Agreement shall inure to the benefit of and be binding on the heirs, successors, executors, administrators and assignees of the parties.

**GOVERNING LAW:**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Alaska.

The Sublessee states and warrants that s/he is of the age of majority, being of the age of 18 or older, and has the legal capacity to enter into a mutually binding contractual agreement.

The undersigned have read the foregoing Sublease prior to execution and hereby acknowledge receipt of a copy of this Sublease Agreement.

PS&C Products INC by  
(Sublessor Signature) Tom Favaro

1-10-2016

(Dated)

NAME: PS & C Products Inc  
ADDRESS: 728 CHENA RIDGE ROAD  
CITY, STATE, ZIP: FAIRBANKS, Alaska 99709  
TELEPHONE: 4174377556

SP&C Enterprises LLC 1-10-2016

(Sublessee Signature) Shawn Coyle Pres. (Dated)

NAME: SP AND C ENTERPRISES LLC  
TELEPHONE: 9074794420

Driver's License or ID Number: AK 70C02511

Pa 303

Doc. 4

# AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement (this "Amendment") is made on 25 day of October, 2017, by and between PS&C PRODUCTS ("Landlord") and SP&C ENTERPRISES ("Tenant"). Each Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

This Amendment amends the Lease Agreement dated January 10, 2016, and any amendments made to it (the "Lease Agreement") for the rent and use of the property located at 1905 Livengood Ave., Fairbanks, AK 99701 (the "Premises"). Landlord and Tenant now wish to amend certain provisions of the Lease Agreement. In consideration of the premises and mutual covenants below and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Amendment 1. is hereby added to the Lease Agreement, and shall read as follows: The Landlord may not Seize or take possession of Marijuana or Marijuana product on the premises in the case of the landlord taking possession of the property and must contact AMCO for Guidance.
2. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Lease Agreement.
3. Except as expressly modified herein, the Lease Agreement remains unchanged and continues in full force and effect.
4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.
5. The terms of this Amendment shall be governed by and construed in accordance with the laws of the State of Alaska, without regard to its conflicts of law provisions.

IN WITNESS WHEREOF, this Amendment has been executed and delivered as of the date first written above.

PS&C Products Inc  
 Landlord Signature Tom Favard 10/26/17

PS&C Products  
 Landlord Full Name

[Signature]  
 Tenant Signature

SP&C Enterprises  
 Tenant Full Name Shawn Coyle  
10-25-17

May 12, 2016

Thomas Favero  
PS&C Products, Inc.  
1905 Livengood Avenue  
Fairbanks, AK 99701

Re: Alaska Railroad Corporation (ARRC) Ground Lease, Contract No. 3463  
(PS&C Products, Inc., Lessee)  
Non-objection to Sublease Agreement

Dear Mr. Favero:

The Alaska Railroad Corporation ("ARRC") received information indicating your intention to enter into a proposed Sublease Agreement between PS&C Products, Inc., an Alaska corporation ("Lessee") and SP&C Enterprises, LLC, an Alaska limited liability company ("Subtenant"). Please accept this letter of non-objection to the Sublease Agreement, subject to the conditions listed below.

- The Sublease Agreement is subject to and subordinate to all the terms and provisions of that certain lease dated December 4, 1992 between the Alaska Railroad as lessor and PS&C Products, Inc. as lessee, and designated as ARRC Contract No. 3463 (the "Ground Lease"). In the event of any inconsistency between the provisions of the Ground Lease and the Sublease Agreement, the Ground Lease shall control.
- If the Ground Lease is terminated by reason of a default by Lessee under the Ground Lease, or for any other reason, Subtenant, upon notice of such termination, shall then attorn to ARRC and shall recognize ARRC as its direct contracting party under the Sublease Agreement; provided, however, that ARRC may elect upon such termination of the Ground Lease to terminate the Sublease Agreement and Subtenant's right to possession of the property. Subtenant shall execute and deliver, at any time after termination of the Ground Lease and upon the request of ARRC, any instrument necessary or appropriate to evidence such attornment.
- ARRC's non-objection is conditioned on Subtenant conforming to the terms and conditions of the Ground Lease, which terms and conditions ARRC shall enforce upon Lessee. No agreement entered by Lessee with Subtenant, including but not limited to the proposed Sublease Agreement, shall be binding upon ARRC and in no event will ARRC be liable for any obligations of Lessee under any such agreement.
- Subtenant shall indemnify, defend and hold harmless ARRC and its employees, agents and contractors from any and all claims and/or judgments for monetary damages, injunctive relief,

Received by AMCO 9/11/2020

Mr. Thomas Favero  
May 12, 2016  
Page 2

employment liens, materialmen's liens, and costs and attorney fees, which may be asserted against ARRC in any administrative or judicial forum and which are alleged to have arisen out of Subtenant's occupancy under the Sublease Agreement, which shall include any claim for property damage, bodily injury or death, emotional or other non-physical injury, or violation of employment, environmental, or public safety laws, ordinances or codes by Subtenant or by any of its contractors or subcontractors using the premises for any activity, whether within or outside the scope of activities authorized by Lessee. The provisions contained in this paragraph shall not be given effect if the active negligence of ARRC or its employees is the sole proximate cause of any injury or damage done to the party asserting the claim.

- Subtenant shall name Alaska Railroad Corporation as additional insured any insurance coverage provided to Lessee by Subtenant. Such insurance coverage shall include liability insurance protecting against liability for property damage and personal injury with respect to the subleased premises and the activities of Subtenant conducted thereon or elsewhere on ARRC property under the Sublease Agreement, including but not limited to the cultivation of marijuana and marijuana products.

Occupants authorized by this letter are:

SP&C Enterprises, LLC

Please have SP&C Enterprises, LLC indicate its understanding of and commitment to adhere to the above-stated conditions by signing a copy of this letter and returning it to the undersigned.

If you have any questions, please call me at 907.265.2617.

Sincerely,



Andrew Donovan  
Director, Real Estate

**Agreement to be Bound:**

By authorized signature hereto, the undersigned acknowledges the above-listed conditions are binding upon SP&C Enterprises, LLC

Dated: 05-13-16

SP&C Enterprises, LLC

By: Shawn Coyte

Its: Shawn Coyte (owner)

Received by AMCO 9/11/2020

**Affidavit of Address**

STATE OF ALASKA  
Borough of Fairbanks North Star

The undersigned, being duly sworn, hereby deposes and says:

3. In reference to afore mentioned Schedule 1. of the Supplement No. 2 to AARC Contract No. 3463. A parcel of land located within the Alaska Railroad **Fairbanks** Reserve situated in the **Fairbanks** Recording District, fourth Judicial District, State of Alaska and Further described as follows, as a Legal Description: Lot 5 Block A of the Alaska Railroad Corporation's Chena Subdivision located in Section 9, Township 1 South, Range 1 West, Fairbanks Meridian, as shown on the Drawing Attached is 1905 Livengood Ave. Fairbanks Alaska 99701. Containing an area of 20,000 square feet more or less.

I declare that, to the best of my knowledge and belief, the information herein is true, correct, and complete.

Executed this 17<sup>th</sup> day of June, 2016.  
Thomas Favero, Leasor: Thomas Favero Leasor

**NOTARY ACKNOWLEDGEMENT**

Missouri County of Jasper  
STATE OF ~~ALASKA~~, ~~Alaska State Railroad Corporation~~, ss:

This Affidavit was acknowledged before me on this 17 day of June, 2016 by Thomas Favero Leasor, who, being first duly sworn on oath according to law, deposes and says that he/she has read the foregoing Affidavit subscribed by him/her, and that the matters stated herein are true to the best of his/her information, knowledge and belief.

[Signature]  
Notary Public

Notary Public  
Title

My commission expires 9-7-18



TREVOR BRUNING  
My Commission Expires  
September 7, 2018  
Jasper County  
Commission #14629945

**SUPPLEMENT**

**THIS SUPPLEMENT** is made on the day executed by the last signatory hereto, by and between the **ALASKA RAILROAD CORPORATION** ("Lessor"), a public corporation created pursuant to AS 42.40, whose mailing address is P.O. Box 107500, Anchorage, Alaska 99510-7500, and **PS & C PRODUCTS, INC.** ("Lessee"), an Alaska corporation, whose mailing address is 1905 Livengood Avenue, Fairbanks, AK 99701-2702.

**Recitals**

- A. Lessor is the lessor of real property located in the Fairbanks Recording District, Fourth Judicial District, State of Alaska (the "Leased Premises") under that certain amended and restated lease, ARRC Contract No. 3463, dated December 4, 1992, between Lessor and Lessee (the "Lease"), as more particularly described in that certain memorandum of lease which was recorded December 10, 1992, at Book 0774, Pages 858-860 in the records of said recording district.
- B. The parties intend by this Supplement to revise Paragraph 4.01 of the Lease to reflect a change in the use of the Leased Premises allowed under the Lease.
- C. Article 5 of the Lease contains provisions requiring Lessee to maintain certain insurance pertaining to the Leased Premises and its business operations thereon and states that Lessor may from time to time specify higher insurance policy limits than the initial limits contained in the Lease as are consistent with prudent business practice then prevailing in the State of Alaska. The insurance policy limits currently required by Lessor for ground leases are higher than the insurance policy limits contained in the Lease. Accordingly, the further intend by this Supplement to amend the Lease to contain Lessor's current standard insurance provisions, including but not limited insurance policy limits.

**Agreement**

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the parties agree that the Lease be amended as follows:

1. Paragraph 4.01 of the Lease is hereby deleted in its entirety and the following inserted in place thereof:

4.01 Use of Leased Premises. Lessee specifically agrees that for the term of this Lease, it shall use the Leased Premises for no other purposes other than (i) warehouse, storage and office space; and/or (ii) marijuana cultivation. Any change in use will require prior written approval of Lessor.

2. Paragraphs 5.01 through 5.04 of the Lease, pertaining to insurance, are hereby deleted in their entirety and the following inserted in the place thereof:

5.01 Workers' Compensation. Lessee shall ensure that, with respect to all personnel performing work on the Leased Premises, Lessee maintains in effect at all times during the term of the Lease, coverage or insurance in accordance with the applicable laws relating to workers' compensation and employer's liability insurance, regardless of whether such coverage or insurance is mandatory or merely elective under the law.

5.02 Liability Insurance. During the entire Lease Term, and during any holdover thereafter, whether or not authorized by Lessor, Lessee shall keep in full force and effect a policy or policies of general liability insurance which includes bodily injury, property damage, and personal injury acceptable to Lessor with respect to the Leased Premises and the business operated by Lessee in which the limits for each shall be not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate or such higher limits as Lessor may specify from time to time consistent with prudent business practice then prevailing in the State of Alaska; provided, however, that no such limit shall in any way limit Lessee's liability or be construed as a representation of sufficiency to fully protect Lessee or Lessor. The policy or policies purchased pursuant to this paragraph shall name both Lessor and Lessee as insureds, with respect to the Leased Premises and the business operated by Lessee on the Leased Premises.

5.03 Property Insurance. During the Lease Term and any holdover thereafter, whether or not authorized by Lessor, Lessee shall keep all improvements now or hereafter erected or placed on the Leased Premises insured against loss or damage on an all risk basis in an amount equal to the full replacement cost of all such improvements and shall pay all premiums thereon at the time and place the same are payable. Every policy shall be made payable in case of loss or damage to the Lessee and Lessor jointly and shall be distributed according to their interests in the improvements unless otherwise specified by this paragraph. All compensation, indemnity or other monies paid on account of any loss or damage, other than rental value insurance, shall with all convenient speed be paid out in rebuilding, repairing or otherwise reinstating the same improvements or in constructing different improvements unless Lessee exercises its option not to rebuild under paragraph 4.16 of the Lease.

5.04 Policy Provisions. Each policy of comprehensive general liability or property insurance described in paragraphs 5.02 and 5.03 of this Lease shall:

A. Provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim, any right of setoff, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for Lessor, Lessee or any person claiming by, through, or under any of them;

B. Provide that such policy requires thirty (30) days' notice to Lessor of any proposed cancellation, expiration, or change in material terms thereof and that such policy may not be canceled, whether or not requested by Lessee, unless the insurer first gives not less than thirty (30) days' prior written notice thereof to Lessor; and

C. Contain a waiver by the insurer of any right of subrogation to proceed against Lessor or against any person claiming by, through, or under Lessor.

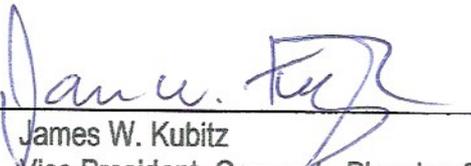
5.05 Proof of Insurance. Lessee shall deliver to Lessor certificates of insurance on or before the effective date of this Lease or at such other date as agreed to in writing by Lessor. Additionally, Lessee shall deliver to Lessor photocopies of the policy or policies of insurance, certificates of insurance, or copies of endorsements as requested by the Lessor from time to time.

**EXCEPT AS HEREIN AMENDED**, all other terms and conditions of the aforesaid Lease shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Supplement as of the dates set out below.

**ALASKA RAILROAD CORPORATION**

Dated: 5/16/2016

By:   
James W. Kubitz  
Vice President, Corporate Planning & Real Estate

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PS & C PRODUCTS, INC.

Dated: 4-21-16

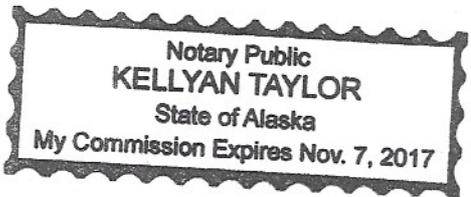
By: Thomas Favero V.Pres

Printed Name: THOMAS Favero

Title: V.Pres

STATE OF ALASKA )  
 )ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this 11e day of May, 2016, by James W. Kubitz, Vice President of Corporate Planning & Real Estate of the Alaska Railroad Corporation, a public corporation created by Alaska Statute 42.40, on behalf of the corporation.



Kellyan Taylor  
Notary Public in and for Alaska  
My Commission expires: 11/7/17

Missouri  
STATE OF ~~ALASKA~~ )  
County of Jasper )ss.  
~~FOURTH JUDICIAL DISTRICT~~ )

The foregoing instrument was acknowledged before me this 21 day of April, 2016, by Thomas Favero, the Vice President of P S & C Products, Inc., an Alaska corporation, on behalf of the corporation.

Trevor Bruning  
Notary Public in and for ~~Alaska~~ Missouri  
My Commission expires: 9-7-18



TREVOR BRUNING  
My Commission Expires  
September 7, 2018  
Jasper County  
Commission #14629945

PS & C Products, Inc.  
Lease Contract No. 3463

SCHEDULE 1

LEGAL DESCRIPTION

A parcel of land located within the Alaska Railroad Fairbanks Reserve situated in the Fairbanks Recording District, Fourth Judicial District, State of Alaska and further described as follows:

Lot 5, Block A of the Alaska Railroad Corporation's Chena Subdivision located in Section 9, Township 1 South, Range 1 West, Fairbanks Meridian, as shown on the drawing attached. Containing an area of 20,000 square feet, more or less.

RECORDERS OFFICE RETURN TO:  
ALASKA RAILROAD CORPORATION  
ATTN: REAL ESTATE  
P.O. BOX 107500  
ANCHORAGE, AK 99510-7500

Department of Commerce, Community, and Economic  
Development

## CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

[State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database](#)

[Download / Corporations / Entity Details](#)

# ENTITY DETAILS

## Name(s)

Type	Name
Legal Name	SP&C Enterprises LLC

**Entity Type:** Limited Liability Company

**Entity #:** 10030501

**Status:** Good Standing

**AK Formed Date:** 6/29/2015

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2021

**Entity Mailing Address:** 1905 LIVENGOOD AVE. , FAIRBANKS, AK 99701

**Entity Physical Address:** 1905 LIVENGOOD AVE., FAIRBANKS, AK 99701

## Registered Agent

**Agent Name:** Shawn Coyle

**Registered Mailing Address:** 1905 LIVENGOOD AVE. , FAIRBANKS, AK 99701

**Registered Physical Address:** 1905 LIVENGOOD AVE. , FAIRBANKS, AK 99701

## Officials

Show Former

AK Entity #	Name	Titles	Owned
	Shawn Coyle	Member	100.00

## Filed Documents

Date Filed	Type	Filing	Certificate
6/29/2015	Creation Filing	<a href="#">Click to View</a>	<a href="#">Click to View</a>
6/12/2016	Initial Report	<a href="#">Click to View</a>	
4/02/2017	Biennial Report	<a href="#">Click to View</a>	
12/31/2018	Biennial Report	<a href="#">Click to View</a>	

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THE STATE  
of **ALASKA**

Department of Commerce, Community, and Economic Development  
Division of Corporations, Business, and Professional Licensing  
PO Box 110806, Juneau, AK 99811-0806  
(907) 465-2550 • Email: [corporations@alaska.gov](mailto:corporations@alaska.gov)  
Website: [Corporations.Alaska.gov](http://Corporations.Alaska.gov)

AK Entity #: 10030501  
Date Filed: 06/12/2016  
State of Alaska, DCCED

FOR DIVISION USE ONLY

**Limited Liability Company**  
Initial Biennial Report

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**Entity Name:** SP&C Enterprises LLC  
**Entity Number:** 10030501  
**Home Country:** UNITED STATES  
  
**Home State/Province:** ALASKA

**Registered Agent**  
**Name:** Shawn Coyle  
**Physical Address:** 1905 LIVENGOOD AVE. ,  
FAIRBANKS, AK 99701  
**Mailing Address:** 1905 LIVENGOOD AVE. ,  
FAIRBANKS, AK 99701

**Entity Physical Address:** 1905 LIVENGOOD AVE. , FAIRBANKS, AK 99701

**Entity Mailing Address:** 1905 LIVENGOOD AVE. , FAIRBANKS, AK 99701

Please include all officials. Check all titles that apply. Must use titles provided. Please list the names and addresses of the members of the domestic limited liability company (LLC). There must be at least one member listed. If the LLC is managed by a manager(s), there must also be at least one manager listed. Please provide the name and address of each manager of the company. You must also list the name and address of each person owning at least 5% interest in the company and the percentage of interest held by that person.

Name	Address	% Owned	Titles
Shawn Coyle	1905 Livengood Ave., Fairbanks, AK 99701	100	Member

**NAICS Code:** 541519 - OTHER COMPUTER RELATED SERVICES

**New NAICS Code (optional):**

111422

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

**Name:** Shawn Coyle



THE STATE  
of **ALASKA**

Department of Commerce, Community, and Economic  
Development  
Division of Corporations, Business, and Professional Licensing  
PO Box 110806, Juneau, AK 99811-0806  
(907) 465-2550 • Email: [corporations@alaska.gov](mailto:corporations@alaska.gov)  
Website: [Corporations.Alaska.gov](http://Corporations.Alaska.gov)

AK Entity #: 10030501  
Date Filed: 06/29/2015  
State of Alaska, DCCED

FOR DIVISION USE ONLY

## Articles of Organization

Domestic Limited Liability Company

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### 1 - Entity Name

Legal Name: SP&C Enterprises LLC

### 2 - Purpose

Technology/Computer/IT/Satellite/

### 3 - NAICS Code

541519 - OTHER COMPUTER RELATED SERVICES

### 4 - Registered Agent

Name: Shawn Coyle

Mailing Address: 1905 Livengood Ave. , Fairbanks, AK 99701

Physical Address: 1905 Livengood Ave. , Fairbanks, AK 99701

### 5 - Entity Addresses

Mailing Address: 1905 Livengood Ave. , Fairbanks, AK 99701

Physical Address: 1905 Livengood Ave. , Fairbanks, AK 99701

### 6 - Management

The limited liability company is managed by its members.

## 7 - Officials

Name	Address	% Owned	Titles
MACHEAL GOMEZ			Organizer

### Name of person completing this online application

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

**Name:** MACHEAL GOMEZ

State of Alaska  
Department of Commerce, Community, and Economic Development  
Corporations, Business, and Professional Licensing

## Certificate of Organization

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

**SP&C Enterprises LLC**



IN TESTIMONY WHEREOF, I execute the certificate  
and affix the Great Seal of the State of Alaska  
effective June 29, 2015.

A handwritten signature in cursive script, appearing to read "Chris Hladick".

Chris Hladick  
Commissioner

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
OF  
SP&C Enterprises LLC**

This Single-member LLC Operating Agreement represents SP&C Enterprises LLC that was formed in the State of Alaska on June 29th 2016, hereinafter known as the "Company".

Shawn Coyle of 1905 Livengood Ave., Fairbanks, Alaska, 99701 is recognized as the sole member of the Company (the "Member(s)").

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

**1. Name and Principal Place of Business**

The name of the Company is SP&C Enterprises LLC with a principal place of business at 1905 Livengood Ave., Fairbanks, Alaska, 99701. The mailing address shall be the same address as the principal office location.

**2. Registered Agent**

The name of the Registered Agent is Shawn Coyle with a registered office located at 1905 Livengood Ave., Fairbanks, Alaska, 99701 for the service of process as of June 29th 2016. This may change at any time by the Company filing an amendment with the Secretary of State, or respective office, in the State of Alaska.

**3. Formation**

The Company was formed on June 29th 2016, when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of Alaska (the "Statutes").

**4. Purpose**

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member(s) in their discretion shall determine.

**5. Term**

The term of the Company shall be perpetual, commencing on the filing of the Articles of Organization of the Company, and continuing until terminated under the provisions set forth herein.

**6. Member(s) Capital Contributions**

The Member(s) will not be making an initial Capital Contribution to the LLC.

**7. Distributions.**

The Member may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Member shall not be obligated to make any

Capital Contributions. The Member may take distributions of the capital from time to time in accordance with the limitations imposed by the Statutes.

A "Capital Account" for the Member's shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

#### 8. Books, Records and Tax Returns

The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records and transactions of the Member.

The Company's fiscal year shall be the calendar year with an ending month of December. The Member intends that the Company, as a single member LLC, shall be taxed as a Sole Proprietorship in accordance with the provisions of the Internal Revenue Code.

#### 9. Bank Accounts

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Member(s) from time to time may designate.

#### 10. Management of the Company

The business and affairs of the Company shall be conducted and managed by the Member(s) in accordance with this Agreement and the laws of the State of Alaska.

Shawn Coyle, as sole member of the Company, has sole authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company. The Member shall not be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree or order of a court. The Company is organized as a "member-managed" limited liability company. The Member is designated as the initial managing member.

#### 11. Ownership of Company Property

The Company's assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Member may determine.

Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

#### 12. Dissolution and Liquidation

The Company shall dissolve and its affairs shall be wound up on the first to occur of (i) At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement. (ii) The determination by the Member that the Company shall be dissolved.

Upon the death of the Member, the Company shall be dissolved. By separate written documentation, the Member shall designate and appoint the individual who will wind down the Company's business and transfer or distribute the Member's Interests and Capital Account as designated by the Member or as may otherwise be required by law.

Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.

### 13. Indemnification

The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth herein.

Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification as set forth herein.

All rights of the Member to indemnification under this Agreement shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.

The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

14. Miscellaneous

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Alaska. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities.

This Agreement, and any amendments hereto may be executed in counterparts all of which taken together shall constitute one agreement.

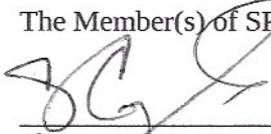
This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

**IN WITNESS WHEREOF**, the Member(s) have executed this Agreement on June 29th 2016.

The Member(s) of SP&C Enterprises LLC

  
524025205  
Shawn Coyle 9074604383