



## MEMORANDUM

TO: Chair and Members of the Board      DATE: June 28, 2016  
FROM: Cynthia Franklin      RE: Great Alaskan Bud Company  
Director, Marijuana Control Board      #10112

This is an application for a new standard cultivation facility in the City of Fairbanks by SP&C Enterprises, LLC DBA Great Alaskan Bud Company.

Date Application Initiated: 03/29/2016  
Date Under Review: 06/03/2016  
Incomplete Letter(s) Date: 06/08/2016; 06/21/2016; 06/24/2016  
Date Final Corrections Submitted: 06/24/2016  
Determined Complete/Notices Sent: 06/28/2016  
Local Government Response/Date: No response, yet  
DEC Response/Date: "No permit needed" 06/23/2016  
Fire Marshal Response/Date: Deferred  
Objection(s) Received/Date: None  
Staff questions for Board: See MJ-04 page 3- Applicant appears to ask for board approval for specific growing method.

# **APPLICATION DOCUMENTS- FINAL**

# Alcohol & Marijuana Control Office

Initiating License Application

3/29/2016 4:08:22 PM

**License Number:** 10112

**License Status:** New

**License Type:** Standard Marijuana Cultivation Facility

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

**Business License Number:** 1031886

**Designated Owner:** Shawn Coyle

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

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

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

## Owner #1

**Owner Type:** Entity

**Alaska Entity Number:** 10030501

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

**Phone Number:** 9076879162

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

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

## Affiliate #1

**Owner Type:** Individual

**Name:** Shawn Coyle

**SSN:** [REDACTED]

**Date of Birth:** [REDACTED]

**Phone Number:** 9074604383

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

**Mailing Address:** 1905 Livengood Ave.  
Fairbanks  
UNITED STATES MINOR OUTL  
YING ISLANDS



Alaska Marijuana Control Board

## Form MJ-00: Application Certifications

### What is this form?

This application certifications form is required for all marijuana establishment license 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.

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

### Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	SP&C Enterprises LLC	License Number:	10112		
License Type:	Standard Marijuana Cultivation				
Doing Business As:	Great Alaskan Bud Company, GABCO.				
Premises Address:	1905 Livengood Ave.				
City:	Fairbanks	State:	ALASKA	ZIP:	99701

### Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Shawn Coyle
Title:	Owner

### Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

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If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Lic# 10113 and Manufacturing Lic.# 10115





Alaska Marijuana Control Board

## Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

I certify that I am not currently on felony probation or felony parole.

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

I certify that my proposed premises is not located in a liquor licensed premises.

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) and affiliates (as defined in 3 AAC 306.990(a)(1)) have been listed on my online marijuana establishment license application.

I certify that all proposed licensees have been listed on my application with the Division of Corporations.

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



Alaska Marijuana Control Board

**Form MJ-00: Application Certifications**

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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

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Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

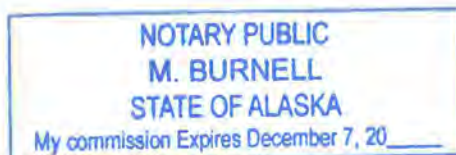
☒

**All marijuana establishment license applicants:**

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that I have examined the online application and this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find them to be true, correct, and complete.

  
Signature of licensee

Subscribed and sworn to before me this 1<sup>st</sup> day of JUNE, 2016.



  
Notary Public in and for the State of Alaska.  
My commission expires: 12/7/17





## Alaska Marijuana Control Board

**Form MJ-01: Marijuana Establishment Operating Plan****What is this form?**

An operating plan is required for all marijuana establishment license applications. Applicants should review **Title 17.38** of **Alaska Statutes** and **Chapter 306** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

**What must be covered in an operating plan?**

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Security
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Waste disposal
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising
- Control plan for persons under the age of 21

Applicants must also complete the corresponding operating plan supplemental forms (**Form MJ-03**, **Form MJ-04**, **Form MJ-05**, or **Form MJ-06**) to meet the additional operating plan requirements for each license type.

**Section 1 – Establishment Information**

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	SP&C Enterprises LLC	License Number:	10112		
License Type:	Standard Marijuana Cultivation				
Doing Business As:	Great Alaskan Bud Company, GABCO.				
Premises Address:	1905 Livengood Ave.				
City:	Fairbanks	State:	ALASKA	ZIP:	99701

Mailing Address:	1905 Livengood Ave.				
City:	Fairbanks	State:	ALASKA	ZIP:	99701

Primary Contact:	Shawn Coyle				
Main Phone:	907-479-4420	Cell Phone:	907-460-4383		
Email:	shawn@greatalaskanbudcompany.com				



**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

**Section 2 – Security**

Review the requirements under 3 AAC 306.710 – 3 AAC 306.720 and 3 AAC 306.755, and identify how the proposed premises will meet the listed requirements.

Describe how the proposed premises will comply with each of the following:

**Restricted Access Areas (3 AAC 306.710):**

**Describe how you will prevent unescorted members of the public from entering restricted access areas:**

**Secure Locked Doors:**

Locked doors are up to 3 keys deep in order to gain access to interior restricted areas.

**Signs**

Signs posting restricted areas, as well as restricted locked doors.

**Video Surveillance:**

Recorded video surveillance of restricted doors, and areas pertaining to

**Fencing:**

Fenced facility with gate and barbed wire preventing random public access.

**Describe your processes for admitting visitors into and escorting them through restricted access areas:**

**Request Proposal Purpose:**

Initial written request is made to visit restricted area with a signed statement of request stating purpose or service being rendered. Propose a date and time of the facility the visitor(s) wish to be escorted through.

**Permission:**

Permission is either granted or denied depending on above circumstances or reasons. If access is granted they will receive an email that has been linked to a user pass containing a scan code. This ticket is presented at the predetermined date and time and is only valid for that allotted date/ time

**ID Check:**

The visitor presents a valid ID along with the scan-code

**Visitor Badge:**

Visitor receives a preassigned badge based on their scan-code ticket, and is photographed. The visitor is instructed on where their area is that they will be in and instructed not to deter from the escorted path, and there are no recordable devices taken inside the restrict facility unless there is a specific pre-approved device and reason.

**Escort:**

We shall limit the number of visitors to not more than five visitors for each licensee, employee, or agent of the licensee who is actively engaged in supervising those visitors.

**ID returned upon exit:**

Upon exiting the visitor must sign out and return badge.





**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

**Describe your recordkeeping of visitors who are escorted into restricted access areas:**

**Log Files:**

All visitor information is stored in secure administrative office in a fire-proof safe with a file for every visitor to restricted areas. This file contains ID Information including current picture, badge issued, signed scan-code ticket with reason statement of purpose, time and date of entry and exit of facility secure access area.

**Off-site Storage:**

All files are stored off site after 60 days, either electronically or in paper or both for the remainder of time they need to be held.

**Log Book:**

There is a log file for anyone who accesses these files. User must identify themselves and make request to receive a cabinet key stating specific usage or reason for access. Upon approval they will sign for a key and sign out as well when finished. Any type of copying of records must be specifically approved.

**Provide a copy of a sample identification badge to be displayed by each licensee, employee, or agent while on the premises:**

See Attached:

Background & Drug Screenings by:



PlusOne ID: SMITA01068298

[www.plusonesolutions.net](http://www.plusonesolutions.net)



KEVIN  
SMITH



Background Screened & Drug Tested  
Screening Date: 09/15/14



**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

**Security Alarm Systems and Lock Standards (3 AAC 306.715):**

**Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:**

**Exterior Lighting:**

The exterior lighting is used to facilitate surveillance. There is exterior lighting at all entrances to facilitate Video surveillance at the door. Also there is exterior building lighting to expose any unlit areas with light. Moreover the property will be uncluttered of any material that would inhibit the view by blocking light.

**An alarm system is required for all license types. Describe the security alarm system for the proposed premises:**

We have four camera systems in use one Samsung for outside, and three commercial VIVINT Alarm Systems to manage and secure various areas (Cultivation, Manufacturing, Retail/ Management) independently with their own alarm/emergency systems as well as their own online monitoring access and storage. Moreover, users have permission for their areas and cannot view/ access other areas. Key management have access permission to all systems and areas, thus employees are contained to their access rights.

**The alarm system must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe how the security alarm system meets this requirement:**

Under our procedures and protocols the alarm system must be activated on all exterior doors and windows when the licensed premises is closed for business. Access is only obtained by approved security/ staff. This means the system is armed and active for intrusion detection. either by door or window using open close sensors, motion detectors, and Glass Break Sensors





**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

**Describe your policies and procedures for preventing diversion of marijuana or marijuana product:**

All Marijuana plants are tagged and monitored using the required state MICS. MCIS will monitor tracking of all MJ plants and products using tags on plants tracking cultivation information such as cultivation weights as well as processing weights start to finish. Internally we will also security cameras to monitor our processing rooms and areas, uploading content Online.

**Describe your policies and procedures for preventing loitering:**

Only Active Customers will be permitted on premise, any person loitering will be immediately removed from the property, either willingly or escorted off. They may also be prevented from returning to premises and Police authorities will be contacted. This list will be reviewed and recorded nightly and logged weekly into a reporting system.

**Describe your policies and procedures regarding the use of any additional security device, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm to enhance security of the proposed premises:**

Motion Sensors, Glass Break Sensors, all cameras are stored Online for viewing and recording of all cameras. activity log concerning open doors motion sensor activity etc. is also uploaded in real time and available. All camera systems and Securities are controlled Online or at the Panel in case of Internet outage etc. VIVINT uses cellular signal technology to transmit their information so it is till connected in the case of a power outage. Moreover, each system has two "Keyed" FOB's for Management and employees for a total of six FOBS each with an independent panic/ duress alarm for hold ups, police, fire, and medical emergencies.



**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

**Describe your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when any automatic or electronic notification system alerts a local law enforcement agency of an unauthorized breach of security:**

VIVINT Security is an inclusive automatic electronic notification system that alerts local law enforcement agencies in the event of an unauthorized breach of security. VIVINT will contact the Police and main/ secondary contact regarding facility in order to establish communications with local authorities to find status of event vis-a-vis VIVINT. Live on-shift Security or Management personnel is onsite 24/7 and would be the immediate contact. Relevant breach in security will be verified and immediately inspected and reported for said break specifically the breach area for any evidence or suspects, this will be reported immediately to police upon their arrival. Building would be check and sealed following any incident and report filed immediately following the incident.

**Video Surveillance (3 AAC 306.720):**

All licensed marijuana establishments must meet minimum standards for surveillance equipment. Applicants should be able to answer "Yes" to all items below.

Video surveillance and camera recording system covers the following areas of the premises:	Yes	No
Each restricted access area and each entrance to a restricted access area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Both the interior and exterior of each entrance to the facility	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Each point of sale area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Each video surveillance recording:	Yes	No
Is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Clearly and accurately displays the time and date	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is archived in a format that does not permit alteration of the recorded image, so that the images can readily be authenticated	<input checked="" type="checkbox"/>	<input type="checkbox"/>





Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

**Video cameras:**

Video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises within Key areas, or upon entry into restricted areas in the facility, or within 20 feet of each entrance to the licensed premises both on the inside and outside these entrances.

**Video Recording:**

Video surveillance footage and building sensor logs are streamed to the cloud for Online storage and retrieval.

Describe the locked and secure area where video surveillance recording equipment and records will be housed and stored and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the board:

**Video Security:**

Video surveillance recording equipment and records will be housed and stored in Administrative office, and/or locked cabinets, in order to preserve integrity of the data. Moreover, the area is accessible only to authorized personnel with specific security clearance. Key individuals who have proper clearance and access to prescribed area can escort law enforcement, or an agent of the board are individuals with access using a "Keyed" access protocol using a key pad or a remote FOB System. An access log for this data is in place for approved access and viewing, as well as video footage in the office where recording is occurring.

**Access:**

Access to video recording equipment requires a three step process.

- 1) Reason Request
- 2) Identification
- 3) Schedule/ Escort

**Log:**

An access log for this data is in place for approved access and viewing, as well as video footage in the office.

**Location of Surveillance Equipment and Video Surveillance Records:**

Yes No

Surveillance room or area is clearly defined on the premises diagram

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Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area

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Surveillance recording equipment access is limited to a marijuana establishment licensee or authorized employee, and to law enforcement personnel including an agent of the board

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Video surveillance records are stored off-site

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Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

### Business Records (3 AAC 306.755):

All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records. Applicants should be able to answer "Yes" to all items below.

Business Records Maintained and Kept on the Licensed Premises:	Yes	No
All books and records necessary to fully account for each business transaction conducted under its license for the current year and three preceding calendar years; records for the last six months are maintained on the marijuana establishment's licensed premises; older records may be archived on or off-premises	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Records related to advertising and marketing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A current diagram of the licensed premises including each restricted access area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A log recording the name, and date and time of entry of each visitor permitted into a restricted access area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All records normally retained for tax purposes	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Transportation records for marijuana and marijuana product as required under 3 AAC 306.750(f)	<input checked="" type="checkbox"/>	<input type="checkbox"/>





Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

A marijuana establishment is required to exercise due diligence in preserving and maintained all required records.

Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

All Surveillance video, and system data/ backups, and record systems are maintained Online and are recorded live via the Internet and stored on the cloud. Access to these records are restricted to key personnel as well as state agents and law enforcement.

Any paper records will be stored in fire proof cabinets for 6 months. All record viewing is done by appointed employees only, any other individuals must make written request by appointment only by stating specific reason and obtaining prior approval ( see procedural process for access approval). There is a log book for any records request and access, logging specific details of said access. After 6 months files are uploaded to the cloud and/or stored electronically, and/or moved to long term storage where they will be held for at least three years, seven years or more for tax records as well.

All record viewing is done by appointed and with an employee escort, any other individuals must make written request by appointment only. Records are available upon request for inspection/ review There is a log book for any record by the state of Alaska or an appointed representative.

Other records that will be held and maintained include, but are not limited to, a log book containing all records necessary to fully account for all current employees. Current business contact for video surveillance and alarms, all advertising records, premise diagram available for viewing with all areas including Restricted Access (R/A) areas, all tax records, Inventory, transport, and testing records.

Moreover, internal records regarding specific data concerning horticultural/ agricultural activities, building maintenance records and internal testing results will be stored in order to preserve all data records in one cohesive unit.



## Alaska Marijuana Control Board

# Form MJ-01: Marijuana Establishment Operating Plan

### Section 3 – Inventory Tracking of All Marijuana and Marijuana Product

Review the requirements under 3 AAC 306.730, and identify how the proposed establishment will meet the listed requirements.

All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with the system the board implements to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

Applicants should be able to answer "Yes" to all items below.

Marijuana Tracking and Weighing:	Yes	No
A marijuana inventory tracking system, capable of sharing information with the system the board implements to ensure tracking for the reasons listed above, will be used	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All marijuana delivered to a marijuana establishment will be weighed on a scale certified in compliance with 3 AAC 306.745	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Describe the marijuana tracking system that you plan to use and how you will ensure that it is capable of sharing information with the system the board implements:**

GABCO cultivation production will use the State AK tracking system as well as assign a tracking label with radio tag and number to each plant over eight inches tall. When harvested, bud and flowers, clones or cuttings, or leaves and trim may be combined in harvest batches of distinct strains, not exceeding five pounds. Each harvest batch will be given an inventory tracking number.

By the use of RFID (Radio Frequency Identification) technology combined with serialized item tracking, the system creates an "end to end" surveillance system where the municipality has real-time visibility at any given time into the "inventory" at all the locations. Central control of security through RFID secure tag ID and captures perpetual inventory quantities for each entity, and Provides an inspection process with the tools necessary to complete on-site validation of inventory with audit capability and anti-piracy safeguards, supports the auditing process from a series of exception reports, and provides the industry with the means to report required inventories with minimal cost and investment - can remain cost neutral to the regulatory body.

The system maintains a secure reporting environment for participant. The regulator has access to all data, and the system provides for a real time digital transport manifest giving access to law enforcement enabling them to quickly discover illegal activity during transportation, tracks transfers between licensed premises, allows regulatory users to view all licensee activities captured in the system, and creates audit trails and tools for assessing risk and channeling resources more efficiently (e.g. system notifications and reporting).

Creates a database of analytical information to establish trends and benchmarks for marijuana production  
Allows criminal investigators to streamline field enforcement and compliance activities associated with licensees, and  
Provides aggregate data regarding cultivation, production, transportation and sales of marijuana within the regulated model using a secure web hosted solution.





Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

### Section 4 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700, and identify how the proposed establishment will meet the listed requirements.

A marijuana establishment and each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

Applicants should be able to answer "Yes" to all items below.

**Marijuana Handler Permit:**

Yes

No

Each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment

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Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the premises of a retail marijuana store, marijuana cultivation facility, or marijuana product manufacturing facility) when on the licensed premises

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Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired

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**Describe how your establishment will meet the requirements for employee qualifications and training:**

All employees, licensees, or agents must complete the required State of Alaska Marijuana Handler Permit, Education Course with certificate. Moreover, new employees may be required to pass a background and/ or drug test in order to obtain employment. We will use an industry trusted company such as New Corp background clearance for our personnel hiring process.





Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

### Section 5 – Waste Disposal

Review the requirements under 3 AAC 306.740, and identify how the proposed establishment will meet the listed requirements.

Applicants should be able to answer "Yes" to the statement below.

**Marijuana Waste Disposal:**

Yes

No

The marijuana establishment shall give the board at least 3 days notice in the marijuana inventory tracking system required under 3 AAC 306.730 before making the waste unusable and disposing of it

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Describe how you will store, manage, and dispose of any solid or liquid waste, including wastewater generated during marijuana cultivation, production, process, testing, or retail sales, in compliance with applicable federal, state, and local laws and regulations:

GABCO will store, manage, and dispose of any solid or liquid waste, including wastewater generated during marijuana cultivation, production, process, testing, or retail sales, in compliance with applicable federal, state, and local laws and regulations, using a waste inventory control system with a log file documenting each transference of material to a rendered and unusable state and reporting the disposal through the state MICS. Waste water will be collected and stored until it can be picked up or disposed of in compliance with applicable federal, state, and local laws and regulations. Solid waste will be stored in bins or contained until it is disposed of or remediated if applicable. Waste products from Processing testing and/or retail sales will be stored in secure locked areas until disposal.

Describe what material or materials you will mix with the ground marijuana waste to make it unusable:

All marijuana plant waste will be made unusable by grinding the marijuana plant waste and mixing it with at least an equal amount of other compostable or non-compostable materials.

(1) compostable materials including used cultivation soils (dirt), food waste, yard waste, vegetable based grease or oils, or other wastes approved by the board when the mixed material can be used as compost feedstock or in another organic waste method such as an anaerobic digester with approval of any applicable local government entity.

(2) non-compostable materials including paper waste, cardboard waste, plastic waste, oil, or other wastes approved by the board when the mixed material may be delivered to a permitted solid waste facility, incinerator, or other facility with approval of any applicable local government entity.



**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

**Marijuana waste must be rendered unusable for any purpose for which it was grown or produced before it leaves the marijuana establishment. Describe the process or processes that you will use to make the marijuana plant waste unusable:**

All solid waste such as leaves stems roots will be rendered unusable by being ground dried and rinsed with an alcohol solvent or "turned" into dirt in order to make the ground marijuana waste unusable. any other solid plant matter that becomes waste material may be rinsed with alcohol solvent solution rendering it THC and CBD free and unusable as well and can then be disposed of as ground earth matter, compost, and dirt filler as well.

Moreover, (1) in the marijuana inventory tracking system required under 3 AAC 306.730, we must give the board notice not later than three days before making the waste unusable and disposing of it; however, the director may authorize immediate disposal on an emergency basis; and (2) keep a log record of the reason for disposal, contents, weight, as well as final destination of marijuana waste made unusable.





Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

### Section 6 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750, and identify how the proposed establishment will meet the listed requirements.

Applicants should be able to answer "Yes" to all items below.

**Marijuana Transportation:**

Yes No

The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700

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The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle

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The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport

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During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport

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Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment

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When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received

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The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest

☐ ☐



**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

**Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment:**

The marijuana or marijuana product will be in a sealed package or container, packaged in 0.3 mil. or greater. Moreover, the marijuana or marijuana product will be packaged in a tamper evident package/container and secured in a locked safe during shipment. A transport manifest must be created and the transfer recorded in the marijuana inventory tracking system. An individual transporting marijuana in compliance with this section shall have a marijuana handler permit required under 3 AAC 306.700.

**Describe the type of locked, safe, and secure storage compartments that will be used in any vehicles transporting marijuana or marijuana product:**

During transport, the marijuana or marijuana product will be in a locked, safe, and secure storage compartment located in the rear on the floor or back of vehicle, and "within", the vehicle transporting the marijuana or marijuana product using a "Car Vault" or car safe, which are designed with features found in a bank vault. The console vault provides high security with bank vault designs and is engineered to fit vehicles that require bank vault security.





Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

### Section 7 – Signage and Advertising

Describe any signs that you intend to post on your establishment with your business name, including quantity and dimensions:

Three to Four main signs will be posted on the Property displaying the Name/ Logo of the "Great Alaskan Bud Company" aka "GABCO". using:

- 1) up to three 6' round lighted signs in the front building area
- 2) A 60" X 80" or smaller lighted sign On the Facade

There will be Signs on on the AKRR West Business Park Sign

No sign shall exceed 4800 square inches.

If you are not applying for a retail marijuana store license, you do not need to complete the rest of Section 7, including Page 17.

#### Restriction on advertising of marijuana and marijuana products (3 AAC 306.360):

All licensed retail marijuana stores must meet minimum standards for signage and advertising.

Applicants should be able to answer "Agree" to all items below.

No advertisement for marijuana or marijuana product will contain any statement or illustration that: Agree   Disagree

Is false or misleading

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Promotes excessive consumption

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Represents that the use of marijuana has curative or therapeutic effects

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Depicts a person under the age of 21 consuming marijuana

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------



Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

No advertisement for marijuana or marijuana product will be placed:

Agree Disagree

Within one thousand feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21

☒ ☐

On or in a public transit vehicle or public transit shelter

☒ ☐

On or in a publicly owned or operated property

☒ ☐

Within 1000 feet of a substance abuse or treatment facility

☒ ☐

On a campus for post-secondary education

☒ ☐

Signage and Promotional Materials:

Agree Disagree

I understand and agree to follow the limitations for signs under 3 AAC 306.360(a)

☒ ☐

The retail marijuana store will not use giveaway coupons as promotional materials, or conduct promotional activities such as games or competitions to encourage sale of marijuana or marijuana products

☒ ☐

All advertising for marijuana or any marijuana product will contain the warnings required under 3 AAC 306.360(e)

☒ ☐



Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

### Section 8 – Control Plan for Persons Under the Age of 21

Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

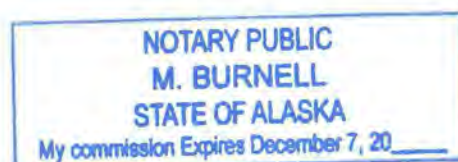
GABCO will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items by posting signs stating "Persons under 21 not allowed on premises. Moreover, camera security and Identification check at the door as well to prevent any under age persons from trying to gain access to premises or Marijuana items using a valid form of ID such as a passport, unexpired drivers license/ state ID card of any state or US Territory including D/C, and Canada.

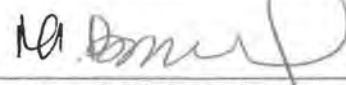
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

  
Signature of licensee

Shawn Coyle  
Printed name

Subscribed and sworn to before me this 1<sup>st</sup> day of JUNE, 2016.





Notary Public in and for the State of Alaska.

My commission expires: 12/7/17





Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501

[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

---

**(Additional Space as Needed):**

See Great Alaskan Bud Company, GABCO, Business Plan.



## Alaska Marijuana Control Board

**Form MJ-00: Application Certifications****What is this form?**

This application certifications form is required for all marijuana establishment license 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.

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

**Section 1 – Establishment Information**

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	SP&C Enterprises LLC	License Number:	10112		
License Type:	Standard Marijuana Cultivation				
Doing Business As:	Great Alaskan Bud Company, GABCO.				
Premises Address:	1905 Livengood Ave.				
City:	Fairbanks	State:	ALASKA	ZIP:	99701

**Section 2 – Individual Information**

Enter information for the individual licensee or affiliate.

Name:	Shawn Coyle
Title:	Owner

**Section 3 – Other Licenses**

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

☐☐

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Lic# 10113 and Manufacturing Lic.# 10115

**From:** [AK Budds](#)  
**To:** [Marijuana Licensing \(CED sponsored\)](#)  
**Cc:** [shawn@greatalaskanbudcompany.com](mailto:shawn@greatalaskanbudcompany.com)  
**Subject:** RE: Incomplete Letter-Great Alaskan Bud Company license #10112 DEADLINES 6/22/16 & 8/6/16  
**Date:** Tuesday, June 21, 2016 7:08:10 PM  
**Attachments:** [GABCO Initial Project-Final-P5.pdf](#)

---

Hi Thanks,

- The surveillance room is located behind the 1<sup>st</sup> floor retail store and all required areas are “covered by cameras” and they are also Cell based view these one online as we stream our footage for online storage of more than 40 days. Please see the updated drawing and check the labeling now, thanks. This room meets the requirements of 3AAC 306.720. moreover, remote viewing of and through the surveillance room is also possible in the other two administrative areas, most all cameras are cellular based and viewing is done online in real time.

Conex is a refrigerator trailer but will be currently used to store maintenance supplies and outdoor seasonal maintenance, It was made an administrative area for no public access reasons.

Its function may change to a secure closed area for a safe concentrate mfg room with the side door connecting only 1 entrance to and from aux grow space next to it.  
Waiting to decide on Concentrate Mfg.

---

**From:** Marijuana Licensing (CED sponsored) [mailto:marijuana.licensing@alaska.gov]  
**Sent:** Tuesday, June 21, 2016 11:30 AM  
**To:** AK Budds; Marijuana Licensing (CED sponsored)  
**Subject:** RE: Incomplete Letter-Great Alaskan Bud Company license #10112 DEADLINES 6/22/16 & 8/6/16

Good morning;

I have uploaded the corrections. However, there is one more thing that needs to be clarified.

- Where on the proposed licensed premises for the cultivation license is the surveillance room or area? Please very clearly label it on the diagram. Please note that surveillance room must be within the proposed licensed premises, and this room must meet the requirements of 3AAC 306.720
- What is stored in the Conex Storage?

Thank you

AMCO Staff



**Fairbanks North Star Borough  
Department of Community Planning**

P.O. Box 71267

Fairbanks, Alaska 99707-1267

Zoning Permit Number: **17481**

Phone: (907) 459-1260

Fax: (907) 459-1255

planning@co.fairbanks.ak.us

This permit is issued based on the lot dimensions and zone applicable to the lot on the date of issuance. If prior to construction, the zone or the lot dimensions change, this permit will no longer be valid and a new permit must be obtained.

---

**General Information**

Date: 5/13/2016

Applicant: COYLE SHAWN

Mailing Address: 1905 LIVENGOD AVE, FAIRBANKS AK 99701

Telephone: 907-460-4383

Cell Phone:

Email:

Property Description: 0044202 LOT 5 BLOCK A ALASKA RAILROAD

Site Address: 1905 LIVENGOD AVE

Existing Use: Commercial

Structure: Warehouses : 6,000 sq ft

Proposed Use: Commercial

Structure: Marijuana cultivation facility, indoor large : 10,000 square feet

Dwelling Units: 0

New: 0

Existing: 0

Building Height (stories): 2

Total Area of Structure: 10,000 SF

New: 0 SF

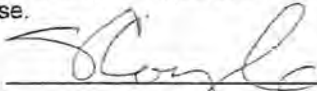
Existing: 10,000 SF

Lot Size: 20,000 SF

Est. Construction Cost: \$0

**Note:** This permit is for a marijuana cultivation facility, indoor large in a 10000 square foot structure. A separate permit must be requested for any other use, including retail. Please check with the City of Fairbanks for any permit requirements.

- I certify that I am the owner or that I am authorized to act for the owner of the property.
- I certify that this information is to the best of my knowledge true and complete.
- I acknowledge and will comply with the conditions set forth in this zoning permit.
- I understand that the holder of this permit is required to comply with all other applicable laws, including city, borough, state and federal laws.
- I agree to submit current and accurate documents if the site plan or other application materials are changed subsequent to issuance of this permit.
- I understand that this permit is appealable and that this appeal must be submitted and perfected within 15 days of the date of the decision in accordance with FNSBC 18.54.070.
- This permit is issued contingent upon the applicant obtaining the appropriate State of Alaska Commercial Marijuana Facility License.



Applicant Signature

05-13-16

Date

### Zoning Specifications

Existing Zone: GU-1 (100%)  
 Minimum Lot Size: 40000  
 Front Yard Req: 0  
 Side Yard Req: 0  
 Rear Yard Req: 0

Flood Zone: X PROTECTED BY LEVEE  
 (100%)

Road Service Area: No  
 Parking Spaces Req: 0  
 Building Type: Principal

### Conditions

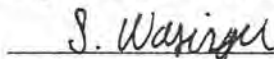
Floodplain Permit Required: No

FNSB Driveway Permit Required: No

Conditions: Marijuana cultivation facility, indoor large

Reasons: Marijuana cultivation facility, indoor large meets Title 18 requirements

Permit Approval: Approved



Zoning Official: Wasinger, S

5/13/2016

Date

*This is a Fairbanks North Star Borough Community Planning Department Zoning Permit. Please contact other departments and agencies to obtain permits as necessary.*





# Fairbanks North Star Borough Department of Community Planning

P.O. Box 71267

Fairbanks, Alaska 99707-1267

(907) 459-1260

Fax: (907) 459-1255

planning@co.fairbanks.ak.us

Comm. Planning Dept  
APR 05 2016  
RECEIVED

## ZONING PERMIT APPLICATION

28-17481

<b>APPLICANT:</b>	
Name:	Shawn Coyle for
Mailing Address:	1905 Livengood Ave.
Phone:	cell - 907. 460. 4383
Fax:	907. 474. 4480
E-mail:	shawn@greatalaskanbudcompany.com

<b>Property Information:</b>	
Legal Description: Lot 5 Block A of the ARRC Chena Industrial Sub	
Street Address: 1905 Livengood	Lot Size: 20,000 <input type="checkbox"/> acres <input checked="" type="checkbox"/> square feet
Parcel Account Numbers (PAN): 44202	
Existing Use & Structures: 6000 sq ft warehouse	

<b>Proposed Use/Construction:</b>		<input type="checkbox"/> Residential	<input type="checkbox"/> Commercial	<input checked="" type="checkbox"/> Industrial
Description of proposed use: Indoor Marijuana Cultivation Grow Large				
If commercial, include number of employees, seating capacity, net office or sales area (sq. ft.): 5-10 10,000 sq ft				
Number of existing dwelling units: 0	Number of proposed dwelling units: 0	Total Number of dwelling units: 0		
Size of existing construction in square feet: 10,000	Size of proposed construction in square feet: N/A	Building height/number of stories: 1 story and 2nd story office		
Estimated cost of new construction: N/A		Number of Bedrooms: N/A		

I own Building Alaska RR Leased Land

I certify that: ☒ (I am) ☒ (I am authorized to act for) the owner of the property.  
I certify that the information included in this application is to the best of my knowledge true and complete.  
I understand that processing of this application may take up to 5 working days.  
I have attached a detailed site plan, drawn to scale, in compliance with the guidelines document titled "Site Plans" and the drawing is no larger than 11" x 17".  
I understand that the Zoning Permit is appealable and that said appeal must be submitted and perfected within 15 days of the date of the decision in accordance with 18.54.070.  
I can be notified of the decision at the above ☐ (phone number) ☐ (address).

APPLICANT SIGNATURE: [Signature] DATE: 4-5-16



**Alaska Marijuana Control Board**  
**Operating Plan Supplemental**  
**Form MJ-04: Marijuana Cultivation Facility**

Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

**What is this form?**

This operating plan supplemental form is required for all applicants seeking a marijuana cultivation facility license and must accompany the **Marijuana Establishment Operating Plan (Form MJ-01)**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 4** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.420(2).

**What additional information is required for cultivation facilities?**

Applicants must identify how the proposed establishment will comply with applicable regulations regarding the following:

- Prohibitions
- Cultivation plan
- Odor control
- Testing procedure and protocols
- Security

**This form must be submitted to AMCO's main office before any marijuana cultivation facility license application will be considered complete.**

**Section 1 – Establishment Information**

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	SP&C Enterprises LLC	License Number:	10112
License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	Great Alaskan Bud Company		
Premises Address:	1905 Livengood Ave.		
City:	Fairbanks	State:	ALASKA
		ZIP:	99701





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Phone: 907.269.0350

## Section 2 – Prohibitions

Applicants should review 3 AAC 306.405 – 3 AAC 306.410 and be able to answer "Agree" to all items below.

The marijuana cultivation facility will not:

Agree Disagree

Sell, distribute, or transfer any marijuana or marijuana product to a consumer, with or without compensation

☐ ☐

Allow any person, including a licensee, employee, or agent, to consume marijuana or marijuana product on its licenses premises or within 20 feet of the exterior of any building or outdoor cultivation facility

☐ ☐

Treat or otherwise adulterate marijuana with any organic or nonorganic chemical or compound to alter the color, appearance, weight, or odor of the marijuana

☐ ☐

## Section 3 – Cultivation Plan

Review the requirements under 3 AAC 306.420, and identify how the proposed premises will meet the listed requirements.

Describe the size of the space(s) the marijuana cultivation facility intends to be under cultivation, including dimensions and overall square footage. Provide your calculations below:

For our cultivation facility area we have 5 primary spaces each contained within the same contiguous area/space under one roof with an overall potential cultivation space of 4450Sq' and a net cultivation space of 3927Sq'.

Cloning/ Nursery 492Sq' 41'X12' Rectangular

Veg./ Flower Area 752Sq' 6'X10'X52'X12'X10'X18'

Budding Room 1 928Sq' 52'X16'X60'X8'X12'

Budding Room 2 904Sq' 40'X25'X24'X6'X16'X19'

Budding Room 3 851Sq' 23'X37' Rectangular

Total Cultivation 3927Sq'



**Alaska Marijuana Control Board**  
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Phone: 907.269.0350

**Describe the marijuana cultivation facility's growing medium(s) to be used:**

Mainly a soil based grow operation utilizing soils composed of (but not limited to) Peat, Perlite, Sphagnum moss, Dolomite, vermiculite, Rock-wool, clay pellets, hydroton, coconut fiber/coir.

We may utilize Hydroponic/ Aeroponic Technologies i.e. Nutrient Solution, Nutrient Film Technique (NFT), using Electrical Conductivity (EC) monitoring for nutrients. These media would be used mainly for specialty output activities such as cloning and propagation of new varieties, and custom grows as we utilize any newly developed horticultural technologies that emerge, such as vertical and horizontal growing techniques.

**Describe the marijuana cultivation facility's fertilizers, chemicals, gases, and delivery systems, including carbon dioxide management, to be used:**

**Fertilizers:**

General Hydroponics. Our management solution is GH Flora Series, and adjuncts. Flora Series is the original three-part nutrient based system. GH quality control makes it the cleanest agricultural grade fertilizer for cultivation, and is the most-used production nutrient today.

**Bone Meal:**

Phosphorus, Calcium

**Blood Meal:**

Nitrogen, Ammonia

**Potash in it's traditional forms:**

potassium carbonate, K<sub>2</sub>CO<sub>3</sub>, potassium chloride (KCl), potassium sulfate (K<sub>2</sub>SO<sub>4</sub>) or potassium nitrate (KNO<sub>3</sub>).

**Chemicals:**

Salt Peter Ca(NO<sub>3</sub>)<sub>2</sub>, Epsom Salt, MgSO<sub>4</sub>, Hydrogen Peroxide, H<sub>2</sub>O<sub>2</sub>

**Gases:**

Carbon Dioxide, CO<sub>2</sub> (tanked).

**Describe the marijuana cultivation facility's irrigation and waste water systems to be used:**

The marijuana cultivation facility's irrigation and waste water systems to be used are mainly drip irrigation to be contained in smart pots limiting any excess water usage loss to near zero. Basically in this system water is inside a closed system and is not waste product, and water from limited hydroponic/ aeroponic cultivations for specialty grows and/or cloning/ propagation purposes will be remediated by using chelating techniques before being stored for pick or

Over time, every cultivation system can develop fertilizer residue as a natural part of the growing process. This accumulation can result in excess salts that will eventually become toxic. Flora-Kleen, specifically designed to dissolve fertilizer salts in our solution using chelating agents and flush excess residue, but also releases nutrient locked up between plants and the system. This connection helps plants make the most of remaining fertilizers in the water.

Moreover, if allowed we would have Bio/Eco- friendly growing containers in which plants that we "don't care for" can be grown. For example, hydroponic growing containers in which low nutrient requirement type of plants are grown. This way when our hydroponic crop has a solution it can no longer use, we place that solution into our other hydroponic container and leave the solution for those plants to take care off for two months. Once this happens, the solution should be very depleted of nutrients and can be disposed of by re-hydrating cleansed/dried recycled/used soil media using Flora-Kleen and allowed to dry.

Any and all other unusable waste water will be collected in an approved container in order to have it prepared for pick up or disposal using Borough approved waste water dispose sites. All disposal will be recorded in a log book with all relevant documentation.





## Alaska Marijuana Control Board Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

Describe the marijuana cultivation facility's waste disposal arrangements:

Any (non)organic waste that has ground MJ material that is not suitable for these purposes will be delivered to a suitable Borough approved landfill/ waste management site and logged as disposed of with a log of the date time and location as well as details to the materials being disposed of.

### Section 4 – Odor Control

Review the requirements under 3 AAC 306.430, and identify how the proposed premises will meet the listed requirement.

**Describe the odor control method(s) to be used and how the marijuana cultivation facility will ensure that any marijuana at the facility does not emit an odor that is detectable by the public from outside the facility:**

Having a scientific degree in Bio-Horticultural sciences I have designed, managed, and operated many laboratory arboretum facilities and environments. Maintaining semi-closed gaseous environmentally controlled systems has many benefits. These systems are surgically clean and closed to uncontrolled outside environmental factors. This being said the closed system is designed to satisfy the requirement of incoming air quality control and management of internal air quality automatically removes the possibility of internal odor from being detected outdoors, even though air is being brought in, the management of air is a air quality controlled process until scrubbed/cleansed air + heat is expelled out of the building through yet another exhaust scrubber and/or UV sanitizer.

All areas of the cultivation facility will use carbon based air scrubbers both between and among the rooms as well as any air being exhausted out of the facility being scrubbed again further by in-line Carbon cored filters. This filtration requires high volume blowers to move the air and silencers to break the sound of the powerful air movers.

Since the air scrubbers are removing odor and particulates out of the air at least 7 times per hour (about every nine minutes), 24 hours daily. Thus there is no odor buildup to detectable levels as the odor particulates are being removed as fast as they are occurring.

Moreover, there are two central air handlers, temperature controlled fans and (de)humidifiers which are used in order to maintain air temperature and moisture, which helps in the collection and management of air contaminants.

These techniques of indoor horticulture and maintaining a semi-closed environmental loop in which the atmospheric gases vapors and confluents are held at precise levels. Thus, the conditions of an indoor cultivation facility overall helps in keeping odors from escaping and being detected outside the facility.





Alaska Marijuana Control Board  
**Operating Plan Supplemental  
Form MJ-04: Marijuana Cultivation Facility**

Alcohol and Marijuana Control Office  
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[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

### Section 5 – Testing Procedure and Protocols

Review the requirements under 3 AAC 306.455 and 3 AAC 306.465, and identify how the proposed premises will meet the listed requirements.

Applicants should be able to answer "Agree" to the item below.

I understand and agree that:

Agree Disagree

The board will or the director shall from time to time require the marijuana cultivation facility to provide samples of the growing medium, soil amendments, fertilizers, crop production aids, pesticides, or water for random compliance checks



Describe the testing procedure and protocols the marijuana cultivation facility will follow:

GABCO uses a series of industry Rapid Test Kits for detecting various contaminants in order to keep Quality Control in check. In high volume production environments horticultural facilities must test daily weekly and monthly for multiple components in order to maintain a high standard of laboratory cleanliness and non-contamination.

**Daily:**

Water, soils and nutrient solutions are tested, monitored, and logged, on a daily basis for pH, fertilizer concentrations, salts, dissolved Oxygen and other gases.

**Weekly:**

Inspections Tests for fungal agents, mold, bacteria, and insects/eggs, on plants and beds.

**Monthly:**

Cultivation Floors walls and vents inspected and tested for fungal agents, mold, bacteria, and insects/eggs, on plants and beds.

**Every MJ cultivation batch:**

Each batch is has been tested for x-y-z and also tested for various THC's and CBD's as well. Randomly tested batches for these factors insures that the over all quality is maintained to its highest degree. Moreover, consistent timely testing prevents problems or errors from multiplying ultimately deteriorating the product quality even to the point of having to be destroyed.

**MJ Harvest:**

Cutting and curing processes can also cause issues, it is imperative that tests for fungal agents, mold, bacteria, and insects/eggs, continues even here until the product is processed/ packaged/ or put into long term storage to prevent spoilage or damage of materials.



**Alaska Marijuana Control Board**  
**Operating Plan Supplemental**  
**Form MJ-04: Marijuana Cultivation Facility**

Alcohol and Marijuana Control Office  
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[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)  
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Phone: 907.269.0350

**Section 6 – Security**

Review the requirements under 3 AAC 306.430 and 3 AAC 306.470 – 3 AAC 306.475, and identify how the proposed premises will meet the listed requirements.

Applicants should be able to answer "Agree" to the two items below.

**The marijuana cultivation facility applicant has:**

Agree Disagree

Read and understands and agrees to the packaging of marijuana requirements under 3 AAC 306.470

☒ ☐

Read and understands and agrees to the labeling of marijuana requirements under 3 AAC 306.475

☒ ☐

**Restricted Access Area (3 AAC 306.430):**

Yes No

Will the marijuana cultivation facility include outdoor production?

☐ ☒

If "Yes", describe the outdoor structure(s) or the expanse of open or clear ground fully enclosed by a physical barrier:





Alaska Marijuana Control Board  
Operating Plan Supplemental  
Form MJ-04: Marijuana Cultivation Facility

Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
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[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Describe the method(s) used to ensure that any marijuana at the marijuana cultivation facility cannot be observed by the public from outside the facility:

We ensure that any marijuana at the marijuana cultivation facility cannot be observed by the public from outside the facility.

Cultivation areas have no windows.

Cultivation is located in the interior back of the building with no windows. Access to cultivation areas is 3 doors deep with security and locks on each door with video surveillance stored 60 days.

Restricted Access:

Moreover, we have fencing and gates to keep random public approach, all exterior and interior entrances are locked secured 24hr/ day. We also actively use live on-site monitoring via video surveillance and door sensors as well as motion detectors.

I certify that as a marijuana cultivation facility, I will submit monthly reports to the Department of Revenue and pay the excise tax required under AS 43.61.010 and 43.61.020 on all marijuana sold or provided as a sample to a marijuana establishment, as required under 3 AAC 306.480.

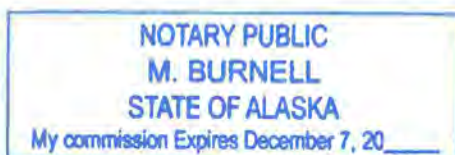
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Signature of licensee

Shawn Coyle

Printed name

Subscribed and sworn to before me this 1<sup>ST</sup> day of JUNE, 20 16.



Notary Public in and for the State of Alaska.

My commission expires: 12/7/17





**Alaska Marijuana Control Board**  
**Operating Plan Supplemental**  
**Form MJ-04: Marijuana Cultivation Facility**

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Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501

[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

**(Additional Space as Needed):**



## Alaska Marijuana Control Board

**Form MJ-07: Public Notice Posting Affidavit****What is this form?**

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by posting a copy of the application (produced by the board's application website) for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be submitted to AMCO's main office before any license application will be considered complete.

**Section 1 – Establishment Information**

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	SP&C Enterprises LLC	License Number:	10112		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Great Alaskan Bud Company				
Premises Address:	1905 Livengood Ave.				
City:	Fairbanks	State:	ALASKA	ZIP:	99701

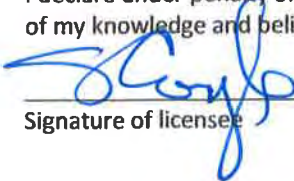
**Section 2 – Certification**

I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

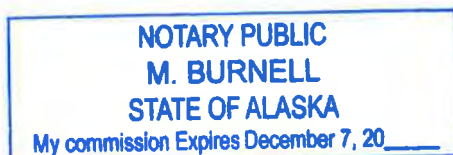
Start Date: 05-13-2016 End Date: 05-23-2016

Other conspicuous location: Ivory Jacks 2581 Goldstream Rd, Fairbanks, AK 99709

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Signature of licensee 

Subscribed and sworn to before me this 15<sup>th</sup> day of JUNE, 2017.



  
Notary Public in and for the State of Alaska.

My commission expires: 12/7/17



Alaska Marijuana Control Board

## Form MJ-08: Local Government Notice Affidavit

Alcohol and Marijuana Control Office

550 W 7<sup>th</sup> Avenue, Suite 1600

Anchorage, AK 99501

[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

### What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application (produced by the board's application website) to the local government and any community council in the area of the proposed licensed premises.

This form must be submitted to AMCO's main office before any license application will be considered complete.

### Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	SP&C Enterprises LLC	License Number:	10112		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GREAT ALASKAN BUD COMPANY				
Premises Address:	1905 Livengood Ave.				
City:	Fairbanks	State:	ALASKA	ZIP:	99701

### Section 2 – Certification

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government and community council (if applicable):

Local Government: CITY OF FAIRBANKS

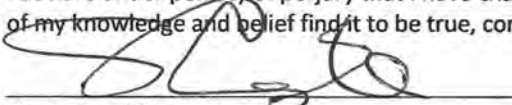
Date Submitted: 6/24/16

Community Council: N/A

Date Submitted: N/A

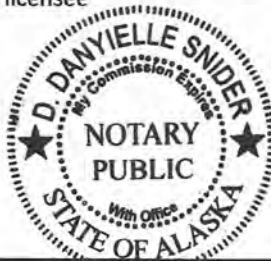
(Municipality of Anchorage and Matanuska-Susitna Borough only)

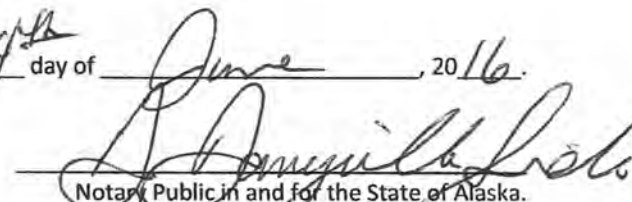
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.



Signature of licensee

Subscribed and sworn to before me this 24<sup>th</sup> day of June, 2016.



  
Notary Public in and for the State of Alaska.

My commission expires: w/office





# Public Notice

## Application for Marijuana Establishment License

License Number: 10112

License Status: Initiated

License Type: Standard Marijuana Cultivation Facility

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

Owner #1

*Note: No affiliates entered for this license.*

Owner Type: Entity

Alaska Entity Number: 10030501

Alaska Entity Name: SP&C Enterprises LLC

Phone Number: 9076879162

Email Address: Shawn@greatalaskanbudcompany.com

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

RECEIVED

JUN 24 2016

CITY OF FAIRBANKS

Interested persons should submit written comment or objection to their local government, the applicant and to the Alcohol & Marijuana Control Office at 550 W 7th Ave, Suite 1600, Anchorage, AK 99501 not later than 30 days after this notice of application.

POSTING DATE

~~June 24, 2016~~  
June 24, 2016

~~Community Planning Dept.~~

~~MAJOR~~

~~RECEIVED~~



## Alaska Marijuana Control Board

**Form MJ-09: Statement of Financial Interest****What is this form?**

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) and affiliate (as defined in 3 AAC 306.990(a)(1)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). 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 proposed licensee or affiliate before any license application will be considered complete.**

**Section 1 – Establishment Information**

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	SP&C Enterprises LLC	License Number:	10112
License Type:	Standard Marijuana Cultivation Facility		
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 or affiliate.

Name:	Shawn Coyle
Title:	Owner
SSN:	



Alaska Marijuana Control Board

## Form MJ-09: Statement of Financial Interest

### Section 3 – Certifications

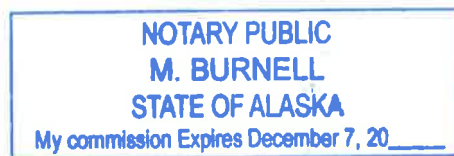
I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

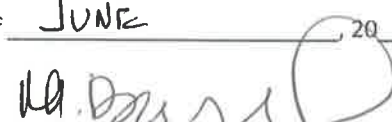
I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

  
\_\_\_\_\_  
Signature of licensee/affiliate

Subscribed and sworn to before me this 1<sup>ST</sup> day of JUNE, 2014



  
\_\_\_\_\_  
Notary Public in and for the State of Alaska.  
My commission expires: 12/7/17



**ALASKA**  
RAILROAD

Real Estate Department  
Telephone: (907)265-2617  
Fax Number: (907)265-2450  
Email: [DonovanA@akrr.com](mailto:DonovanA@akrr.com)

May 24, 2016

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

Re: Alaska Railroad Corporation (ARRC) Contract No. 3463

Dear Mr. Favero;

Enclosed is one fully executed original of the above referenced Supplement 2. Please review and keep these documents for your records.

If you have any questions please feel free to contact me at 907.265.2617.

Sincerely,



Andrew Donovan  
Director, Real Estate

Enclosures

## 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.

[Signature]  
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

# 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

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

KEYS & REMOTES:	QUANTITY	RECEIVED	RETURNED
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



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

1-10-2016

(Sublessor Signature)

Tom Faversham

(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 7062511

ALASKA  
RAILROAD

*Real Estate Department*  
*Telephone: (907)265-2617*  
*Fax Number: (907)265-2450*  
*Email: [donovana@akrr.com](mailto:donovana@akrr.com)*

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,

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

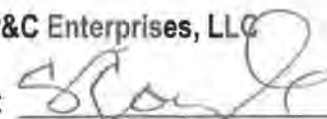
**Agreement to be Bound:**

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:



Its:

Shawn Coyte (owner)





Fairbanks North Star Borough  
809 Pioneer Road  
Fairbanks, Alaska 99701-2813

Date: 06/17/2016

PS & C PRODUCTS INC  
ALASKA RAILROAD CORPORATION  
1905 LIVENGOD AVE  
FAIRBANKS AK 99701 2702

RE: Physical Addresses (Property Acct# 0044202)

Dear Owners:

The Fairbanks North Star Borough Code (17.10.100) requires all areas of the FNSB to use the borough-wide FNSB street addressing system. The Fairbanks North Star Borough has assigned the following physical address(es) to the existing structure on

LOT 5 BLOCK A ALASKA RAILROAD CHENA  
as located on the attached site plan.

The assigned address(es) for your property is:  
1905 LIVENGOD AVE

For rapid and accurate dispatch of E-911 emergency aid (fire, police, ambulance), it is imperative that you post your numbers so they are clearly visible from the road.

Check with your phone and other telecommunication providers to insure the proper address appears in the E911 database.

Please post your numbers clearly on the structure, and at the driveway entrance if the building is not visible from LIVENGOD AVE

Reflective house number signs may be available free of charge from:

Fairbanks Fire Department (907) 450-6615

This letter should provide the necessary legalities for informing all applicable utility, title, mortgage, and insurance companies of the addresses assigned. If you have any questions, please contact me at Fairbanks North Star Borough, Department of Community Planning 459-1264.

Sincerely,

Bill Witte, GIS Tech – Street Addressing/E911  
Ph: 907-459-1264 Email: bwitte@fnsb.us  
Department of Community Planning



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/08/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE INSURED, THE INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in law of such endorsement(s).

PRODUCER	LINDA BRANDON STATE FARM 418 N MAIN ST WASILLA, AK 99654	CONTACT NAME: KAITLYN MCGILVRAY PHONE (A/C, H/O): 9073762478 E-MAIL: LINDA@LINDABRANDON.COM FAX (A/C, H/O): 9073313970
INSURED	SP&C ENTERPRISES LLC 1905 LIVENGOD AVE FAIRBANKS, AK 99701	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: State Farm Fire and Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

WBR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	92-BG-Q490-2	03/24/2016	03/24/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		978 4106-C13-02 -001 978 4106-C13-02 -001	03/13/2016 03/13/2016	09/13/2016 09/13/2016	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 250,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 50,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

ALASKA RAILROAD  
411 W FIRST AVE  
ANCHORAGE, AK 99501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  LINDA BRANDON STATE FARM 418 N MAIN ST WASILLA, AK 99654		<b>CONTACT NAME:</b> KAITLYN MCGILVRAY <b>PHONE (A/C No. Ext):</b> 9073762478 <b>E-MAIL ADDRESS:</b> LINDA@LINDABRANDON.COM <b>FAX (A/C No.):</b> 9073313970	
<b>INSURED</b> SP&C ENTERPRISES LLC 1905 LIVENGOD AVE FAIRBANKS, AK 99701		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Farm Fire and Casualty Company <b>INSURER B:</b> State Farm Fire and Casualty Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 25143 25143	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	92-BG-Q490-2	03/24/2016	03/24/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		078 4106-C13-02 -001 078 4106-C13-02 -001	03/13/2016 03/13/2016	09/13/2016 09/13/2016	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 250,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 50,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required)

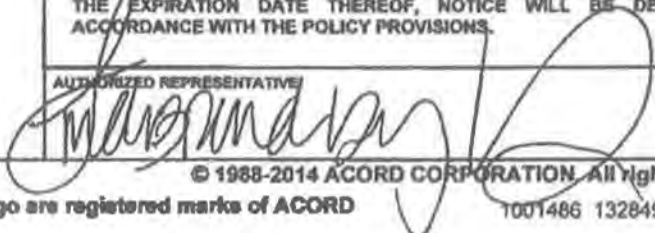
## CERTIFICATE HOLDER

## CANCELLATION

TOM FAVERO PS&C  
1905 LIVENGOD AVE  
FAIRBANKS, AK 99701-2702


SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE




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

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NAME(S)

Type	Name
Legal Name	SP&C Enterprises LLC

ENTITY DETAILS

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: 1/2/2017

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	Percent Owned
	Shawn Coyle	Member	100

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>	

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https://www.commerce.alaska.gov/cbp/Main/CorporationDetail.aspx?id=10030501[6/21/2016 10:22:10 AM]



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)

FOR DIVISION USE ONLY

**Limited Liability Company**  
Initial Biennial Report

Web-6/12/2016 4:40:35 PM

**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 LIVENGOD AVE.  
FAIRBANKS, AK 99701  
**Mailing Address:** 1905 LIVENGOD AVE.  
FAIRBANKS, AK 99701

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

**Entity Mailing Address:** 1905 LIVENGOD 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):**

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

**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 Agreement of  
SP&C Enterprises ,  
a Limited Liability Company**

**I. Formation.**

- A. State of Formation . This is a Limited Liability Company Operating Agreement (the "Agreement") for SP&C Enterprises, a Manager-managed Alaska limited liability company (the "Company") formed under and pursuant to Alaska law.
- B. Operating Agreement Controls . To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Alaska law absent such a provision, this Agreement, to the extent permitted under Alaska law, shall control.
- C. Primary Business Address . The location of the primary place of business of the Company is:
- 1905 Livengood Ave, Fairbanks, Alaska 99701, or such other location as shall be selected from time to time by the Members.
- D. Registered Agent and Office . The Company's initial agent (the "Agent") for service of process is Shawn Coyle. The Agent's registered office is 1905 Livengood Ave., Fairbanks, Alaska 99701. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Alaska Secretary of State.
- E. No State Law Partnership . No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

**II. Purposes and Powers.**

- A. Purpose . The Company is created for the following business purpose: SP&C Will provide Building and Space for it's DBA's
- B. Powers . The Company shall have all of the powers of a limited liability company set forth under Alaska law.
- C. Duration . The Company's term shall commence upon the filing of Articles of Organization and all other such necessary materials with the state of Alaska. The

Company will operate until terminated as outlined in this Agreement unless:

1. The Members vote unanimously to dissolve the Company;
2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Alaska law;
3. It becomes unlawful for either the Members or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or Alaska law.

### **III. Members.**

- A. Members . The Members of the Company (jointly the "Members") and their Membership Interest in the same at the time of adoption of this Agreement are as follows:

Shawn Coyle, 100%

- B. Initial Contribution . Each Member shall make an Initial Contribution to the Company. The Initial Contributions of each shall be as described in Attachment A, Initial Contributions of the Members .

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution.

- C. Limited Liability of the Members . Except as otherwise provided for in this Agreement or otherwise required by Alaska law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement.

- D. Withdrawal or Death of a Member . Should a Member die or withdraw from the Company by choice, the remaining Members will have the option to buy out that Member's

Membership Interest in the Company. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for proportionately by the remaining Members, according to their existing Membership Interest and distributed proportionately among the remaining Members. The Members agree to hire an outside firm to assess the value of the Membership Interest.

The Members will have 60 days to decide if they want to buy the Membership Interest together and disperse it proportionately. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split proportionately among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 60 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III(E) below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is dissolved or terminated.

E. Creation or Substitution of New Members . Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III(D) above.

1. *Entire transfer* . If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.
2. *Partial transfer* . If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.
3. Whether a substitute Member or an additional Member, absent the written consent



of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

F. Member Voting .

1. *Voting power* . The Company's Members shall each have voting power equal to their share of Membership Interest in the Company.
2. *Proxies* . At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the other Members of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

G. Members' Duty to File Notices . The Members shall be responsible for preparation, maintenance, filing and dissemination of all necessary returns, notices, statements, reports, minutes or other information to the Internal Revenue Service, the state of Alaska, and any other appropriate state or federal authorities or agencies. Notices shall be filed in accordance with Article XII below. The Members may delegate this responsibility to a Manager at the Members' sole discretion.

H. Fiduciary Duties of the Members . The Members shall have no fiduciary duties whatsoever, whether to each other or to the Company, unless that Member is a Manager of the Company, in which instance they shall owe only the fiduciary duties of a Manager. No Member shall bear any liability to the Company or to other present or former Members by reason of being or having been a Member.

I. Waiver of Partition: Nature of Interest . Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

**IV. Accounting and Distributions.**

A. Fiscal Year . The Company's fiscal year shall end on the last day of December.

B. Records . All financial records including tax returns and financial statements will be held

at the Company's primary business address and will be accessible to all Members.

- C. Distributions . Distributions shall be issued on a monthly basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

**V. Tax Treatment Election.**

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Members may elect for the Company to be treated as a C-Corporation at any time.

**VI. Board of Managers.**

- A. Creation of a Board of Managers . The Members shall create a board of Managers (the "Board") consisting of Managers appointed at the sole discretion of the Members and headed by the Chairman of the Board. The Members may serve as Managers and may appoint a Member to serve as the Chairman. The Members may determine at any time in their sole and absolute discretion the number of Managers to constitute the Board, subject in all cases to any requirements imposed by Alaska law. The authorized number of Managers may be increased or decreased by the Members at any time in their sole and absolute discretion, subject to Alaska law. Each Manager elected, designated or appointed shall hold office until a successor Manager is elected and qualified or until such Manager's earlier death, resignation or removal.
- B. Powers and Operation of the Board of Managers . The Board shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the Company's purposes described herein, including all powers, statutory or otherwise.
1. *Meetings* . The Board may hold meetings, both regular and special, within or outside the state of Alaska. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board may be called by the Chairman on not less than one day's notice to each Manager by telephone, electronic mail, facsimile, mail or any other means of communication.
    - i. At all meetings of the Board, a majority of the Managers shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Managers present at any meeting at which there is a quorum shall be the act of the Board. If a

quorum shall not be present at any meeting of the Board, the Managers present at such meeting may adjourn the meeting until a quorum shall be present. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all Managers consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board.

- ii. Managers may participate in meetings of the Board by means of telephone conference or similar communications equipment that allows all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all the participants are participating by telephone conference or similar communications equipment, the meeting shall be deemed to be held at the primary business address of the Company.

- C. Compensation of Managers . The Board shall have the authority to fix the compensation of Managers. The Managers may be paid their expenses, if any, of attendance at meetings of the Board, which may be a fixed sum for attendance at each meeting of the Board or a stated salary as Manager. No such payment shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefor.
- D. Removal of Managers . Unless otherwise restricted by law, any Manager or the entire Board may be removed, with or without cause, by the Members, and any vacancy caused by any such removal may be filled by action of the Members.
- E. Managers as Agents . To the extent of their powers set forth in this Agreement, the Managers are agents of the Company for the purpose of the Company's business, and the actions of the Managers taken in accordance with such powers set forth in this Agreement shall bind the Company. Except as provided in this Agreement, no Manager may bind the Company.
- F. No Power to Dissolve the Company . Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board shall be authorized or empowered, nor shall they permit the Company, without the affirmative vote of the Members, to institute proceedings to have the Company be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company or file a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee (or other similar official) of the Company or a substantial part of its



property, or make any assignment for the benefit of creditors of the Company, or admit in writing the Company's inability to pay its debts generally as they become due, or, to the fullest extent permitted by law, take action in furtherance of any such action.

G. Duties of the Board . The Board and the Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Board also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;
2. At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;
3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain and segregate all Company assets;
5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;
7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;
9. Allocate fairly and reasonably any overhead for shared office space;
10. Not pledge its assets for the benefit of any other person or make any loans or

advances to any person;

11. Correct any known misunderstanding regarding its separate identity;
12. Maintain adequate capital in light of its contemplated business purposes;
13. Cause its Board to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Alaska limited liability company formalities;
14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
15. Not require any obligations or securities of the Members; and
16. Observe all other limited liability formalities.

Failure of the Board to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

H. Prohibited Actions of the Board . Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board on behalf of the Company, shall, without the unanimous approval of the Board, do any of the following:

1. Guarantee any obligation of any person;
2. Engage, directly or indirectly, in any business or activity other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II(A) above; or
3. Incur, create or assume any indebtedness other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II(A) above.

## **VII. Fiduciary Duties of the Board.**

A. Loyalty and Care . Except to the extent otherwise provided herein, each Manager shall have a fiduciary duty of loyalty and care similar to that of managers of business corporations organized under the laws of Alaska.

- B. Competition with the Company . The Managers shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Board of Managers excluding the interested Manager, consents thereto. The Managers shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Board of Managers excluding the interested Manager, consents thereto.
- C. Duties Only to the Company . The Manager's fiduciary duties of loyalty and care are to the Company and not to the other Managers. The Managers shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Managers. A Manager who so performs their duties shall not have any liability by reason of being or having been a Manager.
- D. Reliance on Reports . In discharging the Manager's duties, a Manager is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
1. One or more Members, Managers, or employees of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented.
  2. Legal counsel, public accountants, or other persons as to matters the Manager reasonably believes are within the persons' professional or expert competence.
  3. A committee of Members or Managers of which the affected Manager is not a participant, if the Manager reasonably believes the committee merits confidence.

## **VIII. Dissolution.**

- A. Limits on Dissolution . The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II(C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.



- B. Winding Up . Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.
- C. Distributions in Kind . Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.
- D. Termination . The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of Alaska shall have been canceled in the manner required by Alaska law.
- E. Accounting . Within a reasonable time after complete liquidation, the Company shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.
- F. Limitations on Payments Made in Dissolution . Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.
- G. Notice to Alaska Authorities . Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Alaska and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more

Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

## **IX. Exculpation and Indemnification.**

- A. No Member, Manager, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.
- B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.
- C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.
- D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The

provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

- E. The foregoing provisions of this Article IX shall survive any termination of this Agreement.

**X. Insurance.**

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article IX or under applicable law.

**XI. Settling Disputes.**

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Alaska.

**XII. General Provisions.**

- A. Notices . All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.
- B. Number of Days . In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.
- C. Execution of Counterparts . This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.
- D. Severability . The provisions of this Agreement are independent of and separable from



each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

- E. Headings . The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.
- F. Controlling Law . This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Alaska (without regard to conflicts of law principles thereof).
- G. Application of Alaska Law . Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Alaska law.
- H. Amendment . This Agreement may be amended only by written consent of all the Members. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Alaska law.
- I. Entire Agreement . This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

This LLC Operating Agreement is executed and agreed to by:

*Scoble*

Scoble  
shawn.coyle@digitalalaska.us  
July 28, 2015 at 07:57 pm  
Recorded at IP 166.176.186.49

Scan this code with your  
smartphone to manage  
your LLC Operating  
Agreement online.



**ATTACHMENT A**  
**Initial Contributions of the Members**

The Initial Contributions of the Members of SP&C Enterprises are as follows:

Shawn Coyle

Contribution:

Cash: \$100,000.00

Real Property: 1905 Livengood Ave Fairbanks, AK. 99701 valued at \$350,000.00

Intellectual Property: Proprietary Secrets

Other Property: Shop Trucks & Tools/Equipment valued at \$55,000.00

**Alaska Department of Commerce, Community, and Economic Development**

Division of Corporations, Business and Professional Licensing

P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

**GREAT ALASKAN BUD COMPANY**

1905 LIVENGOD AVE FAIRBANKS AK 99701

owned by

SP&C ENTERPRISES LLC

is licensed by the department to conduct business for the period

February 06, 2016 through December 31, 2016

for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting

31 - Manufacturing



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.  
It is not transferable or assignable.

Chris Hladick



AFFP

35182 SP&C Enterprises LLC i

## **Affidavit of Publication**

UNITED STATES OF AMERICA  
STATE OF ALASKA  
FOURTH DISTRICT

} SS.

Before me, the undersigned, a notary public, this day personally appeared Alicia Huckins, who, being first duly sworn, according to law, says that he/she is an Advertising Clerk of the Fairbanks Daily News-Miner, a newspaper (i) published in newspaper format, (ii) distributed daily more than 50 weeks per year, (iii) with a total circulation of more than 500 and more than 10% of the population of the Fourth Judicial District, (iv) holding a second class mailing permit from the United States Postal Service, (v) not published primarily to distribute advertising, and (vi) not intended for a particular professional or occupational group. The advertisement which is attached is a true copy of the advertisement published in said paper on the following day(s):

35182

SP&C Enterprises LLC  
is applying for a new  
Standard Marijuana Cultivation Facility License 3  
AAC 306.400(1),  
doing business as  
GREAT ALASKA BUD COMPANY  
located at  
1905 Livengood Ave., Fairbanks, AK 99701,  
UNITED STATES.

Interested persons should submit written comment  
or  
objection to their  
local government, the applicant, and to the Alcohol  
& Marijuana Control Office at 550 W 7th Ave, Suite  
1600, Anchorage, AK 99501.

Publish: May 15, 22, 29, 2016

May 15, 2016, May 22, 2016, May 29, 2016

and that the rate charged thereon is not excess of the rate  
charged private individuals, with the usual discounts.

*Alicia Huckins*

Advertising Clerk

Subscribed to and sworn to me this 29th day of May 2016.

*M. Burnell*

Marena Burnell, Notary Public in and for the State Alaska.

My commission expires: December 07, 2017

00008551 00035182

SHAWN COYLE  
GREAT ALASKAN BUD COMPANY  
1905 LIVENGODD AVE  
FAIRBANKS, AK 99701

NOTARY PUBLIC  
M. BURNELL  
STATE OF ALASKA  
My commission Expires December 7, 20\_\_\_\_

AFFP

35182 SP&C Enterprises LLC i

## Affidavit of Publication

UNITED STATES OF AMERICA  
STATE OF ALASKA  
FOURTH DISTRICT

} SS.

Before me, the undersigned, a notary public, this day personally appeared Alicia Huckins, who, being first duly sworn, according to law, says that he/she is an Advertising Clerk of the Fairbanks Daily News-Miner, a newspaper (i) published in newspaper format, (ii) distributed daily more than 50 weeks per year, (iii) with a total circulation of more than 500 and more than 10% of the population of the Fourth Judicial District, (iv) holding a second class mailing permit from the United States Postal Service, (v) not published primarily to distribute advertising, and (vi) not intended for a particular professional or occupational group. The advertisement which is attached is a true copy of the advertisement published in said paper on the following day(s):

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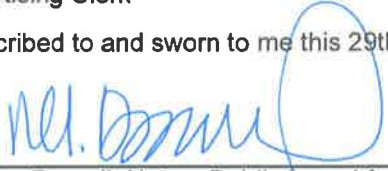
Publish: May 15, 22, 29, 2016

May 15, 2016, May 22, 2016, May 29, 2016

and that the rate charged thereon is not excess of the rate  
charged private individuals, with the usual discounts.

  
\_\_\_\_\_  
Advertising Clerk

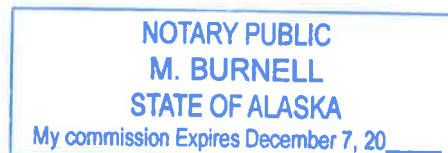
Subscribed to and sworn to me this 29th day of May 2016.

  
\_\_\_\_\_  
Marena Burnell, Notary Public in and for the State of Alaska.

My commission expires: December 07, 2017

00008551 00035182

SHAWN COYLE  
GREAT ALASKAN BUD COMPANY  
1905 LIVENGODD AVE  
FAIRBANKS, AK 99701



**The Great Alaskan Bud Company**

**“GABCO”**

**Business Plan**

# **Executive Summary**

## **Introduction**

The Great Alaskan Bud Company, GABCO, located in the Alaska Railroad West Business Park area, on Livengood Ave near Peger Road, Fairbanks Alaska. It lies on the west side of the industrial complex. Great Alaskan Bud Company's objectives are, to cultivate, produce, package, and sell, a variety of Cannabis Strains, both wholesale and retail all within the same facility using a full time management, and develop a working calendar to establish and maintain specific operational goals of the facility, thus building future development stages after specific successes related to production sales and profits of the business.

## **The Company**

The Great Alaskan Bud Company, GABCO, established in 2016 by Shawn Coyle, MS degree in Science, BS degree in Horticultural Sciences and 15 yr experience in Horticulture management as well as 20 years of commercial business and administration experience. The Great Alaskan Bud Company is located in the Chena Industrial area in Fairbanks and is strategically located to attract the middle-class and upper middle-class working public, and over the years will become a well known fixture in Fairbanks. The building itself has been reassigned for Cultivation, Manufacturing and Retail activities with very few maintenance issues to complete, but it currently appears somewhat dilapidated from the street view which will be remediated such as the outside façade, signage, and Parking all of which are being addressed Sp/Su 2016.

## **The Products**

The Great Alaskan Bud Company will offer a wide variety of Cannabis products, from domestic and exotic Cannabis varieties to products derived using components such as Sugar (Trichomes), Hashish, tinctures, hash's, waxes, Honey's, utilizing water and/or ethanol distillation (without venting ethanol into environment). In addition, the Dispensary will offer a limited menu of edibles from trimming products and sugars derived from the trimming process, as well as future specialty items derived from newly emerging techniques using heat and Pressure to consolidate these decarboxylated products into consumable items.

## **The Market**

Our market goal is to produce quality Cannabis products with no adulteration or additives to our products, and sell these high quality products out of our retail front as an all in one shop in order to maintain highest quality control of our products from seed/stem to sale. We will also manufacture our own Hashish, tinctures, and Hash products. The Great Alaskan Bud Company exists in a highly competitive industry whose environment creates low profit margins due to the high amounts of pressure placed upon participants from customers, suppliers, other rivals, potential entrants, and substitute products. Substitute product is the biggest threat to legal Marijuana is substitute product or the introduction of black market MJ, even in retail outlets. We embrace all Alaska MJ statutes and regulations as these are the legal means of MJ.



entrepreneurship and must be embraced and followed in order to prevent illegal activities and markets which will damage our new industry more than any other factor.

## **Financial Considerations**

**The business will be an evolving operation, with initial successes driving, stage-wise development in order to not over estimate the market, our facility, or our products.**

Our mission is to develop a new environment conducive to new customers wishing to purchase a variety of Cannabis products and accessories. Assets include \$495,000.00 industrial building complete with administrative office, an In-house Grow facility of up to 5000 Square feet of potential growing space, a testing and manufacturing Kitchen, and a complete Retail Outlet with consumption. As we evolve, our grow rooms and testing/ manufacturing kitchen will be put into production to meet demands, especially for working with products derived from Water and/or Ethanol based extracts, glycerol and its constituent forms including propylene glycol, butter, Hashish, etc. as well as Hashes, Waxes, and Honey.

A \$65,000 start up fund has been created for a staged deployment based on time line developed by the State of Alaska. We will begin our application to the state of Alaska by Feb. 26 2016. We will begin production of Cannabis plants by June 9 2016 (AK State starting Dates are Tentative). We will begin the sale of Cannabis products , as well as begin manufacturing products by Sept. 6 2016 (again AK State starting Dates are Tentative). The startup fund will be directed toward equipment, electricity and materials. This will keep initial growth steady and manageable, and will allow the management to maintain control of initial operations. With the new Alaskan Cannabis market opening up, and the forecasted increase in clientele, the Great Alaskan Bud Company looks to build out in phases based on successes, and thus will remain profitable and keep a positive cash flow.

## **1.1 Objectives**

In order to be successful, the following Services have been implemented:

- Implement a Fire Emergency Police Alarm system and implement Cameras and door sensors at all entrances and critical places inside the facility
- Apply for Marijuana Cultivating License, Retail License and manufacturing License by March 6, 2016; begin detailed application process including business plan, drawings, fingerprint, cards, etc.
- Acquire a cultivating license by June/July 2016
- Maintain a fulltime grow facility with Cultivation/Manufacturing and Sales management.
- Offer a great variety of Marijuana, and secondary Cannabis products.
- develop a calendar in order to draw out specific phases to the business development
- Begin Sales and Mfg. by September 2016
- Open second growing operation after retail sales are initiated by investing company profits

Great Alaskan Bud Company's objective is to create a business conducive to increasing revenue in the Fairbanks North Star area.

## **1.2 Mission**

Great Alaskan Bud Company's clientele will be the middle class, blue and white collar workers, from the FNSB area, and Alaskan tourists wanting to enjoy legal Alaskan Marijuana.

## **1.3 Keys to Success**

To succeed Great Alaskan Bud Company must:

- Implement a successful campaign to inform the public of our product and location safely away from sensitive areas, and inform the potential clientele and the public of our new retail outlet.
- Begin Cultivation of Marijuana Varietals by Summer 2016
- Equip a kitchen with equipment to offer manufactured edibles and products.
- Build the staff of a reputable management team.
- Build brand image and brand equity through word of mouth marketing.

## **Company Ownership**

The Great Alaskan Bud Company was established in 2016 by Shawn Coyle, the company is licensed in Alaska.

### **2.1 Company Locations and Facilities**

The Great Alaskan Bud Company is located at the corner of Olnes Road and Livengood Ave. one block from Phillips field Road. This is one of the most outstanding places for an all in one Cannabis operation in Fairbanks as it is strategically located to attract the middle-class and upper middle-class working public, without impeding on any buffer areas or sensitive community centers.

The building itself is twenty two years old and required some maintenance with attention to floors, walls, as well as security, electrical, ventilation, and exterior lighting.

## **Products**

The Great Alaskan Bud Company may hold trademarks and licenses for, "Types and Hybrids" of Marijuana containing Sativa and Indica blends, in order to offer a wide variety of cannabis, including "Hashish" and "extract varietals". The Great Alaskan Bud Company has kitchen facilities that can offer a 1.0 oz. limited menu of such things as "sugars", Hashish, extracts, tinctures, waxes, and edibles, etc.

### **3.1 Sales Literature**

The Great Alaskan Bud Company does not print or distribute sales literature itself, it is intended to take advantage of articles in local publication's and Leading Industry magazines' as well as marijuana travel/entertainment magazines. With the change in focus on Cannabis/ Marijuana the Great Alaskan Bud Company plans to insure that the press is made aware of these changes in Alaska and hopes that this will create additional articles and literature.

### **3.2 Sourcing**

Great Alaskan Bud Company's markup prices from that of wholesale generally will run between 15-20% depending on the type of product being purchased. Based on these facts things such as Lights, environmental management systems, and other growing system accessories and media will be implemented by phasing in these items over the course of our initial grow, we call this our "test grow" in order to prevent mass failure by not properly accounting for conditions as they evolve. Upon a successful grow and initial sales we plan for a strategized expansion as prescribed earlier in this plan, and at a point we will invest profits to create a second facility and/or open up a second retail outlet.

### **3.3 Technology**

GABCO as a whole is a relatively High-technology establishment. The establishment will use a computer to track inventory, and other crucial aspects of the production and manufacturing. In addition there is an electronic Point-Of-Sales cash register used to ring up sales and track inventory usage to prevent loss/ theft and reporting to the state. There are surveillance cameras, door and window sensors (including glass break), fire and carbon monoxide detectors, and TV's connected to cable and Internet services for monitoring and recording all areas of the facility from grow/mfg rooms, storage areas, to retail sales shop and counters. A cash system for customers will be added for cash purchases of Cannabis products, as well as a potential supervised dispensing machine(s) that can dispense small amounts (1g) of Cannabis products for in house purchase and or consumption within an area connected to the retail store". Patron identification cards, ID's, will be checked, potentially held, and/or returned as customers as they enter and leave the retail store respectively, in order to maintain a safe and secure environment for our patrons and employees. A web page will be developed and acceptable social media may be used to promote our business model.

### **3.4 Competitive Comparison**

Great Alaskan Bud Company's primary competitive advantages are its existing location, and a large selection of products. GABCO wishes to create a safe legal secure facility patrons can feel comfortable shopping and consuming MJ products safely. We wish to function as a facility that has the customers experience at heart and their safety is of our utmost concern. Moreover, we believe these sort of monitored facilities embrace the states mission to create safe legal sales and consumption.

### **3.5 Future Products**

We aim to focus on selective isolation of various types of Indica and Sativa “varietales” each with various characteristic THC's a/b, CBD's a/b, and approximately 480 various types of Cannabinoids, each and all with various characteristics enjoyed by the *Cannabis Connoisseur*.

The primary classes of cannabinoids are separated into subclasses. These are as follows:

Cannabigerols (CBG);

Cannabichromenes (CBC);

Cannabidiols (CBD);

Tetrahydrocannabinols (THC);

Cannabinol (CBN) and cannabinodiol (CBDL);

Other cannabinoids (such as cannabicyclol (CBL), cannabielsoin (CBE), cannabitol (CBT) and other miscellaneous types).

## Market Analysis Summary

The Great Alaskan Bud Company's has seen an increasing trend in legal Marijuana sales. While some of this is due to the initiative of states, much of this is due to the rise of other retail outlets in other states. Many customers are taking advantage of the proliferation of Cannabis varieties in the U.S. by seeking legal establishments that have unique styles and offerings. In this day and age innovation and experimentation is the name of the game.

### 4.1 Market Segmentation

The market segmentation is divided into the leading target markets. The division reflects the differences in marketing strategy that will be used to target each different market.

- **Middle class, blue and white collar workers from the FNSB area.** These are people seeking to purchase a Cannabis product or sometimes want to show out-of-towners some of the local highlights. In addition, the bar can expect to see these types of customers dropping in for some Cannabis products after work to unwind, or to enjoy while in the greater Alaskan outdoors, growth of this segment is based on the estimated population growth of Fairbanks itself.
- **Tourists and vacationers.** These are the folks that drop by and are legal to purchase Cannabis and even stay to safely consume or try their purchased items.
- **The Connoisseur.** These customers are a relatively new type to the American scene. Although there have been connoisseur all over since it was invented, until recently government regulation was such that the industry was illegal. Since legalization in Alaska the industry will rapidly fragment, allowing growers to compete against the other established companies on a local and even state level. All this has inspired a new connoisseur in budding that will revolutionized the industry. With so many new types and



brands of buds available, the customer that wants to try new types is being wooed by all industry participants.

## **4.2 Target Market Segment Strategy**

The Great Alaskan Bud Company exists in a highly competitive industry whose environment creates low margins due to the high amounts of pressure placed upon participants from customers, suppliers, other rivals, potential entrants, and substitute products. This will create a fragmented industry in which no one participant has significant market share. Customers have a great deal of power and influence in this industry. It is assumed that customers regularly go to more than one establishment to purchase/ consume/ socialize. In addition, the overall quality of the customer's life is unaffected if they choose to forgo pursuing it. Finally, even with the rise of custom “microbudderies”, many customers will find that most establishments will have the products or services that they seek, making the visit itself undifferentiated, unless a single establishment can create the right retail experience that brings them back again and again.

Suppliers also have a great deal of power. Almost all suppliers will be regional companies that have a wide variety of retail customers. This means that any one customer of these distributors makes up a portion of their sales and has influence on their prices, quality and terms. Furthermore, while these distributors will sell a wide variety of products such as Buds, edibles, and other manufactured products, etc., independent retailers are solely dependent upon the distributors, for all their merchandise and pricing.

The rivalry among other cultivation facilities, or “microbudderies”, and Cannabis Retailers, etc. will be especially intense. This is because the potentially large number of them in the Fairbanks area that will be more or less equally balanced in terms of size, popularity, and resources. Since industry growth is small, there will be strong moves by all competitors to gain market share at the expense of others. The lack of a differentiated product by most retail outlets only makes this scenario worse. In this type of environment, each firm tries to cut prices, increase services and products and cut costs. This in turn creates retaliation among rivals and leads to lower profits.

There are relatively few barriers to entry in the Cannabis industry, making the threat of many new entrants to the market very real. The capital costs of starting up are low and access to distribution channels is quite easy. Where our firm seeks advantages is in gaining a favorable location, building brand equity through customer loyalty, creating a unique environment, and backward-integration by producing unique products. All this takes Skill, persistence, and awareness of customer desire and needs.

Finally, the potential existence of illegal substitutes creates a great deal of pressure on retail outlets to attract and retain customers, and any other place where purchasing and socializing goes on is a direct threat to Great Alaskan Bud Company, and all other legal entities.

### **4.2.1 Main Competitors**

There will be a wide variety of retail stores, cultivating Operations, and other direct and indirect competitors in the Fairbanks area. Some of the closest in terms of location and quality include the following:

1. **Downtown.** . Located centrally in Fairbanks, about one half mile from Great Alaskan Bud Company, its separate area has an established clientele of tourists and vacationers.
2. **College Ave.** This area is located on the North side of, opposite Great Alaskan Bud Company. It attracts a niche market of singles and students looking for good buds. During other times it attracts some of the customers that Great Alaskan Bud Company is targeting such as the blue/ white collar crowd.
3. **Airport Way.** Located on South end of Fairbanks AK, this area does not appear to be a threat to the Great Alaskan Bud Company business.
4. **South Peger Industrial area.** Located on South end of Fairbanks AK,

#### **4.2.1.1 Market Growth**

The Great Alaskan Bud Company will open at 4pm each day and closes at 8 pm, or later. The future plan is to open earlier at, 10 am on Saturdays, Cannabis buds will be the initial venue. Further down the road an edibles menu will be added, as well as Hashish and other hash products. Revenues are expected to be variable in the short-term with the majority of sales occurring on the weekends between the hours of 4 p.m.- 8pm. Seasonally, Great Alaskan Bud Company expects to be more busy during the summer months due to the summer season and heat , with more people wishing to be outside during this time.

## **Strategy and Implementation Summary**

Great Alaskan Bud Company 's strategy is to leverage its existing advantages of location, and attractive hours of 2- 8 p.m., to create established clientele, with a new reputation; and couple this with a 1 oz. limited menu to create a value added product/service experience to its existing customers and to enhance appeal to attract the new customers to Great Alaskan Bud Company. In short, the company seeks to create a value-added approach to its establishment and bring in new customers to achieve both a higher margin than previously experienced and increase overall profitability through new customers.

### **5.1 Marketing Strategy**

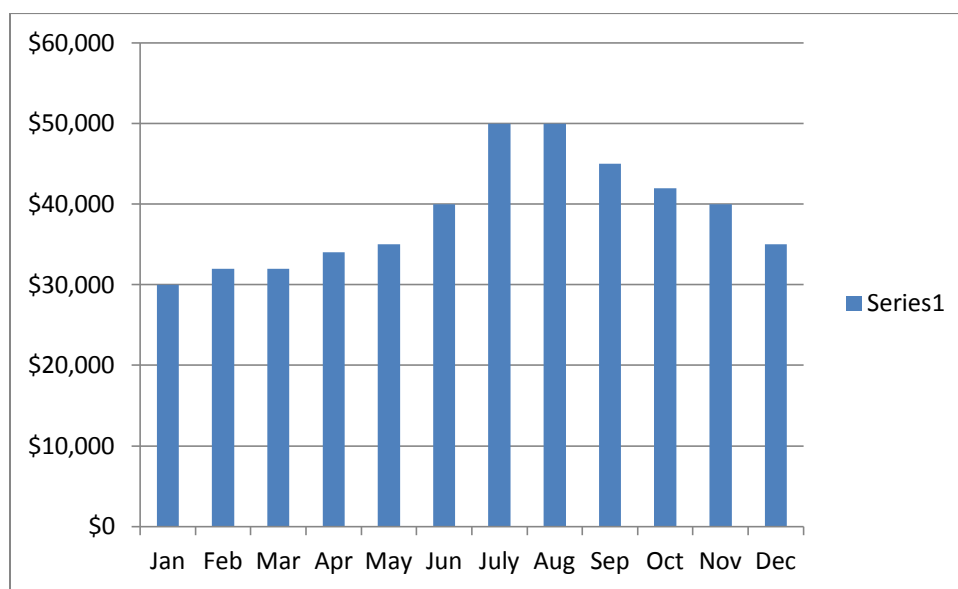
The Great Alaskan Bud Company plans to advertise its new business format through industry newspaper and magazine articles, focusing primarily on entertainment and lifestyle publications. Past experience with other companies and ventures indicates that radio is an especially useful tool to this industry and management may run ads with three of the local radio stations most listened to by young professionals aged 25-40. Ads and articles are scheduled to begin approximately one month after the Great Alaskan Bud Company begins operation.

#### **5.1.1 Pricing Strategy**

Pricing of our products must remain initially competitive with our rivals. Management does however plan to price our 1 oz. limited menu items somewhat more than our other products to reflect production costs. This is typical within the industry and can create higher margins. If Great Alaskan Bud Company is able to capture a significant number of newer customers, then management will consider a rise in overall prices to reflect our established unique position.

## 5.2 Sales Forecast

These illustrations and tables show our year 2017 net sales profit forecast for GABCO Bud products alone. \*this does not include wholesale distributing, or manufactured goods.



	2016	2017	2018
Cannabis Bud Sales	\$565,000	\$611,500	\$762,650
Direct Cost of Sales	\$255,750	\$281,325	\$309,458

## 5.3 Milestones

This table lists important program milestones, with dates and budgets for each. The milestone schedule indicates our emphasis on planning for implementation.

Milestones			
	Start Date	End Date	Budget

Create "GABCO"	11/6/2016	01/12/2016	\$1,250
Business Plan	10/15/2015	10/30/2016	\$750
Apply for Permits	03/01/2016	09/01/2016	\$20,000
Begin Grow Operations	06/08/2016	N/A	\$25,000
Start new Sales	09/04/2016	N/A	\$7,500
Introduce edible/oil etc.	09/04/2016		\$7,500
Create Event Calendar	01/01/2016	12/31/2016	
Signage Advertizing	03/15/2016	12/31/2016	\$5,000
Kitchen for Mfg.	05/01/2016		\$15,000
Totals			\$82,000

## Management Summary

### 6.1 Management Team

Currently The Great Alaskan Bud Company will have four budtenders and grow house attendants. Starting in at the beginning of this new venture, three facility managers will be hired as a full time facility maintenance crew as well as two fulltime MJ handler card laborers. Future plans for personnel changes may include adding part time "budtenders" and, and all bookkeeping and accounting services will be outsourced.

Mr. Shawn Coyle has lived in Alaska for sixteen years. Originally, he spent his educational years in the universities obtaining various Bachelor and Masters Degrees in Science including degrees in Biological Sciences, Genetics, and Horticultural Sciences. He has worked as an executive administrator for sixteen years, and has lived in Fairbanks for the last 10 years. As an owner operator

### 6.2 Personnel Plan

The following table shows the initial Personnel Plan for Great Alaskan Bud Company. Assumptions are inflated to include a full 40 hour week 52 week year. Budtenders make \$10.00/hour and Marijuana cultivar Handlers \$12.50/hour. These figures allow flexibility for personnel numbers, i.e. instead of 4 fulltime Budtenders 8 part time Budtenders may be utilized. Also, some employees can fulfill multiple positions Payroll should not exceed total payroll.

Personnel Plan			
	2016	2017	2018
Management 3	\$150,000	\$152,000	154,000
Budtender 1	\$20,800	\$20,800	\$20,800
Budtender 2		\$20,800	\$20,800
Budtender 3			\$20,800
Budtender 4			\$20,800
Bud Handler 1	\$16,250	\$15,600	\$15,600
Bud Handler 2		\$15,600	\$15,600



Bud Handler 3			\$15,600
Total People	5	6	7
Total Payroll	\$187,050	\$224,800	\$284,0000

## Financial Plan

### 7.1 Important Assumptions

Great Alaskan Bud Company's Financial Plan relies on several important assumptions - most of which are shown in the following table.

The key assumptions are:

- Sufficient access to capital.
- Steady economy without a major recession.
- No unforeseen drastic consumer changes.

### 7.2 Key Financial Indicators

- Keeping average collection days at 30 days or below is very important as this could become a major cause of cash flow problems for the first year.
- Gross margins must remain above 45%.

### 7.3 Break-even Analysis

The Break-even Analysis chart and table show that if the costs stay at the current, or relatively stable, level Great Alaskan Bud Company will be able to make an increased profit by the second year. The break-even point is approximately \$47,000 per month.

Break-even Analysis	
Monthly Revenue Break-even	
Assumptions:	

Average Percent Variable Cost	
Estimated Monthly Fixed Cost	

## 7.4 Projected Profit and Loss

The following table shows Great Alaskan Bud Company's expectations for Profit and Loss. The company will begin to make a better profit in its second year of operation.

<b>Pro Forma Profit and Loss</b>			
	2016	2017	2018
Sales			
Direct Cost of Sales			
Other			
Total Cost of Sales			
Gross Margin			
Gross Margin %			
Expenses			
Payroll			
Sales and Marketing and Other Expenses			
Depreciation			
Utilities			
Insurance			
Rent			
Other			
Payroll Taxes			
<b>Other</b>			
Total Operating Expenses			
Profit Before Interest and Taxes			
EBITDA			
Interest Expense			
Taxes Incurred			
Net Profit			
Net Profit/Sales			

## 7.5 Projected Cash Flow

The following chart and table show the Projected Cash Flow for Great Alaskan Bud Company.

<b>Pro Forma Cash Flow</b>			
	2016	2017	2018
Cash Received			
Cash from Operations			
Cash Sales			
Cash from Receivables			
Subtotal Cash from Operations			
Additional Cash Received			
Sales Tax, VAT, HST/GST Received			
New Current Borrowing			
New Other Liabilities (interest-free)			
New Long-term Liabilities			
Sales of Other Current Assets			
Sales of Long-term Assets			
New Investment Received			
Subtotal Cash Received			
Expenditures			
Expenditures from Operations			
Cash Spending			
Bill Payments			
Subtotal Spent on Operations			
Additional Cash Spent			
Sales Tax, VAT, HST/GST Paid Out			
Principal Repayment of Current Borrowing			
Other Liabilities Principal Repayment			
Long-term Liabilities Principal Repayment			
Purchase Other Current Assets			
Purchase Long-term Assets			
Dividends			
Subtotal Cash Spent			

Net Cash Flow			
Cash Balance			

## 7.6 Projected Balance Sheet

The following table is the Projected Balance Sheet.

Pro Forma Balance Sheet			
	2016	2017	2018
Assets			
Current Assets			
Cash			
Accounts Receivable			
Inventory			
Other Current Assets			
Total Current Assets			
Long-term Assets			
Long-term Assets			
Accumulated Depreciation			
Total Long-term Assets			
Total Assets			
Liabilities and Capital			
Current Liabilities			
Accounts Payable			
Current Borrowing			
Other Current Liabilities			
Subtotal Current Liabilities			
Long-term Liabilities			
Total Liabilities			
Paid-in Capital			
Retained Earnings			
Earnings			
Total Capital			
Total Liabilities and Capital			
Net Worth			



## 7.7 Business Ratios

Standard business ratios are provided in the following table. The ratios show strong, yet safe growth. Industry Profile ratios are based on Standard Industrial Classification (SIC) Index code.

Ratio Analysis				
	2016	2017	2018	Industry Profile
Sales Growth				
Percent of Total Assets				
Accounts Receivable				
Inventory				
Other Current Assets				
Total Current Assets				
Long-term Assets				
Total Assets				
Current Liabilities				
Long-term Liabilities				
Total Liabilities				
Net Worth				
Percent of Sales				
Sales				
Gross Margin				
Selling, General & Administrative Expenses				
Advertising Expenses				
Profit Before Interest and Taxes				
Main Ratios				
Current				
Quick				
Total Debt to Total Assets				
Pre-tax Return on Net Worth				
Pre-tax Return on Assets				
Additional Ratios				
Net Profit Margin				

Return on Equity				
Activity Ratios				
Accounts Receivable Turnover				
Collection Days				
Inventory Turnover				
Accounts Payable Turnover				
Payment Days				
Total Asset Turnover				
Debt Ratios				
Debt to Net Worth				
Current Liab. to Liab.				
Liquidity Ratios				
Net Working Capital				
Interest Coverage				
Additional Ratios				
Assets to Sales				
Current Debt/Total Assets				
Acid Test				
Sales/Net Worth				
Dividend Payout				

## Appendix

# **CORRESPON- DENCE**



**From:** [Marijuana Licensing \(CED sponsored\)](#)  
**To:** ["Shawn@greatalaskanbudcompany.com"](mailto:Shawn@greatalaskanbudcompany.com)  
**Cc:** [Marijuana Licensing \(CED sponsored\)](#)  
**Subject:** Incomplete Letter-Great Alaskan Bud Company license #10112 DEADLINES 6/22/16 & 8/6/16  
**Date:** Wednesday, June 08, 2016 2:53:00 PM  
**Attachments:** [Incomplete Application Letter .pdf](#)

---

Good afternoon,

Your application is now under review. Please read the attached letter regarding information/documents/corrections needed.

Thank you  
AMCO Staff



THE STATE  
of **ALASKA**  
GOVERNOR BILL WALKER

**Department of Commerce, Community,  
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE  
550 West 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

June 8, 2016

SP&C Enterprises LLC  
DBA Great Alaskan Bud Company  
Via email: [Shawn@greatalaskanbudcompany.com](mailto:Shawn@greatalaskanbudcompany.com)

Re: Standard Marijuana Cultivation Facility license application #10112

Dear applicant,

The AMCO Office is reviewing the documents submitted for the proposed marijuana establishment license referenced above. The following items need to be corrected and/or resubmitted.

- All MJ forms except MJ-09
  - Please complete the name of the licensee on the first page of all MJ forms except MJ-09. The licensee is SP&C Enterprises, LLC (the applications only state SP&C).
- MJ-02 Premises Diagram
  - On each diagram you submitted (seems to be the same one only different versions) please clearly outline what the licensed premises, specifically for the cultivation license, will be.
  - Please label all restricted access areas (not just doors) in the proposed cultivation establishment.
  - Please include the dimensions of each room (not just total square footage) in the proposed cultivation establishment.
  - Please look at the three diagrams submitted, there is a discrepancy on the "Total Cultivation Area" square footage, and also the square footages given on page 2 of MJ-04.
- MJ-04 Cultivator Supplemental
  - Page 2; please provide dimensions of the spaces described in this box, and revise the total square footage to match what your MJ-02 will describe.

- Proof of Possession for Proposed Premises
  - Please provide an affidavit from the lessor attesting that the legal description given on Schedule 1 of the Supplement No. 2 to AARC Contract No. 3463 is the same as the physical address of the proposed premises described on the Sublease Agreement (the affidavit must have both the legal description and the physical address of the proposed premises spelled out).
- Entity Documents
  - Please file your initial report with Division of Corporations and provide us with a copy of documents submitted to Division of Corporations.

Please return the incomplete items within two weeks of the date of this letter. Receipt of the items within two weeks will keep your application at the top of our worklist. If we do not receive all of the completed items within two weeks, your application will be moved to the back of the “Under Review” worklist. If we do not receive your completions within 90 days, per 3 AAC 306.025(f), you must file a new application and pay a new fee.

Sincerely,

Cynthia Franklin, Director  
[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)

**From:** Marijuana Licensing (CED sponsored)  
**To:** "AK Budds"; [Marijuana Licensing \(CED sponsored\)](#)  
**Subject:** RE: Incomplete Letter-Great Alaskan Bud Company license #10112 DEADLINES 6/22/16 & 8/6/16  
**Date:** Tuesday, June 21, 2016 11:30:00 AM

---

Good morning;

I have uploaded the corrections. However, there is one more thing that needs to be clarified.

- Where on the proposed licensed premises for the cultivation license is the surveillance room or area? Please very clearly label it on the diagram. Please note that surveillance room must be within the proposed licensed premises, and this room must meet the requirements of 3AAC 306.720
- What is stored in the Conex Storage?

Thank you

AMCO Staff

---

**From:** AK Budds [<mailto:shawn@greatalaskanbudcompany.com>]  
**Sent:** Monday, June 20, 2016 9:14 AM  
**To:** Marijuana Licensing (CED sponsored)  
**Subject:** RE: Incomplete Letter-Great Alaskan Bud Company license #10112 DEADLINES 6/22/16 & 8/6/16

Hi, I submitted my documents on Friday, can I get a confirmation regarding these submitted items

---

**From:** Marijuana Licensing (CED sponsored) [<mailto:marijuana.licensing@alaska.gov>]  
**Sent:** Wednesday, June 08, 2016 2:54 PM  
**To:** [Shawn@greatalaskanbudcompany.com](mailto:Shawn@greatalaskanbudcompany.com)  
**Cc:** Marijuana Licensing (CED sponsored)  
**Subject:** Incomplete Letter-Great Alaskan Bud Company license #10112 DEADLINES 6/22/16 & 8/6/16

Good afternoon,

Your application is now under review. Please read the attached letter regarding information/documents/corrections needed.



Thank you  
AMCO Staff

---

No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 2016.0.7639 / Virus Database: 4591/12357 - Release Date: 06/04/16

**From:** [Marijuana Licensing \(CED sponsored\)](#)  
**To:** [shawn](#); [Marijuana Licensing \(CED sponsored\)](#)  
**Subject:** RE: MJ08 Entity Documentations  
**Date:** Friday, June 03, 2016 3:44:11 PM

---

You are now able to pay online. Please let us know when you have paid so that we can move your application to under review.

Thank you

AMCO Staff

---

**From:** shawn [<mailto:shawn@alaskasatellitesales.com>]  
**Sent:** Friday, June 03, 2016 10:29 AM  
**To:** Marijuana Licensing (CED sponsored)  
**Subject:** MJ08 Entity Documentations

---

**From:** shawn [<mailto:shawn@alaskasatellitesales.com>]  
**Sent:** Wednesday, June 01, 2016 9:01 PM  
**To:** 'marijuana.licensing@alaska.gov'  
**Subject:** MJ08 Entity Document

Attached is MJ-08 and Business License (Entity)

Both were previously attached to other documents in previous email.

**From:** [AK Budds](#)  
**To:** [Marijuana Licensing \(CED sponsored\)](#)  
**Cc:** [shawn@greatalaskanbudcompany.com](mailto:shawn@greatalaskanbudcompany.com)  
**Subject:** RE: Incomplete Letter-Great Alaskan Bud Company license #10112 DEADLINES 6/22/16 & 8/6/16  
**Date:** Tuesday, June 21, 2016 7:08:10 PM  
**Attachments:** [GABCO Initial Project-Final-P5.pdf](#)

---

Hi Thanks,

- The surveillance room is located behind the 1<sup>st</sup> floor retail store and all required areas are “covered by cameras” and they are also Cell based view these one online as we stream our footage for online storage of more than 40 days. Please see the updated drawing and check the labeling now, thanks. This room meets the requirements of 3AAC 306.720. moreover, remote viewing of and through the surveillance room is also possible in the other two administrative areas, most all cameras are cellular based and viewing is done online in real time.

Conex is a refrigerator trailer but will be currently used to store maintenance supplies and outdoor seasonal maintenance, It was made an administrative area for no public access reasons.

Its function may change to a secure closed area for a safe concentrate mfg room with the side door connecting only 1 entrance to and from aux grow space next to it.  
Waiting to decide on Concentrate Mfg.

---

**From:** Marijuana Licensing (CED sponsored) [mailto:marijuana.licensing@alaska.gov]  
**Sent:** Tuesday, June 21, 2016 11:30 AM  
**To:** AK Budds; Marijuana Licensing (CED sponsored)  
**Subject:** RE: Incomplete Letter-Great Alaskan Bud Company license #10112 DEADLINES 6/22/16 & 8/6/16

Good morning;

I have uploaded the corrections. However, there is one more thing that needs to be clarified.

- Where on the proposed licensed premises for the cultivation license is the surveillance room or area? Please very clearly label it on the diagram. Please note that surveillance room must be within the proposed licensed premises, and this room must meet the requirements of 3AAC 306.720
- What is stored in the Conex Storage?

Thank you

AMCO Staff

---

**From:** AK Budds [<mailto:shawn@greatalaskanbudcompany.com>]  
**Sent:** Monday, June 20, 2016 9:14 AM  
**To:** Marijuana Licensing (CED sponsored)  
**Subject:** RE: Incomplete Letter-Great Alaskan Bud Company license #10112 DEADLINES 6/22/16 & 8/6/16

Hi, I submitted my documents on Friday, can I get a confirmation regarding these submitted items

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**From:** Marijuana Licensing (CED sponsored) [<mailto:marijuana.licensing@alaska.gov>]  
**Sent:** Wednesday, June 08, 2016 2:54 PM  
**To:** [Shawn@greatalaskanbudcompany.com](mailto:Shawn@greatalaskanbudcompany.com)  
**Cc:** Marijuana Licensing (CED sponsored)  
**Subject:** Incomplete Letter-Great Alaskan Bud Company license #10112 DEADLINES 6/22/16 & 8/6/16

Good afternoon,

Your application is now under review. Please read the attached letter regarding information/documents/corrections needed.

Thank you  
AMCO Staff

---

No virus found in this message.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 2016.0.7639 / Virus Database: 4591/12357 - Release Date: 06/04/16



**From:** [shawn](#)  
**To:** [Marijuana Licensing \(CED sponsored\); "AK Budds"](#)  
**Subject:** RE: Great Alaskan Bud Company #10112 URGENT deadline TODAY  
**Date:** Friday, June 24, 2016 3:20:11 PM  
**Attachments:** [Scan016.pdf](#)

---

Attached is the requested MJ-08 form from the City of Fairbanks

---

**From:** Marijuana Licensing (CED sponsored) [<mailto:marijuana.licensing@alaska.gov>]  
**Sent:** Friday, June 24, 2016 9:17 AM  
**To:** [Shawn@greatalaskanbudcompany.com](mailto:Shawn@greatalaskanbudcompany.com)  
**Cc:** Marijuana Licensing (CED sponsored)  
**Subject:** Great Alaskan Bud Company #10112 URGENT deadline TODAY

Good morning, Shawn;

The Fire Marshal has notified us that the premises for your proposed marijuana establishment is within the City of Fairbanks. Your MJ-08 states that Fairbanks North Star Borough is your local government when in reality is the City of Fairbanks. You will need to notify the City of Fairbanks as required under 306.025 (b)(3)(A), fill out a new MJ-08 and submit to us no later than today.

**If we do not receive the appropriate MJ-08, no later than today, your application will be removed from the agenda.**

Thank you

AMCO Staff

**MISC.**

**DOCUMENTS**

(not in any particular  
order)



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

What is this form?

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by posting a copy of the application (produced by the board's application website) for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be submitted to AMCO's main office before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	SP&C	License Number:	10112		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Great Alaskan Bud Company				
Premises Address:	1905 Livengood Ave.				
City:	Fairbanks	State:	ALASKA	ZIP:	99701

Section 2 – Certification

I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

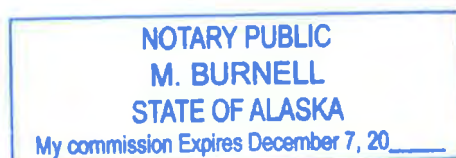
Start Date: 05-13-2016 End Date: 05-23-2016

Other conspicuous location: Ivory Jacks 2581 Goldstream Rd, Fairbanks, AK 99709

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Signature of licensee

Subscribed and sworn to before me this 15<sup>th</sup> day of JUNE, 2017



Notary Public in and for the State of Alaska.

My commission expires: 12/7/17



## Alaska Marijuana Control Board

**Form MJ-08: Local Government Notice Affidavit****What is this form?**

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application (produced by the board's application website) to the local government and any community council in the area of the proposed licensed premises.

This form must be submitted to AMCO's main office before any license application will be considered complete.

**Section 1 – Establishment Information**

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	SP&C	License Number:	10112		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Great Alaskan Bud Company, GABCO				
Premises Address:	1905 Livengood Ave.				
City:	Fairbanks	State:	ALASKA	ZIP:	99701

**Section 2 – Certification**

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government and community council (if applicable):

Local Government: Fairbanks North Star Borough Date Submitted: 04-05-16

Community Council: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
(Municipality of Anchorage and Matanuska-Susitna Borough only)

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Signature of licensee 

Subscribed and sworn to before me this 1<sup>st</sup> day of JUNE, 2016

NOTARY PUBLIC  
M. BURNELL  
STATE OF ALASKA  
My commission Expires December 7, 20\_\_\_\_

  
Notary Public in and for the State of Alaska.

My commission expires: 12/7/17



**Fairbanks North Star Borough  
Department of Community Planning**

P.O. Box 71267

Fairbanks, Alaska 99707-1267

**Zoning Permit Number: 17481**

Phone: (907) 459-1260

Fax: (907) 459-1255

planning@co.fairbanks.ak.us

This permit is issued based on the lot dimensions and zone applicable to the lot on the date of issuance. If prior to construction, the zone or the lot dimensions change, this permit will no longer be valid and a new permit must be obtained.

**General Information**

**Date:** 5/13/2016

**Applicant:** COYLE SHAWN

**Mailing Address:** 1905 LIVENGOD AVE, FAIRBANKS AK 99701

**Telephone:** 907-460-4383

**Cell Phone:**

**Email:**

**Property Description:** 0044202 LOT 5 BLOCK A ALASKA RAILROAD

**Site Address:** 1905 LIVENGOD AVE

**Existing Use:** Commercial

**Structure:** Warehouses : 6,000 sq ft

**Proposed Use:** Commercial

**Structure:** Marijuana cultivation facility, indoor large : 10,000 square feet

**Dwelling Units:** 0

**New:** 0

**Existing:** 0

**Building Height (stories):** 2

**Total Area of Structure:** 10,000 SF

**New:** 0 SF

**Existing:** 10,000 SF

**Lot Size:** 20,000 SF

**Est. Construction Cost:** \$0

**Note:** This permit is for a marijuana cultivation facility, indoor large in a 10000 square foot structure. A separate permit must be requested for any other use, including retail. Please check with the City of Fairbanks for any permit requirements.



- I certify that I am the owner or that I am authorized to act for the owner of the property.
- I certify that this information is to the best of my knowledge true and complete.
- I acknowledge and will comply with the conditions set forth in this zoning permit.
- I understand that the holder of this permit is required to comply with all other applicable laws, including city, borough, state and federal laws.
- I agree to submit current and accurate documents if the site plan or other application materials are changed subsequent to issuance of this permit.
- I understand that this permit is appealable and that this appeal must be submitted and perfected within 15 days of the date of the decision in accordance with FNSBC 18.54.070.
- This permit is issued contingent upon the applicant obtaining the appropriate State of Alaska Commercial Marijuana Facility License.



Applicant Signature

05-13-16

Date

### Zoning Specifications

Existing Zone: GU-1 (100%)  
 Minimum Lot Size: 40000  
 Front Yard Req: 0  
 Side Yard Req: 0  
 Rear Yard Req: 0

Flood Zone: X PROTECTED BY LEVEE  
 (100%)

Road Service Area: No  
 Parking Spaces Req: 0  
 Building Type: Principal

### Conditions

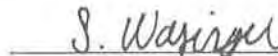
Floodplain Permit Required: No

FNSB Driveway Permit Required: No

Conditions: Marijuana cultivation facility, indoor large

Reasons: Marijuana cultivation facility, indoor large meets Title 18 requirements

Permit Approval: Approved



Zoning Official: Wasinger, S

5/13/2016

Date

*This is a Fairbanks North Star Borough Community Planning Department Zoning Permit. Please contact other departments and agencies to obtain permits as necessary.*



# Fairbanks North Star Borough Department of Community Planning

P.O. Box 71267  
Fairbanks, Alaska 99707-1267  
(907) 459-1260 Fax: (907) 459-1255  
planning@co.fairbanks.ak.us

Comm. Planning Dept.  
APR 05 2016  
RECEIVED

## ZONING PERMIT APPLICATION

78-17481

### APPLICANT:

Name: Shawn Coyle for  
Mailing Address: 1905 Livengood Ave.  
Phone: cell - 907. 460. 4383  
Fax: 907. 474. 4480  
E-mail: shawn@greataalaskanbudcompany.com

### Property Information:

Legal Description: Lot 5 Block A of the ARRC Chena Industrial Sub  
Street Address: 1905 Livengood Lot Size: 20,000 ☐ acres ☒ square feet  
Parcel Account Numbers (PAN): 44202  
Existing Use & Structures: 6000 sq ft warehouse

### Proposed Use/Construction:

☐ Residential ☐ Commercial ☒ Industrial

Description of proposed use: Indoor Marijuana Cultivation Grow Large  
If commercial, include number of employees, seating capacity, net office or sales area (sq. ft.): 5-10 10,000 sq ft  
Number of existing dwelling units: 0 Number of proposed dwelling units: 0 Total Number of dwelling units: 0  
Size of existing construction in square feet: 10,000 Size of proposed construction in square feet: N/A Building height/number of stories: 1 story and 2nd story office  
Estimated cost of new construction: N/A Number of Bedrooms: N/A

I own Building Alaska RR Leased Land  
I certify that: ☒ (I am) ☒ (I am authorized to act for) the owner of the property.  
I certify that the information included in this application is to the best of my knowledge true and complete.  
I understand that processing of this application may take up to 5 working days.  
I have attached a detailed site plan, drawn to scale, in compliance with the guidelines document titled "Site Plans" and the drawing is no larger than 11" x 17".  
I understand that the Zoning Permit is appealable and that said appeal must be submitted and perfected within 15 days of the date of the decision in accordance with 18.54.070.  
I can be notified of the decision at the above ☐ (phone number) ☐ (address).

APPLICANT SIGNATURE: Shawn Coyle

DATE: 4-5-16

**35182**

**SP&C Enterprises  
LLC**

is applying for a new  
**Standard Marijuana  
Cultivation Facility  
License 3**

AAC 306.400(1),  
doing business as  
**GREAT ALASKA  
BUD COMPANY**

located at  
**1905 Livengodd  
Ave., Fairbanks, AK  
99701, UNITED  
STATES.**

Interested persons  
should submit written  
comment or  
objection to their  
local government, the  
applicant, and to the  
Alcohol & Marijuana  
Control Office at 550  
W 7th Ave, Suite  
1600, Anchorage, AK  
99501.

Publish: May 15, 22,  
29, 2016

**From:** [shawn](#)  
**To:** [Marijuana Licensing \(CED sponsored\)](#)  
**Subject:** MJ08 Entity Documentations  
**Date:** Friday, June 03, 2016 10:30:13 AM  
**Attachments:** [SPC DBA GABCO.pdf](#)  
[GABCO MJ Coversheet.pdf](#)  
[GABCO MJ-08.pdf](#)

---

---

**From:** shawn [mailto:shawn@alaskasatellitesales.com]  
**Sent:** Wednesday, June 01, 2016 9:01 PM  
**To:** 'marijuana.licensing@alaska.gov'  
**Subject:** MJ08 Entity Document

Attached is MJ-08 and Business License (Entity)

Both were previously attached to other documents in previous email.



## Alaska Marijuana Control Board

**Form MJ-08: Local Government Notice Affidavit****What is this form?**

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application (produced by the board's application website) to the local government and any community council in the area of the proposed licensed premises.

This form must be submitted to AMCO's main office before any license application will be considered complete.

**Section 1 – Establishment Information**

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	SP&C	License Number:	10112		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Great Alaskan Bud Company, GABCO				
Premises Address:	1905 Livengood Ave.				
City:	Fairbanks	State:	ALASKA	ZIP:	99701

**Section 2 – Certification**

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government and community council (if applicable):

Local Government: Fairbanks North Star Borough

Date Submitted: 04-05-16

Community Council: \_\_\_\_\_  
(Municipality of Anchorage and Matanuska-Susitna Borough only)

Date Submitted: \_\_\_\_\_

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Signature of licensee


Subscribed and sworn to before me this 1<sup>st</sup> day of JUNE, 2016.

NOTARY PUBLIC  
M. BURNELL  
STATE OF ALASKA  
My commission Expires December 7, 20\_\_\_\_


Notary Public in and for the State of Alaska.

My commission expires: 12/7/17





myAlaska   My Government   Resident   Business in Alaska   Visiting Alaska   State Employees



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

search

CBPL   State of Alaska

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Professional License Download

Guide Use Area Download

NAME(S)

Type	Name
Legal Name	SP&C Enterprises LLC

ENTITY DETAILS

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:

1/2/2017

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	Percent Owned
	Shawn Coyle	Member	100


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>	

TOP OF PAGE

State of Alaska   myAlaska   My Government   Resident   Business in Alaska   Visiting Alaska   State Employees

State of Alaska || © 2011 || Webmaster







Alaska Marijuana Control Board

## Cover Sheet for Marijuana Establishment Applications

Alcohol & Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
marijuana.licensing@alaska.gov  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

### What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

### Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	SP&C Enterprises LLC	License Number:	10112		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GREAT ALASKAN BUD COMPANY				
Physical Address:	1905 Livengood Ave.				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:					
Email Address:	Shawn@greatalaskanbudcompany.com				

### Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	<p>Proof of Possession Letter of Affidavit From Leasor.</p> <p>Thanks Shawn Coyke</p>
-----------------	---

### OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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## 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





1909  
LIVENGOOD AVE  
A

1905  
LIVENGOOD AVE  
A



0 20 40 Feet

6/17/2016  
wkw





Alaska Marijuana Control Board

## Cover Sheet for Marijuana Establishment Applications

Alcohol & Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
marijuana.licensing@alaska.gov  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

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Licensee:	SP&C Enterprises LLC	License Number:	10112		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GREAT ALASKAN BUD COMPANY				
Physical Address:	1905 Livengood Ave.				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:					
Email Address:	Shawn@greatalaskanbudcompany.com				

### Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	<p>Proof of Possession Fairbanks North Star Borough Letter of Affidavit of Address</p>
-----------------	--

### OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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Fairbanks North Star Borough  
809 Pioneer Road  
Fairbanks, Alaska 99701-2813

Date: 06/17/2016

PS & C PRODUCTS INC  
ALASKA RAILROAD CORPORATION  
1905 LIVENGOOD AVE  
FAIRBANKS AK 99701 2702

RE: Physical Addresses (Property Acct# 0044202)

Dear Owners:

The Fairbanks North Star Borough Code (17.10.100) requires all areas of the FNSB to use the borough-wide FNSB street addressing system. The Fairbanks North Star Borough has assigned the following physical address(es) to the existing structure on

LOT 5 BLOCK A ALASKA RAILROAD CHENA  
as located on the attached site plan.

The assigned address(es) for your property is:  
1905 LIVENGOOD AVE

For rapid and accurate dispatch of E-911 emergency aid (fire, police, ambulance), it is imperative that you post your numbers so they are clearly visible from the road.

Check with your phone and other telecommunication providers to insure the proper address appears in the E911 database.

Please post your numbers clearly on the structure, and at the driveway entrance if the building is not visible from LIVENGOOD AVE

Reflective house number signs may be available free of charge from:

Fairbanks Fire Department (907) 450-6615

This letter should provide the necessary legalities for informing all applicable utility, title, mortgage, and insurance companies of the addresses assigned. If you have any questions, please contact me at Fairbanks North Star Borough, Department of Community Planning 459-1264.

Sincerely,

Bill Witte, GIS Tech – Street Addressing/E911  
Ph: 907-459-1264 Email: bwitte@fnsb.us  
Department of Community Planning





0 20 40 Feet

6/17/2016  
wkw



PAN		Description		TwN - Rng
0044202	05	A	RAILROAD CHENA	1S 1W
Neighborhood		Business		Status
0150	Alaska Railroad		PS & C PRODUCTS, Inc.	Active - Roll Type 1
Millage Group			Most Recent Mill Rate	Tax Status
0011	RAILROAD CHENA		17.069	TAXABLE
Detail Description			Property Class	
LOT 5 BLOCK A ALASKA RAILROAD CHENA MINERAL SURVEY 9000 - 9007 & 9065 - 9074			Industrial	

**Billing Address**

PS & C PRODUCTS INC  
 ALASKA RAILROAD CORPORATION  
 1905 LIVENGOOD AVE  
 FAIRBANKS AK 99701 2702

**Ownership:** ( Name / Interest )

ALASKA RAILROAD OWNERSHIP  
 PS & C PRODUCTS INC, Lease

**Documents:** ( Description / Record Date / Book / Page / Instrument# / Current / Amount )

Reference Only	12/31/2015			No	\$0
Reference Only	12/31/2014			No	\$0
Reference Only	12/31/2013			No	\$0
Reference Only	12/31/2012			No	\$0
Reference Only	12/31/2011			No	\$0
Reference Only	01/01/2011			No	\$0
Certificate	06/30/2010	2010-011453-0		No	\$0
Reference Only	01/05/2010			No	\$0
Record Survey	08/13/2009	2009-015365-0		No	\$0
Reference Only	01/02/2009			No	\$0
Reference Only	10/16/2007			No	\$0
Reference Only	12/28/2006			No	\$0
US Patent	10/05/2006	2006-025473-0		No	\$0
Reference Only	11/16/2005			No	\$0
Reference Only	01/27/2005			No	\$0
Supplemental	09/25/2004			Ye	\$0
Reference Only	02/09/2004			No	\$0
Reference Only	01/31/2004			No	\$0
Reference Only	01/16/2003			No	\$0
Supplemental	06/28/2002			No	\$0
Reference Only	01/03/2002			No	\$0
Residential Exemption	05/07/2001			No	\$0
Reference Only	12/28/1999			No	\$0
Deed of Trust	09/20/1999	1161	995	No	\$72,106
Reference Only	10/23/1998			No	\$0
Reference Only	09/28/1998			No	\$0
Reference Only	11/04/1997			No	\$0
Reference Only	01/29/1997			No	\$0
Abstract	10/18/1995			No	\$0
Reference Only	10/18/1995			No	\$0
Reference Only	01/30/1995			No	\$0
Abstract	06/24/1994			No	\$0
Reference Only	01/06/1994			No	\$0
Abstract	11/24/1992			No	\$0

Abstract	11/20/1991			No	\$0
Assignment of Lease	08/01/1991	715	946	No	\$40,000
Supplemental	07/01/1985			No	\$0
History	01/01/1983			No	\$0
Correspondence	08/23/1978			No	\$0
Supplemental	09/10/1969			No	\$0
Lease	07/14/1969			No	\$0

**Govt. Codes:** ( Entity / Account )

**Situs Address**

1905 LIVENGOD AVE

(Valid)

**Land Sections:** ( ID / Land Class [Not Zoning] / Quantity )

1	Light Industrial	20000 Square Feet
---	------------------	-------------------

**Property Physical Comment**

ARR 3463

TERM 6/30/2027



Current Work in Progress:	Year	Land	Structures, etc.	Total
	TAXABLE	27,390	437,202	464,592

## Assessment History:

Year	Land	Structures, etc.	Total	Taxable Amount
2016	27,390	437,202	464,592	464,592
2015	28,324	267,464	295,788	295,788
2014	29,189	267,464	296,653	296,653
2013	29,990	267,464	297,454	297,454
2012	30,732	267,464	298,196	298,196
2011	30,649	267,464	298,113	298,113
2010	29,525	264,281	293,806	293,806
2009	30,114	266,127	296,241	296,241
2008	20,688	266,127	286,815	286,815
2007	21,016	266,127	287,143	287,143
2006	19,736	212,901	232,637	232,637
2005	19,987	202,467	222,454	222,454
2004	20,216	202,467	222,683	222,683
2003	20,423	202,467	222,890	222,890
2002	20,612	202,558	223,170	223,170
2001	20,764	202,558	223,342	223,342
2000	20,940	202,558	223,498	223,498
1999	24,600	112,464	137,064	137,064
1998	24,600	111,711	136,311	136,311
1997	24,600	111,711	136,311	0
1996	24,600	91,187	115,787	0
1995	24,600	91,187	115,787	0
1994	24,600	77,939	102,539	0
1993	24,600	70,075	94,675	0
1992	21,000	70,075	91,075	0
1991	17,952	70,075	88,027	0
1990	17,952	70,075	88,027	0
1989	17,952	70,075	88,027	0
1988	17,952	70,075	88,027	0
1987	17,952	116,791	134,743	0
1986	17,952	122,191	140,143	0
1985	17,952	119,822	137,774	0
1984	17,952	88,948	106,900	0
1983	17,950	88,950	106,900	0



Alaska Marijuana Control Board

## Cover Sheet for Marijuana Establishment Applications

Alcohol & Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
marijuana.licensing@alaska.gov  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

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Licensee:	SP&C Enterprises LLC	License Number:	10112		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GREAT ALASKAN BUD COMPANY				
Physical Address:	1905 Livengood Ave.				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:	Shawn Coyle				
Email Address:	Shawn@greatalaskanbudcompany.com				

### Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	<p>MJ 08 Local Govt Notice Affidavit 062416</p>
-----------------	---

### OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
----------------	--	------------------------	--	----------------	--



## Alaska Marijuana Control Board

**Form MJ-08: Local Government Notice Affidavit****What is this form?**

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application (produced by the board's application website) to the local government and any community council in the area of the proposed licensed premises.

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License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GREAT ALASKAN BUD COMPANY				
Premises Address:	1905 Livengood Ave.				
City:	Fairbanks	State:	ALASKA	ZIP:	99701

**Section 2 – Certification**

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government and community council (if applicable):

Local Government: CITY OF FAIRBANKS

Date Submitted: 6/24/16

Community Council: N/A

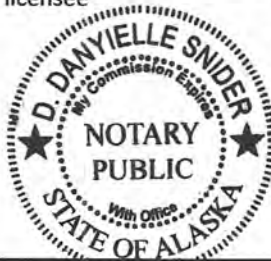
Date Submitted: N/A

(Municipality of Anchorage and Matanuska-Susitna Borough only)

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Signature of licensee

Subscribed and sworn to before me this 24<sup>th</sup> day of June, 2016.



D. Danyelle Snider  
Notary Public in and for the State of Alaska.

My commission expires: w/office



AFFP

35182 SP&C Enterprises LLC i

## **Affidavit of Publication**

UNITED STATES OF AMERICA }  
STATE OF ALASKA } SS.  
FOURTH DISTRICT }

Before me, the undersigned, a notary public, this day personally appeared Alicia Huckins, who, being first duly sworn, according to law, says that he/she is an Advertising Clerk of the Fairbanks Daily News-Miner, a newspaper (i) published in newspaper format, (ii) distributed daily more than 50 weeks per year, (iii) with a total circulation of more than 500 and more than 10% of the population of the Fourth Judicial District, (iv) holding a second class mailing permit from the United States Postal Service, (v) not published primarily to distribute advertising, and (vi) not intended for a particular professional or occupational group. The advertisement which is attached is a true copy of the advertisement published in said paper on the following day(s):

35182


SP&C Enterprises LLC  
is applying for a new  
Standard Marijuana Cultivation Facility License 3  
AAC 306.400(1).  
doing business as  
GREAT ALASKA BUD COMPANY  
located at  
1905 Livengood Ave., Fairbanks, AK 99701,  
UNITED STATES.

Interested persons should submit written comment  
or  
objection to their  
local government, the applicant, and to the Alcohol  
& Marijuana Control Office at 550 W 7th Ave, Suite  
1600, Anchorage, AK 99501.

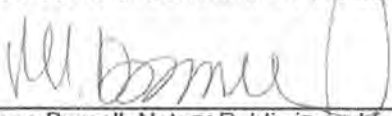
Publish: May 15, 22, 29, 2016

May 15, 2016, May 22, 2016, May 29, 2016

and that the rate charged thereon is not excess of the rate  
charged private individuals, with the usual discounts.

  
\_\_\_\_\_  
Advertising Clerk

Subscribed to and sworn to me this 29th day of May 2016.

  
\_\_\_\_\_  
Marena Burnell, Notary Public in and for the State Alaska.

My commission expires: December 07, 2017

00008551 00035182

SHAWN COYLE  
GREAT ALASKAN BUD COMPANY  
1905 LIVENGODD AVE  
FAIRBANKS, AK 99701

NOTARY PUBLIC  
M. BURNELL  
STATE OF ALASKA  
My commission Expires December 7, 20\_\_\_\_



# Public Notice

## Application for Marijuana Establishment License

License Number: 10112

License Status: Initiated

License Type: Standard Marijuana Cultivation Facility

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

Owner #1

*Note: No affiliates entered for this license.*

Owner Type: Entity

Alaska Entity Number: 10030501

Alaska Entity Name: SP&C Enterprises LLC

Phone Number: 9076879162

Email Address: Shawn@greatalaskanbudcompany.com

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

RECEIVED

JUN 24 2016

CITY OF FAIRBANKS

Interested persons should submit written comment or objection to their local government, the applicant and to the Alcohol & Marijuana Control Office at 550 W 7th Ave, Suite 1600, Anchorage, AK 99501 not later than 30 days after this notice of application.

POSTING DATE

~~June 15, 2016~~

June 24, 2016

Comm. Planning Dept.

MAILED

RECEIVED