THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development
ALCOHOL & MARIJUANA CONTROL OFFICE
550 West Seventh Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

MEMORANDUM

TO: Chair and Members of the Board DATE: November 5th, 2026

FROM: Regina Cruz , Licensing RE: Great Alaskan Bud Company #10112 Standard Marijuana Cultivation Facility

This is a 2026-2027 Renewal Application for a Standard Marijuana Cultivation Facility in the City of Fairbanks and Fairbanks North Star Borough by SP& C Enterprises LLC, Shawn Coyle 60%, V&V Enterprises LLC 40%, Veronica Belanger 50%, Veroncia Coyle 50%.

Local Government Protest:	Yes -11/5/2026
Local Government Protest Period Ends:	11/14/2026; Pending -Fairbanks North Star Borough
Public Objection Received/Date:	Yes, 9/15/2026; 10/1/2026; 10/13/2026

Attachments:

1. 2026-2027 Combined MJ20 Renewal Application
2. Public Objection Received 9/15/2026 – Therese Favero
3. Public Objection Received 10/1/2026 – Scott Bothwell
4. Public Objection Received 10/13/2026 – Marcey Luther
5. City of Fairbanks Protest - Received 11/5/2026
6. Great Alaskan Bud Company Response received - 11/4/2026
7. Great Alaskan Bud Company Exhibits received 11/4/2026

Alcohol & Marijuana Control Office

License Number: 10112
License Status: Active-Operating
License Type: Standard Marijuana Cultivation Facility
Doing Business As: GREAT ALASKAN BUD COMPANY
Business License Number: 1031886
Designated Licensee: Shawn Coyle
Email Address: Shawn@greatalaskanbudcompany.com
Local Government: Fairbanks (City of)
Local Government 2: Fairbanks North Star Borough
Community Council:
Latitude, Longitude: 64.504900, -147.453700
Physical Address: 1905 Livengood Ave.
Fairbanks, AK 99701
UNITED STATES

Licensee #1

Type: Entity
Alaska Entity Number: 10030501
Alaska Entity Name: SP&C Enterprises LLC
Phone Number: 907-460-4383
Email Address: Shawn@greatalaskanbudcompany.com
Mailing Address: 1905 Livengood Ave.
Fairbanks, AK 99701
UNITED STATES

Entity Official #1

Type: Individual
Name: Shawn Coyle
[redacted]
Phone Number: 907-460-4383
Email Address: Shawn@greatalaskanbudcompany.com
Mailing Address: 1905 Livengood Ave.
Fairbanks
UNITED STATES MINOR OUTLYING ISLANDS

Entity Official #2

Type: Entity
Alaska Entity Number: 10030501
Alaska Entity Name: SP&C Enterprises LLC
Phone Number: 907-460-4383
Email Address: shawn@gabco.xyz
Mailing Address: 1905 Livengood Ave
Fairbanks, AK 99701
UNITED STATES

Entity Official #3

Type: Entity
Alaska Entity Number: 10174269
Alaska Entity Name: V&V Enterprises LLC
Phone Number: 907-479-4420
Email Address: veronica@gabco.xyz
Mailing Address: 1905 Livengood Ave
Fairbanks, AK 99701
UNITED STATES

Entity Official #4

Type: Individual
Name: Veronica Coyle
[redacted]
Phone Number: 907-687-9162
Email Address: veronica@gabco.xyz
Mailing Address: 1905 Livengood Ave
Fairbanks, AK 99701
UNITED STATES

Entity Official #5

Type: Individual
Name: Veronica Belanger
[redacted]
Phone Number: 907-385-6464
Email Address: veronicapaige@gabco.xyz
Mailing Address: 1905 Livengood Ave
Fairbanks, AK 99701
UNITED STATES

Note: *No affiliates entered for this license.*

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

Alaska Marijuana Control Board

Form MJ-20: 2026-2027 Renewal Application Certifications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	SP&C Enterprises LLC	**License Number:**	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 who is completing this form.

Name:	Shawn Coyle
Title:	Member

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:	Initials
I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.	SC
I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.	SC
I certify that a notice of violation has **not** been issued for this license between July 1, 2025 to June 30, 2026.	SC

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:	Initials
I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).	N/A

AMCO Received 6.11.26

Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:	Initials
I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.	SC
I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.	SC
I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.	SC
I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.	SC
I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.	SC
I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.	SC
I certify that I understand that providing a false statement on this form, the online application, or any other form provided by or to AMCO is grounds for rejection or denial of this application or revocation of any license issued.	SC

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

SC

Signature of licensee

Shawn Coyle

Printed name of licensee

Alcohol and Marijuana Control Office
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marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

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

Section 1 – Establishment Information

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

Licensee:	SP&C Enterprises LLC	**License Number:**	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 who is completing this form.

Name:	Veronica Coyle (Member of V&V Enterprises LLC)
Title:	Member

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:	Initials
I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.	VC
I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.	VC
I certify that a notice of violation has **not** been issued for this license between July 1, 2025 to June 30, 2026.	VC

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:	Initials
I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).	N/A

AMCO Received 6.11.26

Alaska Marijuana Control Board

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Read each line below, and then sign your initials in the box to the right of each statement:	Initials
I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.	VC
I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.	VC
I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.	VC
I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.	VC
I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.	VC
I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.	VC
I certify that I understand that providing a false statement on this form, the online application, or any other form provided by or to AMCO is grounds for rejection or denial of this application or revocation of any license issued.	VC

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

Veronica Coyle

Signature of licensee

Veronica Coyle

Printed name of licensee

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

Section 1 – Establishment Information

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

Licensee:	SP&C Enterprises LLC	**License Number:**	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 who is completing this form.

Name:	Veronica Belanger (Member of V&V Enterprises LLC)
Title:	Member

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:	Initials
I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.	VB
I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.	VB
I certify that a notice of violation has **not** been issued for this license between July 1, 2025 to June 30, 2026.	VB

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:	Initials
I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).	N/A

AMCO Received 6.11.26

Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:	Initials
I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.	VB
I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.	VB
I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.	VB
I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.	VB
I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.	VB
I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.	VB
I certify that I understand that providing a false statement on this form, the online application, or any other form provided by or to AMCO is grounds for rejection or denial of this application or revocation of any license issued.	VB

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

VBelanger

Signature of licensee

Veronica Belanger

Printed name of licensee

STATEMENT OF REASONS FOR OBJECTION TO RENEWAL

Submitted pursuant to 3 AAC 306.065

To: Marijuana Control Board, c/o Alcohol & Marijuana Control Office, 550 W. 7th Ave., Suite 1600, Anchorage, AK 99501

Re: Objection to Renewal of Marijuana Establishment Licenses #10112 (Standard Marijuana Cultivation Facility) and #10113 (Retail Marijuana Store); Licensee SP&C Enterprises, LLC, d/b/a The Great Alaskan Bud Company; Designated Licensee Shawn Coyle; 1905 Livengood Avenue, Fairbanks; 2026–2027 renewal applications filed on or about June 25, 2026

Objector: Theresa Favero, by and through Lisa Favero, her Attorney-in-Fact pursuant to a Statutory Durable Power of Attorney dated January 26, 2026. Theresa Favero is the successor in interest to P.S. & C. Products, Inc. and, in that capacity, holds the rights under the long-term ground lease of the licensed premises from the Alaska Railroad Corporation. She is also the deed holder with respect to the associated property interests at this location.

Date: Sept 15, 2026

This is a timely written objection to the renewal applications identified above, submitted under 3 AAC 306.065 to the Marijuana Control Board, to the applicant, and to the local governments with jurisdiction. Because a timely objection has been filed, the applications may not be renewed administratively and require Board-level review. *See* AS 17.38.150; MCB Delegation of Authority 2017-05-15a.

GROUND ONE: THE APPLICANT HAS LOST THE RIGHT TO POSSESSION OF THE LICENSED PREMISES. DENIAL IS MANDATORY UNDER 3 AAC 306.080(b)(5).

3 AAC 306.080(b) provides that the Board *"will deny"* an application for renewal if the Board finds "(5) that the applicant has lost right to possession of the applicant's licensed premises." That finding is compelled by an undisputed documentary record:

1. The only document ever submitted to AMCO to establish this licensee's right to possession of the land at 1905 Livengood Avenue was a sublease dated January 10, 2016, from P.S. & C. Products, Inc., with a stated five-year term. It was submitted to satisfy 3 AAC 306.020(b)(9) at original licensure.

2. That sublease expired by its own terms on January 9, 2021. It has never been renewed, extended, or replaced.

3. On March 26, 2026, AMCO's own investigator formally notified the licensee that the sublease had expired and demanded "an updated sublease or other proof of right, title, or interest," due April 6, 2026, warning that failure to comply "may result in licensing action."

4. The licensee produced nothing. On April 13, 2026, the licensee's counsel responded in writing. That letter does not claim that any current lease, sublease, or deed exists. It instead asks AMCO to defer action pending a separate civil lawsuit. The absence of any current possessory document is therefore conceded by the applicant's own counsel.

The pending civil litigation (4FA-25-02241CI) does not and cannot cure this defect. That suit concerns a separate 2013 contract regarding the buildings and improvements only. The land itself is held under a long-term ground lease from the Alaska Railroad Corporation — lease rights held first by P.S. & C. Products, Inc. and now by Theresa Favero as its successor. The licensee has never held those rights, and the 2013 building contract does not convey, assign, or transfer any interest in them. Even a fully favorable outcome for the licensee in the civil case would leave him without any right to the land. To restore compliance he would

need either a new sublease from the current holder of the ground-lease rights — which does not exist and is not forthcoming — or a direct lease from the Alaska Railroad Corporation, which he does not have. There is, accordingly, no pending event that can restore the right to possession; the loss is not temporary, contested, or curable through the litigation AMCO has elected to await.

3 AAC 306.015(c) independently requires that a marijuana establishment "must have a right to possession of its licensed premises at all times." That requirement has not been met since January 9, 2021.

GROUND TWO: THE RENEWAL APPLICATION CANNOT BE TRUTHFULLY CERTIFIED, AND IS THEREFORE DEFECTIVE ON ITS FACE.

A renewal applicant must, upon request, "provide adequate proof of right to possession of the licensed premises," and must certify the renewal application as "true, correct, and complete." 3 AAC 306.035. AMCO made precisely that request on March 26, 2026, and it has never been satisfied. An application certifying compliance with a possession requirement that the applicant's own counsel has conceded is unmet is defective on its face, and the Board should treat it accordingly.

THE BOARD'S OWN RECENT PRECEDENT TREATS 3 AAC 306.080(b) AS MANDATORY.

At its December 3–4, 2025 meeting, this Board denied the renewal of License #10237 (Alaskasense, LLC) under 3 AAC 306.080(b), with the Chair stating on the record that the Board was "obligated to deny" the renewal once a subsection (b) ground was established. The Board applied the regulation as written: subsection (b) is mandatory, not discretionary. The same standard governs here. Subsection (b)(5) is established on this record by the applicant's own concession, and the outcome the regulation directs is the same.

SUPPORTING RECORD BEARING ON FITNESS AND PATTERN.

The following matters of record are offered as context bearing on the licensee's regulatory fitness and pattern of compliance; they are not offered as independent grounds under 3 AAC 306.080(b)(3):

Here's the full Supporting Record section as it currently stands in the document:

SUPPORTING RECORD BEARING ON FITNESS AND PATTERN.

The following matters of record are offered as context bearing on the licensee's regulatory fitness and pattern of compliance; they are not offered as independent grounds under 3 AAC 306.080(b)(3):

Department of Revenue marijuana excise tax delinquency reports reflect recurring non-compliance spanning six years: an AMCO Notice of Violation for tax delinquency in 2020 (MCB agenda, Oct. 28–29, 2020, Tab 42); a DOR delinquency listing in 2022 of $1,655 (MCB minutes, Sept. 21, 2022, Tab 8); and appearance on the DOR delinquency list in eleven of twelve monthly reports from February 2025 through January 2026, with balances ranging from $1,341 to $7,259 (Tax Delinquency Reports, MCB meeting Apr. 15–16, 2026, Tab 3). The most recent reports reflect that balance as resolved; the pattern of repeated delinquency and cure remains a matter of record. Separately, the 2025 Fairbanks North Star Borough property tax installment on this parcel went unpaid by the licensee and was cured by the deed holder, Theresa Favero — who has likewise recently been required to pay ground-lease amounts owed to the Alaska Railroad Corporation for the underlying lot that the licensee failed to pay. Seven creditor collection actions were filed against Mr. Coyle in 2023–2024, each dismissed without prejudice when the plaintiffs were unable to accomplish service. Despite repeated requests over an extended period, no certificate of insurance for the licensed premises was provided until June 2026 — and the certificate provided reflects that coverage was first obtained in late May 2026,

meaning the licensed premises operated without insurance until weeks before this objection. Finally, the licensee has made no payments to Theresa Favero under the 2013 contract concerning the buildings since 2023 — nonpayment that is among the subjects of the pending civil action. The objector's interest in that action is disclosed here for completeness; the grounds stated in this objection are regulatory, arise from the applicant's own concessions to AMCO, and exist independent of any outcome in that litigation.

REQUEST FOR RELIEF.

For the reasons above, the objector respectfully requests that the Board:

1. Deny renewal of Licenses #10112 and #10113 pursuant to 3 AAC 306.080(b)(5);
2. In the alternative, calendar these applications for consideration at a full Board meeting, with the opportunity for oral testimony, rather than permitting administrative renewal; and
3. Require the applicant to produce current, adequate proof of right to possession of the licensed premises under 3 AAC 306.035 before any further action on these applications.

Respectfully submitted,

Lisa Favero

_____

Lisa Favero, Attorney-in-Fact for Theresa Favero
2412 N Pacific St, Seattle, WA 98103
lisa@ero-projects.com • 206.658.3625

CERTIFICATE OF SERVICE

I certify that on September 16, 2026, a true and correct copy of this Statement of Reasons was served on each of the following by U.S. certified mail, return receipt requested, and additionally by email where an email address is indicated, as required by 3 AAC 306.065:

• Marijuana Control Board, c/o Alcohol & Marijuana Control Office, 550 W. 7th Ave., Suite 1600, Anchorage, AK 99501; and by email to marijuana.licensing@alaska.gov

• Applicant SP&C Enterprises, LLC, d/b/a The Great Alaska Bud Company, c/o its counsel of record, Jana Weltzin, JDW Counsel, JDW Counsel, 901 Photo Avenue, 2nd Floor, Anchorage, AK 99503

• City of Fairbanks, Office of the City Clerk, 800 Cushman St, Fairbanks, AK 99701

• Fairbanks North Star Borough, Office of the Borough Clerk, 907 Terminal Street Fairbanks, AK 99701

_____

Lisa Favero

Scott Bothwell
1021 Pasque St
Fairbanks, Alaska 99712
907-699-4912 • arcticloons2@gmail.com

Oct 1, 2026

Marijuana Control Board
c/o Alcohol & Marijuana Control Office
550 W. 7th Ave., Suite 1600
Anchorage, AK 99501

Re: Objection under 3 AAC 306.065 to renewal of Marijuana Establishment Licenses #10112 and #10113 — SP&C Enterprises, LLC, d/b/a The Great Alaskan Bud Company, 1905 Livengood Avenue, Fairbanks 99701

Dear Members of the Marijuana Control Board:

I am a Fairbanks resident. I have no business relationship with this licensee and no financial stake in whether these licenses are renewed. I am writing to object to the renewal of the licenses above because of what this business did to me this year, and because I believe the way it operates should matter to you when you decide whether to renew its licenses.

The licensed premises is at 1905 Livengood Avenue. The lot next to it, 1901 Livengood Avenue, belongs to someone else — it is controlled by Theresa Favero. I have observed the marijuana business using that neighboring lot as if it were its own for customer parking, storage of equipment and materials, and dumping. I have also witnessed an operator of the marijuna business physically trespassing on the 1901 Livengood property and actively destroying material items belonging to Theresa Favero.

On January 29, 2026, the property owner's attorney sent a cease-and-desist letter requiring the business and its people to be off the 1901 lot by February 12, 2026. They did not stop using it. On February 19 and 20, Veronica Coyle, wife of the Licensee and an operator of the business, was told face-to-face that she had no right to use or occupy that lot. Coyle was also later formally trespassed from the 1901 Lot by Fairbanks police on March 4, 2026.

On February 24, 2026, I parked my car — a 2011 Ford Escape — on the 1901 lot with the express permission of the property owner. "No Trespassing" signs had been posted on the lot; I personally

witnessed Ms. Coyle tearing them down. On or about February 26, Ms. Coyle had my car towed. When police responded, they advised her that she could only have a vehicle removed if she had rights to the property — which she did not. She had it towed anyway. Law enforcement did not order the tow.

The towing company never notified me until March 12, when it demanded payment and threatened a lien on my vehicle, with storage fees accruing at $40 per day. To get my own car back, I ultimately had to pay $1,860 on April 2, 2026 — for a tow from a lot I had every right to park on, ordered by a person with no right to order it..

There is one more thing I think important for you to know. Months after these events, Shawn Coyle petitioned the court for a stalking protective order against me, alleging among other things that I had threatened his daughter while I was posting no-trespassing signs. The court denied the petition (Case No. 4FA-26-00233CI, 5-7-26). I note that everything I did took place on the 1901 lot — I was never on the licensed premises at 1905 — yet the petition described my presence and the signs as interference with "1905 Livengood." That says something in itself: This licensee treats the neighboring property as part of its business. I raise the petition because it shows how this licensee responds to a member of the public who objects to its conduct. They do not address their own conduct, but file against the person. I understand others connected with this property have experienced similar filings, likewise unsuccessful.

In fairness, I should disclose that I have a small claims action pending in the Fairbanks District Court (Case No. 4FA-26-00080) against Veronica Coyle and the towing company over the tow. And the permission I had to park on the 1901 lot came from Theresa Favero, who I understand has her own dispute with this licensee. I am not part of that dispute. What I describe here happened to me directly, and I would say it regardless of anyone else's objection.

This licensee's operation did not stay within its licensed premises. It treated a neighboring property it had no rights to as part of its business — and when the actual owner formally demanded it stop, it kept going. When a member of the public parked there with the owner's permission, the response was to have his car taken. A licensee that disregards property boundaries, formal legal demands, and police guidance in the ordinary course of its operations is not operating in a manner consistent with the public interest your licensing decisions are meant to protect.

I ask the Board to deny renewal of Licenses #10112 and #10113, or at minimum to consider these applications at a full Board meeting rather than renewing them without Board review. I am willing to testify to everything in this letter.

Copies of this letter are being sent by certified mail to the applicant, care of its counsel of record (Jana Weltzin, JDW Counsel, 901 Photo Avenue, 2nd Floor, Anchorage, AK 99503), to the City of Fairbanks (Office of the City Clerk, 800 Cushman St, Fairbanks, AK 99701), and to the Fairbanks

North Star Borough (Office of the Borough Clerk, 907 Terminal Street Fairbanks, AK 99701), as required by 3 AAC 306.065.

Sincerely,

Scott Bothwell

CITY OF FAIRBANKS

CITY CLERK'S OFFICE

800 Cushman Street
Fairbanks, AK 99701

Telephone (907) 459-6702
Fax (907) 459-6710

November 4, 2026

Alcohol and Marijuana Control Office
Marijuana Control Board
550 W. 7th Avenue, Suite 1600
Anchorage, Alaska 99501-3567

Re: City Protest of Marijuana License Renewal Applications, License Nos. 10112 and 10113

Marijuana Control Board members:

Under the authority provided at 3 AAC 306.060 and Fairbanks General Code (FGC) § 14-215, the City of Fairbanks officially lodges protest of the renewal of License #10112 (Standard Marijuana Cultivation Facility) and License #10113 (Retail Marijuana Store), licensee doing business as Great Alaskan Bud Company located at 1905 Livengood Avenue in Fairbanks, Alaska.

Reasonable notice and a fair proceeding upon which the decision to protest the licenses was provided. On September 14, 2026, notice was received from the State Alcohol & Marijuana Control Office (AMCO) that these licenses were being considered for renewal. On October 22 and 23, 2026, the City of Fairbanks provided public notice that the renewal would be discussed and the potential for local protest would be decided at the regular city council meeting on Monday, October 26, 2026. Fairbanks General Code § 14-214(b) requires that additional notice of the discussion and deliberation be provided specifically to the licensee. That notice was provided on October 14 and again on October 21, 2026. As noticed, the Fairbanks City Council took up the issue of renewal and provided an opportunity for public testimony at their regular meeting on October 26, 2026.

Public testimony was provided and considered by the Fairbanks City Council. The Council received written objections to the renewal of the licenses from: (1) Theresa Favero, (2) Scott Bothwell, (3) Marcey Luther, and (4) Lisa Favero. The written testimony received by Council is attached. Additionally, Council received testimony from two individuals in person at the October 26 meeting from Lisa Favero and from licensee, Shawn Coyle. A summary of comments made in-person by Lisa Favero and Shawn Coyle follows. The archived recording of the meeting is available online at https://www.fairbanks.gov/meetings/view/month/m/10/d/1/y/2026/v/list with the relevant portion of the meeting at 33:20:00-1:05:40 / 2:11:57.

- Summary of Testimony Provided by Lisa Favero: L. Favero stated that she was speaking on behalf of Theresa Favero and that she would like the Council to file a nonconditional protest License Nos. 10112 and 10113. She explained that T. Favero holds the railroad ground lease rights to the property where the business operates and that the applicant had been operating despite their sublease expiring January 2021. She shared that the Alcohol Marijuana Control Office (AMCO) had learned this in March and demanded current proof that the licensee had a right to operate and the location, to which nothing was provided.

She asserted that SP&C Enterprises, LLC did not have a right to the property. L. Favero acknowledged that the City has specific, limited reasons for which it can protest a license and outlined a history of delinquencies of public obligations, such as state and borough taxes. She added that while current balances show as paid, she wanted to draw attention to patterns and that she has further documentation available to share.

- Summary of Testimony Provided by Shawn Coyle: S. Coyle stated that he represents SP&C Enterprises, LLC and that their lawyer had directed him to acknowledge that they are deeply involved with active litigation. He asked that the City Council allow the Alaska Court System to resolve the issues being addressed.

The Fairbanks City Council's main concern, over which it lodges this protest of license renewal, is the licensee's apparent lack of control over the premises. State regulation at 3 AAC 306.015(c) requires that a "marijuana establishment must have a right to possession of its licensed premises at all times…" to be issued a license. To renew its license under the procedures provided at 3 AAC 306.035(b)(4), a marijuana establishment's renewal application must include adequate proof of right to possession of the licensed premises, upon request. Similarly, Fairbanks General Code § 14-215 directs Council Members to consider:

- § 14-215(b)(1): The character of the surrounding neighborhood and whether the issuance of the license would adversely impact the health, welfare, or public safety of the neighborhood in which the marijuana establishment is proposed to be located, or otherwise would not be in the best interest of the public;
- § 14-215 (b)(8): The degree of control the licensee has or proposes to have over the conduct of the licensed business;
- § 14-215 (b)(11): Any other factor the city council determines is relevant to a particular application.

Controlling guidance in the Fairbanks General Code, considered with the evidence presented to the Council, summarized here, compelled the Fairbanks City Council to vote unanimously to protest the licenses.

Representatives of the City of Fairbanks will be in attendance (remotely) at the Marijuana Control Board's upcoming meeting to be available for any additional information or to answer any questions that might support the Marijuana Control Board's decision. Please confirm the date and time of that discussion.

Respectfully,



D. Danyielle Snider
Fairbanks City Clerk

CITY OF FAIRBANKS
CITY CLERK'S OFFICE

800 Cushman Street
Fairbanks, AK 99701

Telephone (907) 459-6702
Fax (907) 459-6710

MEMORANDUM

TO: Mayor O'Neall and City Council Members

FROM: D. Danyielle Snider, City Clerk

SUBJECT: Marijuana License Renewal Applications

DATE: October 21, 2026

Notice has been received from the State Alcohol & Marijuana Control Office (AMCO) for the following marijuana license renewal applications:

Lic. #	DBA	License Type	Licensee	Address
10589	Nature's Releaf	Retail Marijuana Store	Nature's Releaf, LLC	503 7th Avenue
10230	Pakalolo Supply Company, Inc.	Standard Marijuana Cultivation Facility	Pakalolo Supply Company, Inc.	1851 Fox Avenue
10131	Pakalolo Supply Company, Inc.	Retail Marijuana Store	Pakalolo Supply Company, Inc.	1851 Fox Avenue, Suite B
10113	Great Alaskan Bud Company	Retail Marijuana Store	SP&C Enterprises, LLC	1905 Livengood Avenue
10112	Great Alaskan Bud Company	Standard Marijuana Cultivation Facility	SP&C Enterprises, LLC	1905 Livengood Avenue

Pursuant to FGC Sec. 14-214 and 3 AAC 306.060, the Council may determine whether to protest a marijuana license renewal application after holding a public hearing. As required by FGC Sec. 14-214(b), I have sent written notice of the public hearing to the above-listed licensees. The 60-day response deadline to AMCO for these renewal applications is November 9, 2026.

Pursuant to FGC Sec. 14-215(b)(12), I inquired with both the Fairbanks North Star Borough (FNSB) and the Alcohol and Marijuana Control Office (AMCO) regarding any complaints filed against these marijuana establishments within the preceding 12 months. Both agencies reported a single complaint, which was the same complaint previously submitted by Theresa Favero.

Three written objections have been submitted regarding Great Alaskan Bud Company license nos. 10112 and 10113. In addition, I received a request from Lisa Favero to include written comments she provided to the Alaska Marijuana Control Board (MCB) at its June 24, 2026 meeting. Copies of all submitted materials are attached to this memorandum.

1. Objection by Theresa Favero (through Lisa Favero) - received September 18, 2026
2. Objection by Scott Bothwell - received October 6, 2026
3. Objection by Marcey Luther - received October 16, 2026
4. Written comments from Lisa Favero to the MCB, June 24, 2026

There are no department-recommended protests for these marijuana license renewal applications.

STATEMENT OF REASONS FOR OBJECTION TO RENEWAL

Submitted pursuant to 3 AAC 306.065

To: Marijuana Control Board, c/o Alcohol & Marijuana Control Office, 550 W. 7th Ave., Suite 1600, Anchorage, AK 99501

Re: Objection to Renewal of Marijuana Establishment Licenses #10112 (Standard Marijuana Cultivation Facility) and #10113 (Retail Marijuana Store); Licensee SP&C Enterprises, LLC, d/b/a The Great Alaskan Bud Company; Designated Licensee Shawn Coyle; 1905 Livengood Avenue, Fairbanks; 2026–2027 renewal applications filed on or about June 25, 2026

Objector: Theresa Favero, by and through Lisa Favero, her Attorney-in-Fact pursuant to a Statutory Durable Power of Attorney dated January 26, 2026. Theresa Favero is the successor in interest to P.S. & C. Products, Inc. and, in that capacity, holds the rights under the long-term ground lease of the licensed premises from the Alaska Railroad Corporation. She is also the deed holder with respect to the associated property interests at this location.

Date: Sept 15, 2026

This is a timely written objection to the renewal applications identified above, submitted under 3 AAC 306.065 to the Marijuana Control Board, to the applicant, and to the local governments with jurisdiction. Because a timely objection has been filed, the applications may not be renewed administratively and require Board-level review. *See* AS 17.38.150; MCB Delegation of Authority 2017-05-15a.

GROUND ONE: THE APPLICANT HAS LOST THE RIGHT TO POSSESSION OF THE LICENSED PREMISES. DENIAL IS MANDATORY UNDER 3 AAC 306.080(b)(5).

3 AAC 306.080(b) provides that the Board *"will deny"* an application for renewal if the Board finds "(5) that the applicant has lost right to possession of the applicant's licensed premises." That finding is compelled by an undisputed documentary record:

1. The only document ever submitted to AMCO to establish this licensee's right to possession of the land at 1905 Livengood Avenue was a sublease dated January 10, 2016, from P.S. & C. Products, Inc., with a stated five-year term. It was submitted to satisfy 3 AAC 306.020(b)(9) at original licensure.

2. That sublease expired by its own terms on January 9, 2021. It has never been renewed, extended, or replaced.

3. On March 26, 2026, AMCO's own investigator formally notified the licensee that the sublease had expired and demanded "an updated sublease or other proof of right, title, or interest," due April 6, 2026, warning that failure to comply "may result in licensing action."

4. The licensee produced nothing. On April 13, 2026, the licensee's counsel responded in writing. That letter does not claim that any current lease, sublease, or deed exists. It instead asks AMCO to defer action pending a separate civil lawsuit. The absence of any current possessory document is therefore conceded by the applicant's own counsel.

The pending civil litigation (4FA-25-02241CI) does not and cannot cure this defect. That suit concerns a separate 2013 contract regarding the buildings and improvements only. The land itself is held under a long-term ground lease from the Alaska Railroad Corporation — lease rights held first by P.S. & C. Products, Inc. and now by Theresa Favero as its successor. The licensee has never held those rights, and the 2013 building contract does not convey, assign, or transfer any interest in them. Even a fully favorable outcome for the licensee in the civil case would leave him without any right to the land. To restore compliance he would

need either a new sublease from the current holder of the ground-lease rights — which does not exist and is not forthcoming — or a direct lease from the Alaska Railroad Corporation, which he does not have. There is, accordingly, no pending event that can restore the right to possession; the loss is not temporary, contested, or curable through the litigation AMCO has elected to await.

3 AAC 306.015(c) independently requires that a marijuana establishment "must have a right to possession of its licensed premises at all times." That requirement has not been met since January 9, 2021.

GROUND TWO: THE RENEWAL APPLICATION CANNOT BE TRUTHFULLY CERTIFIED, AND IS THEREFORE DEFECTIVE ON ITS FACE.

A renewal applicant must, upon request, "provide adequate proof of right to possession of the licensed premises," and must certify the renewal application as "true, correct, and complete." 3 AAC 306.035. AMCO made precisely that request on March 26, 2026, and it has never been satisfied. An application certifying compliance with a possession requirement that the applicant's own counsel has conceded is unmet is defective on its face, and the Board should treat it accordingly.

THE BOARD'S OWN RECENT PRECEDENT TREATS 3 AAC 306.080(b) AS MANDATORY.

At its December 3–4, 2025 meeting, this Board denied the renewal of License #10237 (Alaskasense, LLC) under 3 AAC 306.080(b), with the Chair stating on the record that the Board was "obligated to deny" the renewal once a subsection (b) ground was established. The Board applied the regulation as written: subsection (b) is mandatory, not discretionary. The same standard governs here. Subsection (b)(5) is established on this record by the applicant's own concession, and the outcome the regulation directs is the same.

SUPPORTING RECORD BEARING ON FITNESS AND PATTERN.

The following matters of record are offered as context bearing on the licensee's regulatory fitness and pattern of compliance; they are not offered as independent grounds under 3 AAC 306.080(b)(3):

Here's the full Supporting Record section as it currently stands in the document:

SUPPORTING RECORD BEARING ON FITNESS AND PATTERN.

The following matters of record are offered as context bearing on the licensee's regulatory fitness and pattern of compliance; they are not offered as independent grounds under 3 AAC 306.080(b)(3):

Department of Revenue marijuana excise tax delinquency reports reflect recurring non-compliance spanning six years: an AMCO Notice of Violation for tax delinquency in 2020 (MCB agenda, Oct. 28–29, 2020, Tab 42); a DOR delinquency listing in 2022 of $1,655 (MCB minutes, Sept. 21, 2022, Tab 8); and appearance on the DOR delinquency list in eleven of twelve monthly reports from February 2025 through January 2026, with balances ranging from $1,341 to $7,259 (Tax Delinquency Reports, MCB meeting Apr. 15–16, 2026, Tab 3). The most recent reports reflect that balance as resolved; the pattern of repeated delinquency and cure remains a matter of record. Separately, the 2025 Fairbanks North Star Borough property tax installment on this parcel went unpaid by the licensee and was cured by the deed holder, Theresa Favero — who has likewise recently been required to pay ground-lease amounts owed to the Alaska Railroad Corporation for the underlying lot that the licensee failed to pay. Seven creditor collection actions were filed against Mr. Coyle in 2023–2024, each dismissed without prejudice when the plaintiffs were unable to accomplish service. Despite repeated requests over an extended period, no certificate of insurance for the licensed premises was provided until June 2026 — and the certificate provided reflects that coverage was first obtained in late May 2026,

meaning the licensed premises operated without insurance until weeks before this objection. Finally, the licensee has made no payments to Theresa Favero under the 2013 contract concerning the buildings since 2023 — nonpayment that is among the subjects of the pending civil action. The objector's interest in that action is disclosed here for completeness; the grounds stated in this objection are regulatory, arise from the applicant's own concessions to AMCO, and exist independent of any outcome in that litigation.

REQUEST FOR RELIEF.

For the reasons above, the objector respectfully requests that the Board:

1. Deny renewal of Licenses #10112 and #10113 pursuant to 3 AAC 306.080(b)(5);
2. In the alternative, calendar these applications for consideration at a full Board meeting, with the opportunity for oral testimony, rather than permitting administrative renewal; and
3. Require the applicant to produce current, adequate proof of right to possession of the licensed premises under 3 AAC 306.035 before any further action on these applications.

Respectfully submitted,

Lisa Favero

_____

Lisa Favero, Attorney-in-Fact for Theresa Favero

[redacted]

CERTIFICATE OF SERVICE

I certify that on September 16, 2026, a true and correct copy of this Statement of Reasons was served on each of the following by U.S. certified mail, return receipt requested, and additionally by email where an email address is indicated, as required by 3 AAC 306.065:

- Marijuana Control Board, c/o Alcohol & Marijuana Control Office, 550 W. 7th Ave., Suite 1600, Anchorage, AK 99501; and by email to marijuana.licensing@alaska.gov
- Applicant SP&C Enterprises, LLC, d/b/a The Great Alaska Bud Company, c/o its counsel of record, Jana Weltzin, JDW Counsel, JDW Counsel, 901 Photo Avenue, 2nd Floor, Anchorage, AK 99503
- City of Fairbanks, Office of the City Clerk, 800 Cushman St, Fairbanks, AK 99701
- Fairbanks North Star Borough, Office of the Borough Clerk, 907 Terminal Street Fairbanks, AK 99701

_____

Lisa Favero

Audit trail

Details

FILE NAME	Statement_of_Reasons_Objection_10112_10113 - 9/16/26, 1:4[redacted]PM
STATUS	Signed
STATUS TIMESTAMP	2026/09/16 20:51:22 UTC

Activity

SENT	[redacted] **sent** a signature request to: • Lisa Favero[redacted]	2026/09/16 20:49:55 UTC
SIGNED	**Signed** by Lisa Favero[redacted]	2026/09/16 20:51:22 UTC
COMPLETED	This document has been signed by all signers and is **complete**	2026/09/16 20:51:22 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.

Scott Bothwell
[redacted]
Fairbanks, Alaska 99712
[redacted] • [redacted]

Oct 1, 2026

Marijuana Control Board
c/o Alcohol & Marijuana Control Office
550 W. 7th Ave., Suite 1600
Anchorage, AK 99501

Re: Objection under 3 AAC 306.065 to renewal of Marijuana Establishment Licenses #10112 and #10113 — SP&C Enterprises, LLC, d/b/a The Great Alaskan Bud Company, 1905 Livengood Avenue, Fairbanks 99701

Dear Members of the Marijuana Control Board:

I am a Fairbanks resident. I have no business relationship with this licensee and no financial stake in whether these licenses are renewed. I am writing to object to the renewal of the licenses above because of what this business did to me this year, and because I believe the way it operates should matter to you when you decide whether to renew its licenses.

The licensed premises is at 1905 Livengood Avenue. The lot next to it, 1901 Livengood Avenue, belongs to someone else — it is controlled by Theresa Favero. I have observed the marijuana business using that neighboring lot as if it were its own for customer parking, storage of equipment and materials, and dumping. I have also witnessed an operator of the marijuna business physically trespassing on the 1901 Livengood property and actively destroying material items belonging to Theresa Favero.

On January 29, 2026, the property owner's attorney sent a cease-and-desist letter requiring the business and its people to be off the 1901 lot by February 12, 2026. They did not stop using it. On February 19 and 20, Veronica Coyle, wife of the Licensee and an operator of the business, was told face-to-face that she had no right to use or occupy that lot. Coyle was also later formally trespassed from the 1901 Lot by Fairbanks police on March 4, 2026.

On February 24, 2026, I parked my car — a 2011 Ford Escape — on the 1901 lot with the express permission of the property owner. "No Trespassing" signs had been posted on the lot; I personally

witnessed Ms. Coyle tearing them down. On or about February 26, Ms. Coyle had my car towed. When police responded, they advised her that she could only have a vehicle removed if she had rights to the property — which she did not. She had it towed anyway. Law enforcement did not order the tow.

The towing company never notified me until March 12, when it demanded payment and threatened a lien on my vehicle, with storage fees accruing at $40 per day. To get my own car back, I ultimately had to pay $1,860 on April 2, 2026 — for a tow from a lot I had every right to park on, ordered by a person with no right to order it..

There is one more thing I think important for you to know. Months after these events, Shawn Coyle petitioned the court for a stalking protective order against me, alleging among other things that I had threatened his daughter while I was posting no-trespassing signs. The court denied the petition (Case No. 4FA-26-00233CI, 5-7-26). I note that everything I did took place on the 1901 lot — I was never on the licensed premises at 1905 — yet the petition described my presence and the signs as interference with "1905 Livengood." That says something in itself: This licensee treats the neighboring property as part of its business. I raise the petition because it shows how this licensee responds to a member of the public who objects to its conduct. They do not address their own conduct, but file against the person. I understand others connected with this property have experienced similar filings, likewise unsuccessful.

In fairness, I should disclose that I have a small claims action pending in the Fairbanks District Court (Case No. 4FA-26-00080) against Veronica Coyle and the towing company over the tow. And the permission I had to park on the 1901 lot came from Theresa Favero, who I understand has her own dispute with this licensee. I am not part of that dispute. What I describe here happened to me directly, and I would say it regardless of anyone else's objection.

This licensee's operation did not stay within its licensed premises. It treated a neighboring property it had no rights to as part of its business — and when the actual owner formally demanded it stop, it kept going. When a member of the public parked there with the owner's permission, the response was to have his car taken. A licensee that disregards property boundaries, formal legal demands, and police guidance in the ordinary course of its operations is not operating in a manner consistent with the public interest your licensing decisions are meant to protect.

I ask the Board to deny renewal of Licenses #10112 and #10113, or at minimum to consider these applications at a full Board meeting rather than renewing them without Board review. I am willing to testify to everything in this letter.

Copies of this letter are being sent by certified mail to the applicant, care of its counsel of record (Jana Weltzin, JDW Counsel, 901 Photo Avenue, 2nd Floor, Anchorage, AK 99503), to the City of Fairbanks (Office of the City Clerk, 800 Cushman St, Fairbanks, AK 99701), and to the Fairbanks

North Star Borough (Office of the Borough Clerk, 907 Terminal Street Fairbanks, AK 99701), as required by 3 AAC 306.065.

Sincerely,

Scott Bothwell

Rcvd by DB 10-16-2026

STATEMENT OF REASONS FOR OBJECTION TO RENEWAL

Submitted pursuant to 3 AAC 306.065

To:
Alaska Marijuana Control Board
c/o Alcohol & Marijuana Control Office
550 W. 7th Avenue, Suite 1600
Anchorage, AK 99501

Re: Objection to Renewal of Marijuana Establishment Licenses #10112 and #10113

Licensee: SP&C Enterprises, LLC
DBA: The Great Alaskan Bud Company (GABCO)
Designated Licensee: Shawn Patrick Coyle
Licensed Premises: 1905 Livengood Avenue, Fairbanks, Alaska 99701
Renewal Period: 2026–2027

Objector: Marcey Luther, Individual and Former CEO of FSE, Inc., d/b/a Good Titrations
Date: October 13, 2026

STATEMENT OF OBJECTION

I, Marcey Luther, respectfully submit this formal objection in my individual capacity to the renewal of marijuana establishment licenses #10112 and #10113, held by SP&C Enterprises, LLC, doing business as The Great Alaskan Bud Company, under the direction of Shawn Patrick Coyle.

I previously served as Chief Executive Officer of FSE, Inc., doing business as Good Titrations, a formerly licensed Alaska marijuana business. During my tenure, I had direct knowledge of business transactions, financial obligations, and correspondence involving The Great Alaskan Bud Company.

This objection is submitted based on my personal knowledge and professional experience. I am not submitting this objection on behalf of FSE, Inc., nor am I representing the dissolved company in any official capacity.

My concerns arise from repeated discrepancies in financial accounting, the failure to resolve documented commercial obligations, and the resulting financial harm experienced by Good Titrations.

These circumstances raise questions regarding financial accountability, the accuracy of business records, and the licensee's conduct within Alaska's regulated marijuana industry.

GROUND ONE: REPEATED DISCREPANCIES AND MISREPRESENTATION OF FINANCIAL RECORDS

During the course of business between Good Titrations and The Great Alaskan Bud Company, an outstanding financial obligation exceeding $8,000 accumulated.

Rather than resolving this obligation, Shawn Coyle repeatedly provided revised accounting figures and documentation that Good Titrations determined did not accurately reflect the underlying transactions or amounts owed.

These discrepancies were not isolated. They arose repeatedly during efforts to reconcile the account and obtain payment.

The shifting financial representations complicated reconciliation efforts and prevented a straightforward resolution of the outstanding obligation.

Good Titrations maintained accounting records supporting the debt and attempted to address the discrepancies through direct correspondence.

The repeated presentation of inconsistent financial information raises concerns regarding the reliability of the licensee's business records and financial representations.

GROUND TWO: FAILURE TO ADDRESS DOCUMENTED FINANCIAL OBLIGATIONS

Despite repeated efforts by Good Titrations to reconcile the account and obtain payment, The Great Alaskan Bud Company failed to satisfy the outstanding balance.

When efforts to resolve the accounting discrepancies proved unsuccessful, Good Titrations pursued collection through additional correspondence, including a formal demand letter.

These communications ultimately went unanswered.

The licensee's failure to meaningfully engage in resolution efforts left Good Titrations without payment for a legitimate commercial obligation.

This conduct raises questions regarding the licensee's financial accountability and business practices.

GROUND THREE: FINANCIAL HARM TO ANOTHER ALASKA MARIJUANA BUSINESS

Good Titrations subsequently ceased operations following a period of significant financial difficulty.

The outstanding debt owed by The Great Alaskan Bud Company was one of multiple unpaid commercial obligations that contributed to the company's financial challenges.

Although this debt was not the sole cause of the closure, its nonpayment deprived Good Titrations of revenue owed for completed business transactions.

The financial stability of Alaska's regulated marijuana industry depends in part on licensees conducting business in good faith, maintaining accurate records, and honoring legitimate commercial obligations.

When one licensee repeatedly disputes documented obligations through inconsistent accounting representations and subsequently refuses to engage in resolution efforts, the resulting financial harm can extend beyond the immediate parties.

REQUEST FOR BOARD REVIEW

I recognize that a private commercial debt, standing alone, does not necessarily establish grounds for denial of a marijuana establishment license renewal.

However, the circumstances surrounding this obligation warrant further examination, particularly the repeated discrepancies in accounting representations and the failure to respond to documented attempts at resolution.

I respectfully request that the Marijuana Control Board:

1. Accept this objection as part of the formal renewal record for licenses #10112 and #10113.
2. Refer the renewal applications for Board-level consideration rather than administrative renewal, as applicable under 3 AAC 306.065.
3. Review the reported accounting discrepancies and related correspondence to determine whether the conduct raises concerns under applicable marijuana licensing regulations.
4. Permit me to provide supporting documentation and oral testimony concerning these transactions, if requested or required.
5. Consider whether additional investigation is warranted before acting on the renewal applications.

SUPPORTING DOCUMENTATION

The concerns outlined in this objection are based on my firsthand knowledge of business transactions, accounting discrepancies, and collection efforts undertaken during my tenure as CEO of Good Titrations.

Relevant documentation includes financial records, invoices, accounts receivable reports, correspondence, accounting statements, and a formal demand letter.

Following the closure and dissolution of FSE, Inc., the company's financial records and accounts have undergone consolidation and administrative changes, making immediate retrieval of certain historical documentation more complicated.

I am willing to cooperate with the Marijuana Control Board and provide available supporting documentation upon request or as required during its review of this objection. Additional time may be necessary to locate and retrieve specific records due to the circumstances surrounding the company's closure.

This objection is submitted in good faith based on my direct involvement in the matters described and my knowledge of the underlying transactions.

CONCLUSION

This objection is not submitted merely because a commercial debt remains unpaid.

It is submitted because the circumstances surrounding that debt raise legitimate questions about the licensee's financial representations, accounting practices, and responsiveness to documented business obligations.

As a former executive within Alaska's regulated marijuana industry, I understand the importance of accountability, accurate financial reporting, and responsible business conduct.

I believe the circumstances described warrant consideration by the Marijuana Control Board before renewal of these licenses.

I respectfully request that the Board review these concerns and determine whether further investigation or other regulatory action is appropriate.

Respectfully submitted,

Marcey Luther
Individual Objector
Former Chief Executive Officer
FSE, Inc., d/b/a Good Titrations

[redacted]

Fairbanks, AK 99712
[redacted]

CERTIFICATE OF SERVICE

I certify that on Oct 13, 2026, a true and correct copy of this Statement of Reasons for Objection to Renewal was served upon the following:

Alaska Marijuana Control Board
c/o Alcohol & Marijuana Control Office
550 W. 7th Avenue, Suite 1600
Anchorage, AK 99501
Email: marijuana.licensing@alaska.gov

SP&C Enterprises, LLC
d/b/a The Great Alaskan Bud Company
Attn: Shawn Patrick Coyle
1905 Livengood Avenue
Fairbanks, AK 99701

Method of Service: Mail

Date of Service: 10/13/2026

Marcey Luther

Marcey Luther

WRITTEN COMMENT TO THE ALASKA MARIJUANA CONTROL BOARD

Regular Meeting — June 24, 2026 — Fairbanks

RE: Lack of Current Right to Possession of Licensed Premises — Licenses #10112 & #10113, The Great Alaska Bud Company, 1905 Livengood Avenue, Fairbanks

Submitted by: Lisa Favero, Attorney-in-Fact for Theresa Favero, pursuant to Durable Power of Attorney dated 1/26/2026

THE ISSUE

This licensee currently has no documented right to possess his licensed premises. 3 AAC 306.015(c) requires that right "at all times." That requirement is not being met, and is not contingent on the outcome of unrelated civil litigation.

UNDISPUTED TIMELINE

- Property context: The land at 1905 Livengood Avenue is subject to a long-term lease from the Alaska Railroad Corporation. That lease was held by P.S. & C. Products, Inc.; Theresa Favero now holds those lease rights as successor to P.S. & C. Products, Inc. A separate 2013 contract between P.S. & C. Products, Inc. and Mr. Coyle concerns the buildings and improvements only; it does not convey, assign, or transfer any interest in the Railroad lease.
- 2016: To satisfy 3 AAC 306.020(b)(9) for his original license, Shawn Coyle submitted a sublease from P.S. & C. Products, Inc. for the underlying land at 1905 Livengood Avenue, with a stated five-year term. This sublease — not the building contract — was the document submitted to AMCO to establish his right to possession.
- **January 9, 2021:** The sublease expired by its own terms. It has never been renewed or replaced.
- **March 26, 2026:** AMCO Investigator Cordell Murray formally notified Mr. Coyle that the sublease had expired and demanded "an updated sublease or other proof of right, title, or interest," due April 6, 2026, warning that failure "may result in licensing action."
- **April 6, 2026:** Deadline passes without compliance. Mr. Coyle is granted additional time.
- **April 13, 2026:** Rather than produce updated proof, Mr. Coyle's attorney responds in writing. That letter does not claim a new lease or deed exists — it confirms none does — and asks AMCO to defer action pending a separate civil lawsuit, 4FA-25-02241CI.
- **June 4, 2026:** AMCO Director Kevin Richard confirms in writing that AMCO will not initiate licensing action "at this time," based on agency counsel's advice to wait for resolution of the civil suit.

WHY THE CIVIL SUIT DOES NOT RESOLVE THIS

The civil suit concerns the separate 2013 building contract — not the land sublease. Mr. Coyle's original 2016 license application relied solely on the land sublease, not the building contract, to satisfy AMCO's possession requirement. The sublease's expiration is undisputed by any party, including Mr. Coyle's own counsel.

Even a fully favorable outcome for Mr. Coyle in the civil case could not cure the regulatory deficiency. The underlying land is subject to a long-term lease from the Alaska Railroad Corporation, the rights to which are now held by Theresa Favero as successor to P.S. & C. Products, Inc. — rights Mr. Coyle has never held and that the building contract does not convey. Any ruling on the building contract leaves the Railroad lease entirely untouched. To satisfy 3 AAC 306.020(b)(9), Mr. Coyle would need either a new sublease from Theresa Favero as successor to P.S. & C. Products, Inc., or a direct lease from the Alaska Railroad Corporation. He has neither.

GOVERNING AUTHORITY

- **3 AAC 306.015(c):** a marijuana establishment "must have a right to possession of its licensed premises at all times."
- **3 AAC 306.020(b)(9):** an application must include "the title, lease, or other documentation showing the applicant's…right to possession" of the premises.
- **3 AAC 306.035:** a renewal applicant must, upon request, "provide adequate proof of right to possession of the licensed premises" and certify the application "true, correct, and complete."
- **AS 17.38.150 & MCB Delegation 2017-05-15a:** the Director's authority to renew a license administratively applies only where there is no local government protest, public objection, or notice of violation in the past year. A timely objection requires Board-level review.

ADDITIONAL RECORD (AMCO/DOR RECORDS)

- **2020:** License #10112 received an AMCO Notice of Violation for marijuana excise tax delinquency (MCB agenda, Oct. 28–29, 2020, Tab 42).
- Separately, borough records show the 2025 property tax installment on this parcel went unpaid by Mr. Coyle and was paid by the deed holder, Theresa Favero; seven creditor collection suits were also filed against Mr.

Coyle in 2023–2024 (case numbers on file with AMCO), each dismissed without prejudice for failure of service.

REQUESTED BOARD ACTION

1. Confirm that the “at all times” requirement of 3 AAC 306.015(c) applies now, independent of the pending civil litigation.
2. Direct that, upon the filing of a timely written objection to the 2026–2027 renewal application, this matter be calendared for a full Board hearing rather than resolved administratively.

Contact: Lisa Favero • [redacted] • [redacted]

STATEMENT OF REASONS FOR OBJECTION TO RENEWAL

Submitted pursuant to 3 AAC 306.065

To:
Alaska Marijuana Control Board
c/o Alcohol & Marijuana Control Office
550 W. 7th Avenue, Suite 1600
Anchorage, AK 99501

Re: Objection to Renewal of Marijuana Establishment Licenses #10112 and #10113

Licensee: SP&C Enterprises, LLC
DBA: The Great Alaskan Bud Company (GABCO)
Designated Licensee: Shawn Patrick Coyle
Licensed Premises: 1905 Livengood Avenue, Fairbanks, Alaska 99701
Renewal Period: 2026–2027

Objector: Marcey Luther, Individual and Former CEO of FSE, Inc., d/b/a Good Titrations
Date: October 13, 2026

STATEMENT OF OBJECTION

I, Marcey Luther, respectfully submit this formal objection in my individual capacity to the renewal of marijuana establishment licenses #10112 and #10113, held by SP&C Enterprises, LLC, doing business as The Great Alaskan Bud Company, under the direction of Shawn Patrick Coyle.

I previously served as Chief Executive Officer of FSE, Inc., doing business as Good Titrations, a formerly licensed Alaska marijuana business. During my tenure, I had direct knowledge of business transactions, financial obligations, and correspondence involving The Great Alaskan Bud Company.

This objection is submitted based on my personal knowledge and professional experience. I am not submitting this objection on behalf of FSE, Inc., nor am I representing the dissolved company in any official capacity.

My concerns arise from repeated discrepancies in financial accounting, the failure to resolve documented commercial obligations, and the resulting financial harm experienced by Good Titrations.

These circumstances raise questions regarding financial accountability, the accuracy of business records, and the licensee's conduct within Alaska's regulated marijuana industry.

GROUND ONE: REPEATED DISCREPANCIES AND MISREPRESENTATION OF FINANCIAL RECORDS

During the course of business between Good Titrations and The Great Alaskan Bud Company, an outstanding financial obligation exceeding $8,000 accumulated.

Rather than resolving this obligation, Shawn Coyle repeatedly provided revised accounting figures and documentation that Good Titrations determined did not accurately reflect the underlying transactions or amounts owed.

These discrepancies were not isolated. They arose repeatedly during efforts to reconcile the account and obtain payment.

The shifting financial representations complicated reconciliation efforts and prevented a straightforward resolution of the outstanding obligation.

Good Titrations maintained accounting records supporting the debt and attempted to address the discrepancies through direct correspondence.

The repeated presentation of inconsistent financial information raises concerns regarding the reliability of the licensee's business records and financial representations.

GROUND TWO: FAILURE TO ADDRESS DOCUMENTED FINANCIAL OBLIGATIONS

Despite repeated efforts by Good Titrations to reconcile the account and obtain payment, The Great Alaskan Bud Company failed to satisfy the outstanding balance.

When efforts to resolve the accounting discrepancies proved unsuccessful, Good Titrations pursued collection through additional correspondence, including a formal demand letter.

These communications ultimately went unanswered.

The licensee's failure to meaningfully engage in resolution efforts left Good Titrations without payment for a legitimate commercial obligation.

This conduct raises questions regarding the licensee's financial accountability and business practices.

GROUND THREE: FINANCIAL HARM TO ANOTHER ALASKA MARIJUANA BUSINESS

Good Titrations subsequently ceased operations following a period of significant financial difficulty.

The outstanding debt owed by The Great Alaskan Bud Company was one of multiple unpaid commercial obligations that contributed to the company's financial challenges.

Although this debt was not the sole cause of the closure, its nonpayment deprived Good Titrations of revenue owed for completed business transactions.

The financial stability of Alaska's regulated marijuana industry depends in part on licensees conducting business in good faith, maintaining accurate records, and honoring legitimate commercial obligations.

When one licensee repeatedly disputes documented obligations through inconsistent accounting representations and subsequently refuses to engage in resolution efforts, the resulting financial harm can extend beyond the immediate parties.

REQUEST FOR BOARD REVIEW

I recognize that a private commercial debt, standing alone, does not necessarily establish grounds for denial of a marijuana establishment license renewal.

However, the circumstances surrounding this obligation warrant further examination, particularly the repeated discrepancies in accounting representations and the failure to respond to documented attempts at resolution.

I respectfully request that the Marijuana Control Board:

1. Accept this objection as part of the formal renewal record for licenses #10112 and #10113.
2. Refer the renewal applications for Board-level consideration rather than administrative renewal, as applicable under 3 AAC 306.065.
3. Review the reported accounting discrepancies and related correspondence to determine whether the conduct raises concerns under applicable marijuana licensing regulations.
4. Permit me to provide supporting documentation and oral testimony concerning these transactions, if requested or required.
5. Consider whether additional investigation is warranted before acting on the renewal applications.

SUPPORTING DOCUMENTATION

The concerns outlined in this objection are based on my firsthand knowledge of business transactions, accounting discrepancies, and collection efforts undertaken during my tenure as CEO of Good Titrations.

Relevant documentation includes financial records, invoices, accounts receivable reports, correspondence, accounting statements, and a formal demand letter.

Following the closure and dissolution of FSE, Inc., the company's financial records and accounts have undergone consolidation and administrative changes, making immediate retrieval of certain historical documentation more complicated.

I am willing to cooperate with the Marijuana Control Board and provide available supporting documentation upon request or as required during its review of this objection. Additional time may be necessary to locate and retrieve specific records due to the circumstances surrounding the company's closure.

This objection is submitted in good faith based on my direct involvement in the matters described and my knowledge of the underlying transactions.

CONCLUSION

This objection is not submitted merely because a commercial debt remains unpaid.

It is submitted because the circumstances surrounding that debt raise legitimate questions about the licensee's financial representations, accounting practices, and responsiveness to documented business obligations.

As a former executive within Alaska's regulated marijuana industry, I understand the importance of accountability, accurate financial reporting, and responsible business conduct.

I believe the circumstances described warrant consideration by the Marijuana Control Board before renewal of these licenses.

I respectfully request that the Board review these concerns and determine whether further investigation or other regulatory action is appropriate.

Respectfully submitted,

Marcey Luther
Individual Objector
Former Chief Executive Officer
FSE, Inc., d/b/a Good Titrations

466 Alexander Ave

Fairbanks, AK 99712
smurfiee1979@gmail.com
907-799-5385

CERTIFICATE OF SERVICE

I certify that on Oct 13, 2026, a true and correct copy of this Statement of Reasons for Objection to Renewal was served upon the following:

Alaska Marijuana Control Board
c/o Alcohol & Marijuana Control Office
550 W. 7th Avenue, Suite 1600
Anchorage, AK 99501
Email: marijuana.licensing@alaska.gov

SP&C Enterprises, LLC
d/b/a The Great Alaskan Bud Company
Attn: Shawn Patrick Coyle
1905 Livengood Avenue
Fairbanks, AK 99701

Method of Service: Mail

Date of Service: 10/13/2026

Marcey Luther

Marcey Luther

EXHIBIT INDEX

SP&C Enterprises, LLC d/b/a The Great Alaskan Bud Company

2026-2027 Renewal Objections | Licenses #10112 and #10113

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Exhibit C includes selected nonblank tax records for 1901 Livengood, in addition to 1905 Livengood. This index includes the signed 2013 building Contract for Sale and Conveyance as Exhibit N.

EXHIBIT A

ARRC authorization and ground-lease supplement (May 2016)

ALASKA
RAILROAD

Real Estate Department
Telephone: (907)265-2617
Fax Number: (907)265-2450
Email: 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,

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 Coyle (owner)

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 17th day of June, 2016.
Thomas Favero, Leasor: Thomas Favero Leasor

NOTARY ACKNOWLEDGEMENT

STATE OF ~~ALASKA,~~ Missouri County of Jasper ~~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.

~~Notary Public~~

Notary Public
Title

My commission expires 9-7-18

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

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

Supplement No. 2 to
ARRC Contract No. 3463

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.

Notary Public
KELLYAN TAYLOR
State of Alaska
My Commission Expires Nov. 7, 2017

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

STATE OF ~~ALASKA~~ Missouri)
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.

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

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

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

EXHIBIT B

2022-2023 renewal materials; sublease, handwritten extension, and 2017 amendment

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

Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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:	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:	1) MJ20 2) MJ20-a 3) Proof of Possession 4) Entity Documents

OFFICE USE ONLY					
Received Date:		Payment Submitted Y/N:		Transaction #:	

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

Alaska Marijuana Control Board

Form MJ-20: 2022-2023 Renewal Application Certifications

Why is this form needed?

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

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

Section 1 – Establishment Information

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

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

Section 2 – Individual Information

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

Name:	Shawn Coyle
Title:	Owner

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:	Initials
I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.	SC
I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.	SC
I certify that a notice of violation has **not** been issued for this license between July 1, 2021 and June 30, 2022.	SC

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:	Initials
I have attached a **written explanation** for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).	

Alaska Marijuana Control Board

Form MJ-20: 2022-2023 Renewal Application Certifications

Section 4 – Certifications

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

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

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

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

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

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

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

By initialing this box, I certify I have submitted an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.

If multiple licenses are held, list all license numbers below:

3a-10113

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Shawn Cayle
Printed name of licensee

Signature of licensee

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

Alaska Marijuana Control Board

Form MJ-20a: 2022-2023 Residency Exception

Why is this form needed?

This residency exception may be submitted with a marijuana establishment renewal application for each licensee whose residency status has changed so that the licensee is no longer considered a resident of the state as defined at 3 AAC 306.015(e)(2).

Section 1 – Establishment Information

Enter information for the licensed establishment, 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:**	AK	**ZIP:**	99701

Section 2 – Individual Information

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

Name:	Shawn Coyle
Title:	Owner

Section 3 – Changes to Residency

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

I certify that **my primary residence is in Alaska.** SC

I certify that **I have good cause,** as stated below, **for not meeting the requirements to be a resident of the state** as defined at 3 AAC 306.015(e)(2).

3a-10113

I certify that **the cause of not meeting the requirements to be a resident of the state** as defined at 3 AAC 306.015.(e)(2) **is temporary.**

I anticipate being able to meet the requirements to be a resident of the state as defined at 3 AAC 306.015(e)(2) at the following time:

Form MJ-20a: 2022-2023 Residency Exception

Section 4 – Certifications

Read the statement below, and then sign your initials in the box to the right: Initials

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Shawn Coyle

Printed name of licensee

Signature of licensee

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. 5 yr extension J.F. 01-10-2021

DELAY IN COMMENCEMENT OF SUBLEASE:

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

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

Pg 1 of 3

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

MONTHLY LEASE AMOUNT:

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

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

USE OF PREMISES:

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

CONDITION OF PREMISES:

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

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

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

Smoke Alarms:
No. of Units: 4 **Tested:** ✓ Yes ___ No **Working:** ✓ Yes ___ No

KEYS & REMOTES:	QUANTITY	RECEIVED	RETURNED
Door Keys	2	2	
Mailbox Keys			
Security Cards			
Garage Door Remotes	1	1	
Laundry Room Keys			
Recreational Facilities Keys/Cards			

WASTE, NUISANCE OR UNLAWFUL USE:

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

ATTORNEY'S FEES:

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

Pg 2 of 3

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

REDOCORATION 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 Tom Facemo Office 1-10-2016
(Sublessor Signature) (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) Sharon Coyle Pres. (Dated)
NAME: SP AND C ENTERPRISES LLC
TELEPHONE: 9074794420
Driver's License or ID Number: AK 70625 1 (

Pg 3 & 3

Doc 4

State of Alaska

Rev 133C83F

AMENDMENT TO LEASE AGREEMENT

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

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

1. Amendment 1 is hereby added to the Lease Agreement, and shall read as follows: The Landlord may not Sieze or take possession of Marijuana or Marijuana product on the premises in the case of the landlord taking possession of the property and must contact AMCO for Guidance.

2. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Lease Agreement.

3. Except as expressly modified herein, the Lease Agreement remains unchanged and continues in full force and effect.

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

5 The terms of this Amendment shall be governed by and construed in accordance with the laws of the State of Alaska, without regard to its conflicts of law provisions.

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

PS&C Products leg
Landlord Signature Tom Faward 10/26/17

PS&C Products
Landlord Full Name

Tenant Signature

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

EXHIBIT C

Fairbanks North Star Borough property tax history for 1905 and 1901 Livengood

FAIRBANKS AK 99701-2702	11/03/25	3,941.80	Penalty 78.84
			Title
	FAIRBANKS	2,794.93	Advertise
R'Total.....$ .00	GENERAL GOV	2,241.03	Admin
Payment ....$ .00	EDUCATION	2,708.69	Back Tax
TOTAL DUE...$ .00	SCHOOL BOND	117.87	BILL AMT 7,964.16
Cash .....$	GENGOVT-BND	21.08	
Check .....$			11/06/25 7,964.16
BALANCE.....$ -0.00			NET DUE -0.00

06/09/26 PRODUCTION TAX ROLL 06/25/25 - FAIRBANKS NORTH STAR BOROUGH Page 1
12:52

TAX BILL HISTORY

PAN: 0044202 OWNER: PS & C PRODUCTS INC
DESC: RAILROAD CHENA -A -05 ALASKA RAILROAD CORPORATION
MILL GRP: 011 ARR-CHENA 1905 LIVENGOOD AVE
OWN ACCT: 4350 FAIRBANKS, AK 99701-2702

Bill	Tax	Interest Penalty	NSF/Othe Title	Misc Advertis	Legal Admin	Total	Comment
25-0044202	3,941.80	.00	.00	.00	.00	3,941.80	PAYMENT
		.00	.00	.00	.00		08/29/25
		P&I CALCULATED TO:			09/02/25		
	3,941.80	1.72	.00	.00	.00	4,022.36	PAID
		78.84	.00	.00	.00		11/06/25
		P&I CALCULATED TO:			11/05/25		

DEED: PS & C PRODUCTS INC TAXPAYER: THERESA FAVERO
ALASKA RAILROAD CORPORATION ES 0QQW8GQSA 110525

24-0044202	3,968.35	.00	.00	.00	.00	3,968.35	PAYMENT
		.00	.00	.00	.00		09/03/24
		P&I CALCULATED TO:			09/03/24		
					REFUNDED:	3,968.35	09/16/24
	3,968.35	11.30	30.00	.00	.00	4,208.07	PAID
		198.42	.00	.00	.00		09/16/24
		P&I CALCULATED TO:			09/16/24		
	3,968.35	4.34	.00	.00	.00	4,091.74	PAID
		119.05	.00	.00	.00		11/06/24
		P&I CALCULATED TO:			11/06/24		

DEED: PS & C PRODUCTS INC TAXPAYER: SHAWN COYLE
ALASKA RAILROAD CORPORATION

SP&C | 10112 / 10113

Exhibit C - 001

		.00	.00	.00	.00		08/25/22
		P&I CALCULATED TO:			09/01/22		
	4,411.15	.00	.00	.00	.00	4,411.15	PAID
		.00	.00	.00	.00		10/31/22
		P&I CALCULATED TO:			11/01/22		

DEED: PS & C PRODUCTS INC — TAXPAYER: ALASKA SATELLITE
ALASKA RAILROAD CORPORATION — SHAWN COYLE

21-0044202	4,807.22	.00	.00	.00	.00	4,807.22	PAYMENT
		.00	.00	.00	.00		09/02/21
		P&I CALCULATED TO:			09/01/21		
	4,807.22	.00	.00	.00	.00	4,807.22	PAID
		.00	.00	.00	.00		10/20/21
		P&I CALCULATED TO:			10/20/21		

DEED: PS & C PRODUCTS INC — TAXPAYER: DIGITAL ALASKA
ALASKA RAILROAD CORPORATION — 1905 LIVENGOOD AVE 99701

20-0044202	8,146.11	.00	.00	.00	.00	8,146.11	PAYMENT
		.00	.00	.00	.00		09/01/20
		P&I CALCULATED TO:			09/01/20		
	8,146.11	.00	.00	.00	.00	8,146.11	PAID
		.00	.00	.00	.00		10/30/20
		P&I CALCULATED TO:			11/02/20		
				OVERPAYMENT:		.11	10/30/20
				REFUNDED:		.11	11/13/20

DEED: PS & C PRODUCTS INC — TAXPAYER: SHAWN COYLE
ALASKA RAILROAD CORPORATION — 3161 WEST SAKAI ST
CREDIT WRITE OFF <2.00

19-0044202	8,203.05	.00	.00	.00	.00	8,203.05	PAYMENT
		.00	.00	.00	.00		09/03/19
		P&I CALCULATED TO:			09/03/19		
	4,000.00	.00	.00	.00	.00	4,000.00	PAYMENT
		.00	.00	.00	.00		10/31/19
		P&I CALCULATED TO:			11/01/19		
	4,203.05	75.53	.00	.00	.00	4,488.73	PAID
		210.15	.00	.00	.00		01/22/20
		P&I CALCULATED TO:			01/22/20		

DEED: PS & C PRODUCTS INC — TAXPAYER: COYLE SHAWN
ALASKA RAILROAD CORPORATION — 1905 LIVENGOOD 99701

18-0044202	8,267.45	61.60	.00	.00	.00	8,742.42	PAYMENT
		413.37	.00	.00	.00		10/08/18
		P&I CALCULATED TO:			10/08/18		

SP&C | 10112 / 10113

Exhibit C - 002

DEED: PS & C PRODUCTS INC ALASKA RAILROAD CORPORATION				TAXPAYER: SP & C PRODUCTS INC SAME			
16-0044202	3,965.06	.00	.00	.00	.00	3,965.06	PAYMENT
		.00	.00	.00	.00		08/23/16
		P&I CALCULATED TO:			09/01/16		
—	3,965.06	.00	.00	.00	.00	3,965.06	PAID
		.00	.00	.00	.00		10/25/16
		P&I CALCULATED TO:			11/01/16		
DEED: PS & C PRODUCTS INC ALASKA RAILROAD CORPORATION				TAXPAYER: SP & C ENTERPRISES LLC			
15-0044202	2,555.16	.00	.00	.00	.00	2,555.16	PAYMENT
		.00	.00	.00	.00		08/14/15
		P&I CALCULATED TO:			09/01/15		
	2,555.16	.00	.00	.00	.00	2,555.16	PAID
		.00	.00	.00	.00		08/26/15
		P&I CALCULATED TO:			09/01/15		
DEED: PS & C PRODUCTS INC ALASKA RAILROAD CORPORATION				TAXPAYER: THOMAS FAVERO			
14-0044202	5,014.92	38.47	.00	.00	.00	5,279.06	PAID
		225.67	.00	.00	.00		11/07/14
		P&I CALCULATED TO:			11/07/14		
DEED: PS & C PRODUCTS INC ALASKA RAILROAD CORPORATION				TAXPAYER: ALASKA SATELLITE SALES & SRV			
13-0044202	2,518.25	.00	.00	.00	.00	2,518.25	PAYMENT
		.00	.00	.00	.00		08/22/13
		P&I CALCULATED TO:			09/03/13		
	2,518.25	.00	.00	.00	.00	2,518.25	PAID
		.00	.00	.00	.00		09/16/13
		P&I CALCULATED TO:			11/01/13		
DEED: PS & C PRODUCTS INC ALASKA RAILROAD CORPORATION				TAXPAYER: ALASKA SATELLITE SALES			
12-0044202	5,054.42	.00	.00	.00	.00	5,054.42	PAID
		.00	.00	.00	.00		08/10/12
		P&I CALCULATED TO:			09/04/12		
DEED: PS & C PRODUCTS INC ALASKA RAILROAD CORPORATION				TAXPAYER: ALASKA SATELLITE SALES & SER 1905 LIVENGOOD AVE FBKS			
11-0044202	5,108.76	.00	.00	.00	.00	5,108.76	PAID

09-0044202	2,534.79	.00	.00	.00	.00	2,534.79	PAYMENT
		.00	.00	.00	.00		08/31/09
		P&I CALCULATED TO:			09/01/09		
	2,534.79	.00	.00	.00	.00	2,534.79	PAID
		.00	.00	.00	.00		10/30/09
		P&I CALCULATED TO:			11/02/09		

DEED: PS & C PRODUCTS INC TAXPAYER: ALASKA SATELITE SALES & SERV
ALASKA RAILROAD CORPORATION 1905 LIVENGOOD AVE FBKS

08-0044202	2,477.79	.00	.00	.00	.00	2,477.79	PAYMENT
		.00	.00	.00	.00		08/04/08
		P&I CALCULATED TO:			09/02/08		
	2,477.79	.00	.00	.00	.00	2,477.79	PAID
		.00	.00	.00	.00		10/20/08
		P&I CALCULATED TO:			11/03/08		

DEED: PS & C PRODUCTS INC TAXPAYER: PS & C PRODUCTS INC
ALASKA RAILROAD CORPORATION

07-0044202	5,399.14	.00	.00	.00	.00	5,399.14	PAID
		.00	.00	.00	.00		07/23/07
		P&I CALCULATED TO:			09/04/07		

DEED: PS & C PRODUCTS INC TAXPAYER: PS & C PRODUCTS INC
ALASKA RAILROAD CORPORATION SAME

06-0044202	2,282.52	.00	.00	.00	.00	2,282.52	PAYMENT
		.00	.00	.00	.00		08/17/06
		P&I CALCULATED TO:			09/01/06		
	2,282.52	.00	.00	.00	.00	2,282.52	PAID
		.00	.00	.00	.00		08/30/06
		P&I CALCULATED TO:			09/01/06		

DEED: PS & C PRODUCTS INC TAXPAYER: PS & C PRODUCTS INC
ALASKA RAILROAD CORPORATION

05-0044202	2,227.10	.00	.00	.00	.00	2,227.10	PAYMENT
		.00	.00	.00	.00		08/31/05
		P&I CALCULATED TO:			09/01/05		
	2,227.10	.00	.00	.00	.00	2,227.10	PAID
		.00	.00	.00	.00		10/27/05
		P&I CALCULATED TO:			11/01/05		

DEED: PS & C PRODUCTS INC TAXPAYER: PS & C PRODUCTS INC
ALASKA RAILROAD CORPORATION

				P&I CALCULATED TO:	09/02/03		
	2,252.19	.00	.00	.00	.00	2,252.19	PAID
		.00	.00	.00	.00		11/04/03
				P&I CALCULATED TO:	11/03/03		

DEED: PS & C PRODUCTS INC — TAXPAYER: PS & C PRODUCTS INC
ALASKA RAILROAD CORPORATION — Batch #: 0023

02-0044202	2,254.47	.00	.00	.00	.00	2,254.47	PAYMENT
		.00	.00	.00	.00		09/05/02
				P&I CALCULATED TO:	09/03/02		
	2,254.47	.00	.00	.00	.00	2,254.47	PAID
		.00	.00	.00	.00		11/01/02
				P&I CALCULATED TO:	11/01/02		

DEED: PS & C PRODUCTS INC — TAXPAYER: PS & C PRODUCTS INC
ALASKA STATE OF RAILROAD — Batch #: 0018

01-0044202	2,265.36	.00	.00	.00	.00	2,265.36	PAYMENT
		.00	.00	.00	.00		09/06/01
				P&I CALCULATED TO:	09/04/01		
	2,265.36	.00	.00	.00	.00	2,265.36	PAID
		.00	.00	.00	.00		10/31/01
				P&I CALCULATED TO:	11/01/01		

DEED: PS & C PRODUCTS INC — TAXPAYER: PS & C PRODUCTS INC
ALASKA STATE OF RAILROAD

00-0044202	2,246.00	.00	.00	.00	.00	2,246.00	PAYMENT
		.00	.00	.00	.00		09/06/00
				P&I CALCULATED TO:	09/01/00		
	2,246.54	.00	.00	.00	.00	2,246.60	PAYMENT
		.06	.00	.00	.00		11/02/00
				P&I CALCULATED TO:	11/01/00		
	.60	.00	.00	.00	.00	.60	PAID
		.00	.00	.00	.00		11/03/00
				P&I CALCULATED TO:	11/01/00		

DEED: PS & C PRODUCTS INC — TAXPAYER: PS & C PRODUCTS INC
ALASKA STATE OF RAILROAD
WRITE OFF UNDER 2.00

99-0044202	1,403.53	.00	.00	.00	.00	1,403.53	PAYMENT
		.00	.00	.00	.00		08/30/99
				P&I CALCULATED TO:	09/01/99		
	1,403.53	.00	.00	.00	.00	1,403.53	PAID
		.00	.00	.00	.00		11/02/99
				P&I CALCULATED TO:	11/01/99		

ALASKA STATE OF RAILROAD

97-0044202	2,638.42	.00	.00	.00	.00	2,638.42	PAID
		.00	.00	.00	.00		07/10/97
		P&I CALCULATED TO:			09/02/97		

DEED: PS & C PRODUCTS INC TAXPAYER: PS & C PRODUCTS INC
ALASKA STATE OF RAILROAD

96-0002098	1,068.66	.00	.00	.00	.00	1,068.66	PAYMENT
		.00	.00	.00	.00		09/04/96
		P&I CALCULATED TO:			09/03/96		
	1,068.66	.00	.00	.00	.00	1,068.66	PAID
		.00	.00	.00	.00		10/31/96
		P&I CALCULATED TO:			11/01/96		

DEED: PS & C PRODUCTS INC TAXPAYER: PS & C PRODUCTS INC
ALASKA STATE OF RAILROAD

95-0026769	1,090.24	.00	.00	.00	.00	1,090.24	PAYMENT
		.00	.00	.00	.00		08/30/95
		P&I CALCULATED TO:			00/00/00		
	1,090.24	.00	.00	.00	.00	1,090.24	PAID
		.00	.00	.00	.00		11/01/95
		P&I CALCULATED TO:			11/01/95		

DEED: PS & C PRODUCTS INC TAXPAYER: PS & C PRODUCTS INC

94-0026712	981.45	.00	.00	.00	.00	981.45	PAYMENT
		.00	.00	.00	.00		08/31/94
		P&I CALCULATED TO:			00/00/00		
	981.45	.00	.00	.00	.00	981.45	PAID
		.00	.00	.00	.00		11/01/94
		P&I CALCULATED TO:			00/00/00		

DEED: PS & C PRODUCTS INC TAXPAYER: PS & C PRODUCTS INC

ALL YEARS	.00	.00	.00	.00	.00	.00	NET DUE
		.00	.00	.00	.00		

Tue Jun 9 12:56	P R O P E R T Y T A X P R O C E S S I N G PRODUCTION TAX ROLL 06/15/25 - FAIRBANKS NORTH STAR BOROUGH			TAX BILL HISTORY
Year Bill TypStMF (25)0044211 DRRY	PAN 0044211 RAILROAD CHENA -A	Mill 16.453 -06	Group 011 Exempt	FMV 21,472 Net 21,472

OWNER ACCOUNT 62451		CURRENT YEAR TAXES			
FAVERO TOM ALASKA RAILROAD CORPORATION 1905 LIVENGOOD AVE FAIRBANKS AK 99701-2702		Interest Date 11/03/25 09/02/25 11/03/25 FAIRBANKS GENERAL GOV EDUCATION SCHOOL BOND GENGOVT BND	176.63 176.63 125.24 100.42 121.38 5.28 .94	ORIG DUE Interest NSF/Other Misc Legal Penalty Title Advertise Admin Back Tax BILL AMT	353.26 353.26
R'Total.....$ Payment ....$ TOTAL DUE...$ Cash .....$ Check .....$ BALANCE.....$	.00 .00 .00 -0.00			11/04/25 NET DUE	353.26 -0.00

06/09/26 PRODUCTION TAX ROLL 06/15/25 - FAIRBANKS NORTH STAR BOROUGH Page 1
12:56

TAX BILL HISTORY

PAN: 0044211 OWNER: FAVERO TOM
DESC: RAILROAD CHENA -A -06 ALASKA RAILROAD CORPORATION
MILL GRP: 011 ARR-CHENA 1905 LIVENGOOD AVE
OWN ACCT: 62451 FAIRBANKS, AK 99701-2702

Bill	Tax	Interest Penalty	NSF/Othe Title	Misc Advertis	Legal Admin	Total	Comment
25-0044211	176.63	.00	.00	.00	.00	176.63	PAYMENT
		.00	.00	.00	.00		08/29/25
		P&I CALCULATED TO:			09/02/25		
	176.63	.00	.00	.00	.00	176.63	PAID
		.00	.00	.00	.00		11/04/25
		P&I CALCULATED TO:			11/03/25		

DEED: FAVERO TOM TAXPAYER: COYLE SHAWN
ALASKA RAILROAD CORPORATION V 11/03/25 403633

24-0044211	188.62	.00	.00	.00	.00	188.62	PAYMENT
		.00	.00	.00	.00		09/03/24
		P&I CALCULATED TO:			09/03/24		
	188.62	.20	.00	.00	.00	194.48	PAID
		5.66	.00	.00	.00		11/06/24
		P&I CALCULATED TO:			11/06/24		

DEED: FAVERO TOM TAXPAYER: FAVERO TOM
ALASKA RAILROAD CORPORATION

23-0044211	200.38	.00	.00	.00	.00	200.38	PAYMENT
		.00	.00	.00	.00		09/01/23
		P&I CALCULATED TO:			09/01/23		

	200.38	.00	.00	.00	.00	200.38	PAID
		.00	.00	.00	.00		10/31/23
		P&I CALCULATED TO:			11/01/23		

DEED: FAVERO TOM
ALASKA RAILROAD CORPORATION

TAXPAYER: SHAWN COYLE

22-0044211	228.18	.00	.00	.00	.00	228.18	PAYMENT
		.00	.00	.00	.00		08/25/22
		P&I CALCULATED TO:			09/01/22		
	228.18	.00	.00	.00	.00	228.18	PAID
		.00	.00	.00	.00		10/31/22
		P&I CALCULATED TO:			11/01/22		

DEED: FAVERO TOM
ALASKA RAILROAD CORPORATION

TAXPAYER: ALASKA SATELLITE
SHAWN COYLE

21-0044211	516.02	.00	.00	.00	.00	516.02	PAID
		.00	.00	.00	.00		07/09/21
		P&I CALCULATED TO:			09/01/21		

DEED: FAVERO TOM
ALASKA RAILROAD CORPORATION

TAXPAYER: FAVERO TOM

20-0044211	536.14	.00	.00	.00	.00	536.14	PAID
		.00	.00	.00	.00		08/06/20
		P&I CALCULATED TO:			09/01/20		

DEED: FAVERO TOM
ALASKA RAILROAD CORPORATION

TAXPAYER: INTERIOR HOMES
1905 LIVENGOOD ANE
FAIRBANKS, AK 99701

19-0044211	559.76	.00	.00	.00	.00	559.76	PAID
		.00	.00	.00	.00		08/12/19
		P&I CALCULATED TO:			09/03/19		

DEED: FAVERO TOM
ALASKA RAILROAD CORPORATION

TAXPAYER: INTERIOR HOMES
1905 LIVENGOOD AVE
FAI AK 99701

18-0044211	578.78	.00	.00	.00	.00	578.78	PAID
		.00	.00	.00	.00		07/13/18
		P&I CALCULATED TO:			09/04/18		

DEED: FAVERO TOM
ALASKA RAILROAD CORPORATION

TAXPAYER: FAVERO TOM

17-0044211	533.42	.00	.00	.00	.00	533.42	PAID
		.00	.00	.00	.00		08/17/17
		P&I CALCULATED TO:			09/01/17		

DEED: FAVERO TOM
ALASKA RAILROAD CORPORATION

TAXPAYER: FAVERO TOM
Batch #: 0003

16-0044211	524.56	.00	.00	.00	.00	524.56	PAID
		.00	.00	.00	.00		07/29/16
		P&I CALCULATED TO:			09/01/16		

DEED: FAVERO TOM
ALASKA RAILROAD CORPORATION

TAXPAYER: FAVERO TOM

15-0044211	542.80	.00	.00	.00	.00	542.80	PAID
		.00	.00	.00	.00		08/10/15
		P&I CALCULATED TO:			09/01/15		

DEED: FAVERO TOM
ALASKA RAILROAD CORPORATION

TAXPAYER: INTERIOR HOMES

14-0044211	541.86	.00	.00	.00	.00	541.86	PAID
		.00	.00	.00	.00		07/03/14
		P&I CALCULATED TO:			09/02/14		

DEED: FAVERO TOM
ALASKA RAILROAD CORPORATION

TAXPAYER: FAVERO TOM
SAME

13-0044211	552.68	.00	.00	.00	.00	552.68	PAID
		.00	.00	.00	.00		08/22/13
		P&I CALCULATED TO:			09/03/13		

DEED: FAVERO TOM
ALASKA RAILROAD CORPORATION

TAXPAYER: ALASKA SATELLITE SALES

12-0044211	562.52	.00	.00	.00	.00	562.52	PAID
		.00	.00	.00	.00		08/10/12
		P&I CALCULATED TO:			09/04/12		

DEED: FAVERO TOM
ALASKA RAILROAD CORPORATION

TAXPAYER: ALASKA SATELLITE SALES & SER
1905 LIVENGOOD AVE FBKS

11-0044211	554.30	.00	.00	.00	.00	554.30	PAID
		.00	.00	.00	.00		08/29/11
		P&I CALCULATED TO:			09/01/11		

DEED: FAVERO TOM
ALASKA RAILROAD CORPORATION

TAXPAYER: ALASKA SATELLITE SALES & SRV
1905 LIVENGOOD AVE FBKS

10-0044211	563.18	.00	.00	.00	.00	563.18	PAID
		.00	.00	.00	.00		07/14/10
		P&I CALCULATED TO:			09/01/10		

DEED: FAVERO TOM
ALASKA RAILROAD CORPORATION

TAXPAYER: ALASKA SATELLITE SALES & SRV

09-0044211	282.18	.00	.00	.00	.00	282.18	PAYMENT
		.00	.00	.00	.00		08/31/09
		P&I CALCULATED TO:			09/01/09		
	282.18	.00	.00	.00	.00	282.18	PAID
		.00	.00	.00	.00		10/30/09
		P&I CALCULATED TO:			11/02/09		

DEED: FAVERO TOM
ALASKA RAILROAD CORPORATION

TAXPAYER: ALASKA SATELITE SALES & SERV
1905 LIVENGOOD AVE FBKS

08-0044211	387.82	.00	.00	.00	.00	387.82	PAID
		.00	.00	.00	.00		08/04/08
		P&I CALCULATED TO:			09/02/08		

DEED: FAVERO TOM
ALASKA RAILROAD CORPORATION

TAXPAYER: FAVERO TOM

07-0044211	425.22	.00	.00	.00	.00	425.22	PAID
		.00	.00	.00	.00		07/23/07
		P&I CALCULATED TO:			09/04/07		

DEED: FAVERO TOM — TAXPAYER: IMH
ALASKA RAILROAD CORPORATION — 1905 LIVENGOOD AVE
FBKS 99701 2702

06-0044211	206.84	.00	.00	.00	.00	206.84	PAYMENT
		.00	.00	.00	.00		08/17/06
		P&I CALCULATED TO:			09/01/06		
	206.84	.00	.00	.00	.00	206.84	PAID
		.00	.00	.00	.00		08/30/06
		P&I CALCULATED TO:			09/01/06		

DEED: FAVERO TOM — TAXPAYER: FAVERO TOM
ALASKA RAILROAD CORPORATION

05-0044211	212.35	.00	.00	.00	.00	212.35	PAYMENT
		.00	.00	.00	.00		08/31/05
		P&I CALCULATED TO:			09/01/05		
	212.35	.00	.00	.00	.00	212.35	PAID
		.00	.00	.00	.00		10/27/05
		P&I CALCULATED TO:			11/01/05		

DEED: FAVERO TOM — TAXPAYER: FAVERO TOM
ALASKA RAILROAD CORPORATION

04-0044211	221.56	.00	.00	.00	.00	221.56	PAYMENT
		.00	.00	.00	.00		09/02/04
		P&I CALCULATED TO:			09/01/04		
	221.56	.00	.00	.00	.00	221.56	PAID
		.00	.00	.00	.00		10/12/04
		P&I CALCULATED TO:			11/01/04		

DEED: FAVERO TOM — TAXPAYER: FAVERO TOM
ALASKA RAILROAD CORPORATION

03-0044211	216.58	.00	.00	.00	.00	216.58	PAYMENT
		.00	.00	.00	.00		09/03/03
		P&I CALCULATED TO:			09/02/03		
	216.58	.00	.00	.00	.00	216.58	PAID
		.00	.00	.00	.00		11/04/03
		P&I CALCULATED TO:			11/03/03		

DEED: FAVERO TOM — TAXPAYER: FAVERO TOM
ALASKA RAILROAD CORPORATION — Batch #: 0023

02-0044211	217.51	.00	.00	.00	.00	217.51	PAYMENT
		.00	.00	.00	.00		09/05/02
		P&I CALCULATED TO:			09/03/02		
	217.51	.00	.00	.00	.00	217.51	PAID
		.00	.00	.00	.00		11/01/02
		P&I CALCULATED TO:			11/01/02		

DEED: FAVERO TOM — TAXPAYER: FAVERO TOM
ALASKA STATE OF RAILROAD — Batch #: 0018

01-0044211	219.28	.00	.00	.00	.00	219.28	PAYMENT
		.00	.00	.00	.00		09/06/01

			P&I CALCULATED TO:		09/04/01		
	219.28	.00	.00	.00	.00	219.28	PAID
		.00	.00	.00	.00		10/31/01
			P&I CALCULATED TO:		11/01/01		

DEED: FAVERO TOM TAXPAYER: FAVERO TOM
ALASKA STATE OF RAILROAD

00-0044211	218.11	.00	.00	.00	.00	218.11	PAYMENT
		.00	.00	.00	.00		09/06/00
			P&I CALCULATED TO:		09/01/00		
	218.11	.00	.00	.00	.00	218.11	PAID
		.00	.00	.00	.00		11/02/00
			P&I CALCULATED TO:		11/01/00		

DEED: FAVERO TOM TAXPAYER: INTERIOR MANUFACTURED HOMES
ALASKA STATE OF RAILROAD

ALL YEARS	=.00	.00	= .00	.00	.00	.00	NET DUE -
		.00	.00	.00	.00		

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[END-OF-FILE] (return)

EXHIBIT D

ARRC payment history attributable to Shawn Coyle through May 29, 2026

Tom Favero (110862)/PS&C Inc (101559) Payment History 2013-2026

Payor Number	Payor Name	G/L Date	Receipt Date	Receipt Number	Receipt Amount	Payment Issuer
101559	PS&C Inc	05/16/2013	05/16/2013	1400	700.00	Alaska Satellite Sales & Service check, signed by Tom Favero
101559	PS&C Inc	06/06/2013	06/06/2013	1404	1,000.00	Alaska Satellite Sales & Service check, signed by Tom Favero
101559	PS&C Inc	09/30/2013	09/30/2013	1440	3,232.92	Alaska Satellite Sales & Service check, signed by Tom Favero
101559	PS&C Inc	01/22/2015	01/22/2015	1002	1,427.16	Wells Fargo Alaska Satellite Sales & Service check, signed by Shawn Coyle
101559	PS&C Inc	04/14/2015	04/14/2015	1581	3,360.00	Alaska Satellite Sales & Service check, signed by Tom Favero
101559	PS&C Inc	03/04/2016	03/04/2016	25037	1,120.00	Digital Alaska check, signed by Shawn Coyle
101559	PS&C Inc	08/29/2016	08/29/2016	1502	840.00	Alaska Satellite Sales & Service check, signed by Tom Favero
101559	PS&C Inc	10/14/2016	10/14/2016	191602699	280.00	Cashier's check from Shawn Coyle
101559	PS&C Inc	12/09/2016	12/09/2016	25298	280.00	Digital Alaska check, signed by Shawn Coyle
101559	PS&C Inc	02/17/2017	02/17/2017	191303263	280.00	Cashier's check from Shawn Coyle
101559	PS&C Inc	04/21/2017	04/21/2017	170402576	1,400.00	Cashier's check from Shawn Coyle
101559	PS&C Inc	06/27/2017	06/27/2017	191603067	560.00	Cashier's check from Shawn Coyle
101559	PS&C Inc	08/28/2017	08/28/2017	191603162	560.00	Cashier's check from Shawn Coyle
101559	PS&C Inc	02/23/2018	02/23/2018	207871853805	1,000.00	Money order from Shawn Coyle
101559	PS&C Inc	02/23/2018	02/23/2018	207871853816	400.00	Money order from Shawn Coyle
101559	PS&C Inc	06/15/2018	06/15/2018	20787189109	560.00	Money order from Shawn Coyle
101559	PS&C Inc	12/21/2018	12/21/2018	IA009928524058	500.00	Bank Transfer from Tom Favero
101559	PS&C Inc	12/24/2018	12/24/2018	IA009934711178	500.00	Bank Transfer from Tom Favero
101559	PS&C Inc	12/28/2018	12/28/2018	IA009943128796	400.00	Bank Transfer from Tom Favero
101559	PS&C Inc	03/14/2019	03/14/2019	IA009900236834	1,120.00	Bank Transfer from Tom Favero
101559	PS&C Inc	08/16/2019	08/16/2019	29986339	280.00	Digital Alaska bank issued check, can't tell who issued
101559	PS&C Inc	09/04/2019	09/04/2019	32335123	560.00	Digital Alaska bank issued check, can't tell who issued
101559	PS&C Inc	10/07/2019	10/07/2019	36194314	560.00	Digital Alaska bank issued check, can't tell who issued
101559	PS&C Inc	11/18/2019	11/18/2019	42028456	600.00	Digital Alaska bank issued check, can't tell who issued
101559	PS&C Inc	01/08/2020	01/08/2020	47885409	300.00	Digital Alaska bank issued check, can't tell who issued
101559	PS&C Inc	02/28/2020	02/28/2020	191604413	300.00	Cashier's check from Shawn Coyle
101559	PS&C Inc	03/31/2020	03/31/2020	25079	300.00	Digital Alaska check, signed by Shawn Coyle
101559	PS&C Inc	06/10/2020	06/10/2020	25080	1,000.00	Digital Alaska check, signed by Shawn Coyle
101559	PS&C Inc	07/13/2020	07/13/2020	25085	300.00	Digital Alaska check, signed by Shawn Coyle
101559	PS&C Inc	08/24/2020	08/24/2020	25090	300.00	Digital Alaska check, signed by Shawn Coyle
101559	PS&C Inc	09/28/2020	09/28/2020	25094	300.00	Digital Alaska check, signed by Shawn Coyle
101559	PS&C Inc	11/02/2020	11/02/2020	25098	300.00	Digital Alaska check, signed by Shawn Coyle
101559	PS&C Inc	12/02/2020	12/02/2020	25102	300.00	Digital Alaska check, signed by Shawn Coyle
101559	PS&C Inc	12/28/2020	12/28/2020	25105	400.00	Digital Alaska check, signed by Shawn Coyle
101559	PS&C Inc	03/03/2021	03/03/2021	25095	300.00	Alaska Satellite check, signed by Shawn Coyle
101559	PS&C Inc	05/28/2021	05/28/2021	25096	1,000.00	Alaska Satellite check, signed by Shawn Coyle
101559	PS&C Inc	07/21/2021	07/21/2021	CC 5SB134WYWWT42	1,000.00	Credit card payment made by Shawn Coyle

Payor Number	Payor Name	G/L Date	Receipt Date	Receipt Number	Receipt Amount	Payment Issuer
101559	PS&C Inc	10/26/2021	10/26/2021	CC N0ZKNQBFP5G72	2,580.00	Credit card payment made by Shawn Coyle
101559	PS&C Inc	04/14/2022	04/14/2022	CC S5D6ATHKEF1ZG	1,500.00	Credit card payment made by Shawn Coyle
101559	PS&C Inc	10/05/2022	10/05/2022	CC YTHERVDD694W4	2,400.00	Credit card payment made by Shawn Coyle
101559	PS&C Inc	05/15/2023	05/15/2023	11	1,800.00	Shawn Coyle check, signed by Shawn Coyle
101559	PS&C Inc	11/17/2023	11/17/2023	25114	900.00	Alaska Satellite check, signed by Shawn Coyle
101559	PS&C Inc	05/23/2024	05/23/2024	CC QSYTCDWPEBD30	500.00	Credit card payment made by Shawn Coyle
101559	PS&C Inc	06/28/2024	06/28/2024	CC Q008R230NW078	1,000.00	Credit card payment made by Shawn Coyle
101559	PS&C Inc	09/20/2024	09/20/2024	191	1,215.00	Shawn Coyle check, signed by Shawn Coyle
101559	PS&C Inc	11/15/2024	11/15/2024	22-0728931501	405.00	Money order from Shawn Coyle
101559	PS&C Inc	12/13/2024	12/13/2024	CC F1D3VBMHVAV1J	1,110.00	Credit card payment made by Shawn Coyle
101559	PS&C Inc	08/18/2025	08/18/2025	CC D08X45JHKAF7E	2,675.00	Credit card payment made by Shawn Coyle
101559	PS&C Inc	01/20/2026	01/20/2026	CC YQ98HHFCNSNMT	2,400.00	Credit card payment made by Shawn Coyle
101559	PS&C Inc	03/20/2026	03/20/2026	325272330000071	405.00	ACH payment made by Shawn Coyle
101559	PS&C Inc	04/03/2026	04/03/2026	325272330000064	405.00	ACH payment made by Shawn Coyle
101559	PS&C Inc	04/17/2026	04/17/2026	325272330000034	405.00	ACH payment made by Shawn Coyle
101559	PS&C Inc	05/01/2026	05/01/2026	325272330000196	405.00	ACH payment made by Shawn Coyle
101559	PS&C Inc	05/06/2026	05/06/2026	1193	60.00	Money order from Shawn Coyle
101559	PS&C Inc	05/15/2026	05/15/2026	325272330000167	405.00	ACH payment made by Shawn Coyle
101559	PS&C Inc	05/29/2026	05/29/2026	325272330000040	405.00	ACH payment made by Shawn Coyle

EXHIBIT E

Witness and incident statements concerning 1901/1905 Livengood

Witness Statement of Jennifer Coyle

Re: Coyle v. Bothwell – Small Claims Matter

Submitted by: Jennifer Coyle **Date:** May 11, 2026

To the Court:

Although my name was not mentioned, some of the accusations in this matter relate to events I personally witnessed. I am submitting this statement to clarify my involvement.

From my own observations, I witnessed ongoing conflict and behavior by **Mr. Scott Bothwell** and **Ms. Lisa Favero** that appeared intended to provoke, escalate, and create unnecessary disputes. The following is a chronological summary of the incidents I personally observed.

Incident on February 19, 2026

At approximately **12:37 p.m.**, I observed Mr. Bothwell and Ms. Favero sitting in a vehicle parked in front of the GABCO retail store at **1901 Livengood Avenue**.

Veronica informed me that the vehicle had been sitting there for an extended period and that it made her uncomfortable. I stepped outside to check whether the occupants needed assistance.

When I approached the vehicle, I asked if they needed help. He said no. I began to explain that the area was private property, but before I could finish, he stated that he was "with the owner." I responded, "Okay."

At that point, **Ms. Favero exited the passenger side** and immediately began recording me with her phone. She told me that I was trespassing and needed to leave the property.

I repeatedly asked Ms. Favero to stop recording me. Instead, she stepped onto the **1905 Livengood** property and continued recording at close range. She then stated that I needed to "start paying my bills" and again accused us of trespassing.

Veronica heard the commotion from inside and came outside. She heard Ms. Favero's statements and saw her recording.

After I again asked Ms. Favero to stop recording, she eventually returned to the vehicle. Before getting inside, she said, **"Watch what I can do,"** which I personally perceived as threatening.

Incident on February 21, 2026

On this date, I observed **Mr. Bothwell** return to the property while putting up a "No Trespassing" sign. During this interaction, he allegedly threatened me while holding a **nail gun**, stating that if I touched his signs or stepped onto the 1901 property, I would "find out what happens." Given the prior incidents, I felt genuinely afraid for my safety.

Incident on February 25–26, 2026

During the night of **February 25**, I became aware that access to the property had been blocked by a vehicle and a large mound of snow. The snow was packed and frozen to the extent that it could not be removed by a plow truck. Due to extreme subzero temperatures, local plow services reportedly could not operate skid steer equipment safely.

As a result, **both entrances were obstructed**, and we were unable to receive a scheduled water delivery for approximately **five days**. The property relies on delivered water and is not connected to city utilities.

Incident on April 19, 2026

At approximately **3:00 p.m.**, I returned to the GABCO property after running an errand and observed that **both exits were blocked by snow**. Video recordings show Favero and Bothwell using a plow truck to block both exits, preventing entry or exit.

Ongoing Behavior

Since our first encounters with Bothwell and Favero, I have personally experienced repeated behavior that I would describe as harassing, intimidating, and escalating in nature. As of **May 11, 2026**, these issues have continued and have caused ongoing fear and concern for our safety.

We also have multiple photographs documenting repeated incidents involving these individuals. I am willing to provide these photographs to the Court upon request.

Additional Context

This situation exists alongside a separate civil matter involving **Mr. Coyle and Ms. Favero.** Although I am not a party to that case, the conduct of Bothwell and Favero has made this situation extremely distressing for us. We are innocent bystanders who have been repeatedly subjected to their behavior.

Closing Statement

I am not submitting this statement out of hostility or retaliation. My intention is solely to provide truthful information based on my firsthand observations and experiences. I respectfully ask the Court to consider this statement as part of the overall context of this matter.

Sincerely, Jennifer Coyle

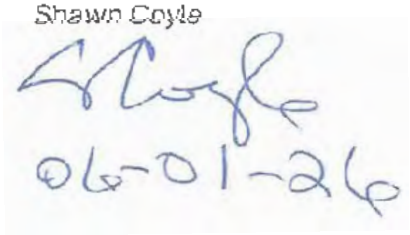
Signature: Jen Coyle Date: 05-11-2026

On Friday, May 1, 2026, Lisa Favero was again observed monitoring my business, and customers, from two locations near my property. At approximately 3pm, Ms. Favero was positioned in the Flowline Inc. parking lot, where she appeared to be watching my business and taking photographs. She remained there for 120 minutes, facing toward my business. Shortly afterward, she was observed again near 1901 Livengood Ave., within roughly 100 feet of my business, where she continued watching, photographing, customers who were entering or leaving my property at 1905 Livengood Ave., Fairbanks, Alaska 99701. Her behavior appeared intentional and directed at my business. Customers noticed her presence and expressed discomfort. Her actions caused me concern for the safety of my business, my employees, and my customers.

I would like request that the Court order the respondent to:

- Stay away from my business located at 1905 Live / Good Ave., Fairbanks, Alaska 99701, including the parking lot, driveway, entrances, and all surrounding areas.
- Stay away from all of my vehicles, whether parked at my business, my home, or anywhere else in the community.
- Stay away from my employees and my family members at all times, including their workplaces, homes, and any public locations.
- Not drive by, circle, or pass by my business, my home, or any location where I am present.
- Not surveil me, my business, my home, my vehicles, my employees, or my family in any way, including sitting in a vehicle nearby, watching from a distance, recording, or monitoring.
- Not approach me anywhere — including my business, my home, public places, or any location where I am present.

Shawn Coyle



Sworn Statement – Incident of June 5, 2026

Date of Incident: June 5, 2026

Time: Sometime after 3:30 p.m.

Location: 1905–1901 Livengood Ave → Phillips Field Rd → Illinois St., Fairbanks, Alaska

Involved Party: Lisa Favero

Statement: I, **Veronica Coyle**, state the following based on my personal knowledge:

On June 5th, 2026, sometime after 3:30 p.m., I was leaving the property at 1905 Livengood Avenue. At that time, I observed Lisa Favero parked in the lot of 1901 Livengood Avenue. I drove past her vehicle and proceeded toward Phillips Field Road.

As I approached Phillips Field Road, I checked my rear-view mirror and saw Favero make a sudden turn-around and begin driving behind me. I continued toward Phillips Field Road and waited for an opening in traffic to make a left turn. A truck with an attached trailer was approaching, and I identified that as my safe opportunity to turn.

Despite the close distance of the oncoming truck, Favero also attempted to make a left turn, cutting off the truck in the process. My 18-month-old grandson was in the vehicle with me at the time, and Favero's driving created a clear safety risk.

After completing the turn, Favero initially followed extremely close behind my vehicle before eventually increasing her distance. Based on her actions and the ongoing pattern of behavior, I believe she was attempting to follow me as another form of intimidation.

I continued driving toward Illinois Street. Favero turned right onto Driveway Street and did not continue following me after that point.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Signature: Veronica Coyle **Date:** 06.15.26

State of AK County of FNSB
The foregoing instrument was acknowledged before me
this 15 day of June, 2026
by Veronica Coyle
Notary Public
My Commission Expires 11/05/2026

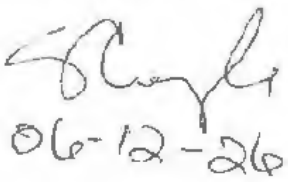
F. ALEXIE
My Commission Expires
NOTARY PUBLIC
November 3, 2026
STATE OF ALASKA

I am writing this statement to attest that again on Wednesday June 10, 2026 and Thursday June 11, 2026 Lisa Favero Was Stalking me as she was observing and surveilling me at 1905 Livengood Ave. from the east parking lot of Quality Sales Foods next to the AKRR Easement between there and 1901 Livengood Ave. in her late model Subaru facing directly angular to 1905 Livengood Ave..

On Thursday June 11, 2026 I left the North parking lot of 1905 Livengood Ave, heading east to Olnes St, turned right and headed south to Phillips Field Rd. when she did a U-turn in reverse and began following my in an exhibitionally aggressive manner as I approached the stop sign and turned left to go to my Lawyers office Rita T. Allee located at 750 8th Ave, Fairbanks, AK 99701.

She continued to aggressively pursue me in her late model Subaru down Phillips Field Rd. down Illinois Ave. and down Cowles St. until I turned Left onto 8th Ave. at which time she slowed her vehicle to a near stop at the middle of the intersection but hesitated to turn left as she realized I was headed to Rita T. Alle's office and then she fled the scene heading S. on Cowles St.

Shawn Coyle
06/12/2026



On Tuesday June 16 2026 at approximately 2:48 pm, Lisa Favero stalked me, Jennifer Coyle, and my family and began parking next to the fence at 1905 Livengood Ave., which has a privacy screen, and walking up and down the fence line and monitoring conversations and our activities inside our property.

I make this statement truthfully and honestly

Jennifer C. Coyle



- Coyle

07.09 2026

June 16, 2026 – 6:06 PM
Roni Belanger Coyle

I was leaving 1905 Livengood Avenue when I noticed a silver vehicle parked in the shrubs along Olnes Street near Triple A Movers. The vehicle caught my attention because it appeared to pull out and catch up to me on Phillips Field Road. As I continued, the silver vehicle followed me while I merged on and off Steese Highway. When I reached University Avenue, the silver vehicle remained behind me and slowed enough to allow a black SUV to position itself between us. At that point, I decided to change my route to determine whether the vehicles were actually following me. Both the silver vehicle and the black SUV continued along my altered route. To confirm my suspicions, I drove to the UAF Police Department. As I turned into the police department parking lot, both vehicles slowly drove past without stopping. I then pulled back out behind them and observed them continue past the student housing area, down the hill and through the roundabout until we reached Geist Road. Both vehicles turned right onto Geist Road, while I turned left and returned to 1905 Livengood Avenue to report the incident to the other owners.



Veronica Belanger

EXHIBIT F

Transaction payment bookkeeping excerpts (bank instrument images excluded)

06/02/2020	Expense		Tom Favero	Favero Coyle 1901 Livengooc	1000
05/18/2020	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
04/30/2020	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
04/01/2020	Expense		Tom Favero	Tom Favero Personal Loan	1000
02/10/2020	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
02/10/2020	Expense		Tom Favero	Favero Coyle 1901 Livengooc	1000
01/14/2020	Expense		Tom Favero	Favero Coyle 1901 Livengooc	300
01/13/2020	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
12/27/2019	Expense		Tom Favero	PS&C SP&C ARRC Sublease	300
12/12/2019	Expense		Tom Favero	Tom Favero Personal Loan	1000
11/12/2019	Expense		Tom Favero	Favero Coyle 1901 Livengooc	300
11/11/2019	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
10/11/2019	Expense		Tom Favero	Favero Coyle 1901 Livengooc	1000
10/11/2019	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
09/12/2019	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
08/12/2019	Expense		Tom Favero	Favero Coyle 1901 Livengooc	1000
07/11/2019	Expense		Tom Favero	Tom Favero Personal Loan	1000
07/11/2019	Expense		Tom Favero	Tom Favero Personal Loan	1000
06/11/2019	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
05/13/19	Expense		Tom Favero	Tom Favero Personal Loan	1000
02/05/2019	Check	25059	Tom Favero	Supplies	952.3
02/05/2019	Check	25060	Tom Favero	PS&C Purchase	3000
01/10/2019	Check	25058	Tom Favero	PS&C Purchase	952.3
07/05/2017	Expense		Tom Favero	Alaska Satellite Purchase	500
06/23/2017	Check		Tom Favero	Alaska Satellite Purchase	2500
05/22/2017	Expense		Tom Favero	Alaska Satellite Purchase	500
05/19/2017	Expense		Tom Favero	Alaska Satellite Purchase	2500
04/27/2017	Expense		Tom Favero	Alaska Satellite Purchase	2000
04/17/2017	Expense		Tom Favero	Alaska Satellite Purchase	2500
04/14/2017	Expense		Tom Favero	Alaska Satellite Purchase	2500
02/21/2017	Expense		Tom Favero	Alaska Satellite Purchase	2000
05/10/2016	Expense		Tom Favero	Alaska Satellite Purchase	2500

Date	Type	No.	Payee	Category	Total
07/05/2022	Expense		Tom Favero	Favero Coyle 1901 Livengooc	1000
07/05/2022	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
05/09/2022	Expense		Tom Favero	Favero Coyle 1901 Livengooc	1000
05/09/2022	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
05/02/2022	Expense		Tom Favero	Favero Coyle 1901 Livengooc	1000
05/02/2022	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
03/16/2022	Expense		Tom Favero	Favero Coyle 1901 Livengooc	1000
03/16/2022	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
02/22/2022	Expense		Tom Favero	Favero Coyle 1901 Livengooc	1000
02/22/2022	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
01/12/2022	Expense		Tom Favero	Favero Coyle 1901 Livengooc	1000
01/10/2022	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
10/25/2021	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
10/25/2021	Expense		Tom Favero	Favero Coyle 1901 Livengooc	1000
09/27/2021	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
09/27/2021	Expense		Tom Favero	Favero Coyle 1901 Livengooc	1000
08/12/2021	Expense		Tom Favero	Favero Coyle 1901 Livengooc	1000
08/12/2021	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
07/13/2021	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
07/13/2021	Expense		Tom Favero	Favero Coyle 1901 Livengooc	1000
05/11/2021	Expense		Tom Favero	Favero Coyle 1901 Livengooc	1000
04/12/2021	Expense		Tom Favero	Favero Coyle 1901 Livengooc	1000
04/12/2021	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
03/18/2021	Expense		Tom Favero	Favero Coyle 1901 Livengooc	1000
03/11/2021	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
02/18/2021	Expense		Tom Favero	Favero Coyle 1901 Livengooc	1000
02/18/2021	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
01/11/2021	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
01/11/2021	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
12/11/2020	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
12/11/2020	Expense		Tom Favero	Favero Coyle 1901 Livengooc	1000
11/12/2020	Expense		Tom Favero	Favero Coyle 1901 Livengooc	1000
11/12/2020	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
10/13/2020	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
10/13/2020	Expense		Tom Favero	Favero Coyle 1901 Livengooc	1000
09/11/2020	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
09/11/2020	Expense		Tom Favero	Favero Coyle 1901 Livengooc	1000
08/11/2020	Expense		Tom Favero	Favero Coyle 1901 Livengooc	1000
08/11/2020	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
07/07/2020	Expense		Tom Favero	Favero Coyle 1901 Livengooc	1000
07/06/2020	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000
06/02/2020	Expense		Tom Favero	PS&C SP&C ARRC Sublease	1000

EXHIBIT G

Veronica Coyle response to Bothwell objection (October 7, 2026)

AMCO Response Letter – Rebuttal to Objection Filed by Scott Bothwell

Date: October 7, 2026

Marijuana Control Board c/o Alcohol & Marijuana Control Office 550 W. 7th Ave., Suite 1600 Anchorage, AK 99501

Re: Response to Objection Filed Under 3 AAC 306.065 Regarding Licenses #10112 and #10113

Dear Members of the Marijuana Control Board,

I am writing to provide a factual response to the objection submitted by Mr. Scott Bothwell regarding the renewal of Marijuana Establishment Licenses #10112 and #10113. His letter contains several inaccuracies and mischaracterizations of events that occurred on the neighboring property at 1901 Livengood Avenue. I respectfully submit the following clarifications for the Board's consideration.

1. First Contact With Mr. Bothwell and Ms. Favero

I had no prior contact with either Scott Bothwell or Lisa Favero before February 19, 2026. That date was the first time I became aware of either individual, and it marked the beginning of their confrontational behavior toward me and my family. Their actions from that point forward affected both the business operations and my personal life.

2. Response to Allegations of Property Use, Dumping, and Destruction

Mr. Bothwell claims he observed the marijuana business "using the neighboring lot as if it were its own for customer parking, storage of equipment and materials, and dumping," and further alleges that an operator "physically trespassed… and actively destroyed material items belonging to Theresa Favero."

These statements are entirely false.

The lot at 1901 Livengood was **never** used for storage, materials, or dumping by the business. What operator of the marijuana establishment physically trespassed on that property for business purposes or destroy materials belonging to Ms. Favero? These allegations are unsupported by any documentation, police report, or witness statement. They reflect another instance of exaggerated and baseless claims made without factual support.

3. Cease-and-Desist Letter Allegation

Mr. Bothwell states that a cease-and-desist letter was issued on January 29, 2026, and that we continued using the 1901 lot afterward.

I was not aware of any cease-and-desist letter at the time it was allegedly issued. No notice was delivered, mailed, emailed, or otherwise communicated to me. My understanding was that we had permission to use the lot, and then—without warning—that understanding changed overnight. The situation could have been handled in a far more direct and respectful manner.

Shawn Coyle personally invested a substantial amount of his own money to clean and maintain the 1901 lot, and no one objected to those efforts at the time. He routinely arranged for snow removal and addressed any damage to the ground as it occurred. His actions improved the condition of the property and ensured it remained accessible and safe. These facts directly contradict the claim that our business used the lot for dumping, storage, or destruction of materials.

4. Claim That I Was Told Face-to-Face to Leave the Property

Mr. Bothwell claims I was told face-to-face on February 19 and 20 that I had no right to use the 1901 lot.

This is incorrect. I was never told face-to-face by anyone that I had no right to use or occupy the 1901 Livengood lot. The February 19 interaction described in Mr. Bothwell's letter did not involve me personally. It was **my daughter** who approached their vehicle and was confronted by Ms. Favero, who began recording her without consent and escalated the situation. At no point during that encounter did Ms. Favero communicate any clear property boundary information or instructions to me directly.

5. Claim That I Was Trespassed by Fairbanks Police

Mr. Bothwell states that I was formally trespassed by Fairbanks Police on March 4, 2026.

This is false. I was not trespassed by Fairbanks Police on March 4. The police treated the matter as a civil dispute. I am aware that on that same date, **Mr. Bothwell** received a no-trespass warning as well. There is no police record attached supporting his claim regarding me.

6. Accusation That I Removed "No Trespassing" Signs

Mr. Bothwell claims he witnessed me tearing down posted signs.

This accusation is entirely false. I did not remove any signs posted on the 1901 property. There is no police report, witness statement, or photographic evidence supporting this claim. It is one of several unsubstantiated allegations made without documentation.

7. Clarifying the Vehicle Tow Incident

Mr. Bothwell alleges that I had his vehicle towed without authority.

The facts are as follows:

- This situation had nothing to do with the marijuana business or the licensed premises at 1905 Livengood.
- Overnight, the north side of 1905 Livengood was plowed shut by a front loader, blocking all access.
- The only remaining entrance/exit was through a small access point on 1901 Livengood.
- The 2011 Ford Escape was parked directly in that access point, preventing us from leaving/entering the property.
- Towing the vehicle was the only practical remedy to regain access.

- When I contacted Fairbanks Police, I was informed the matter was civil.
- The officer noted the vehicle was registered to a construction company and stated he would contact Ms. Favero.
- Police did not order the tow, but they also did not prohibit it.

This was a private civil dispute, not a violation of marijuana regulations.

8. Regulatory Context

Every incident described in Mr. Bothwell's letter occurred on **1901 Livengood**, not the licensed premises at 1905 Livengood.

His objection attempts to frame a private neighbor conflict as a regulatory issue. However:

- The business has consistently operated within its licensed premises and in compliance with all regulatory requirements.

Mr. Bothwell's letter reflects personal grievances, not regulatory violations.

Conclusion

I respectfully request that the Board consider the factual record and the context of these events. Mr. Bothwell's issues are private civil matters unrelated to marijuana operations or regulatory compliance. The business has remained in full compliance with all AMCO requirements and continues to operate responsibly within its licensed premises.

Thank you for your time and consideration.

Sincerely, **Veronica Coyle**
The Great Alaskan Bud Company

EXHIBIT H

Roni clarification concerning March 4, 2026 trespass assertion

Mr. Bothwell's statement regarding an alleged trespass on March 4, 2026, at 1901 Livengood Avenue incorrectly identifies the individual involved and conflates separate individuals, properties, and circumstances.

Veronica Coyle was not the individual trespassed from 1901 Livengood Avenue on March 4, 2026. The individual involved was the retail manager, who was addressed by Fairbanks Police regarding access to that property. Mr. Bothwell's assertion that Veronica Coyle was trespassed from 1901 Livengood Avenue is therefore factually incorrect.

Furthermore, 1901 Livengood Avenue is a separate property from Great Alaskan Bud Company, located at 1905 Livengood Avenue. Mr. Bothwell was also issued a no-trespass warning concerning 1905 Livengood Avenue on March 4, 2026. Neither incident establishes a licensing violation or has any bearing on the lawful operation of Great Alaskan Bud Company.

Multiple individuals participate in the operation, management, and maintenance of the 1905 property. Mr. Bothwell's statements appear to incorrectly attribute the actions and responsibilities of others to Veronica Coyle.

The relevant issue before the licensing authority is whether an actual licensing violation has occurred in connection with Great Alaskan Bud Company at 1905 Livengood Avenue. A trespass matter involving a separate property and individual does not establish grounds for jeopardizing or revoking the business's license.

I respectfully request that Mr. Bothwell's inaccurate allegations be considered in their proper context and that these unrelated property disputes remain separate from the licensing matters concerning Great Alaskan Bud Company.

Thank you for your time and consideration.

Sincerely,

Roni
Great Alaskan Bud Company Established 2016

EXHIBIT I

Selected photographs of access areas, snow berms, and plow-equipped vehicle


ALASKA
LABORERS






STOP


STOP


Matson
45

EXHIBIT J

Jennifer Coyle February 19 supplemental correction (unsigned)

Supplemental Correction to Incident Statement

Jennifer Coyle | February 19, 2026 Incident

After submitting my incident statement, I recalled additional details concerning the February 19, 2026 incident. I am providing this supplemental correction so that my account is as complete and accurate as possible. This supplement is intended to add to and clarify the February 19, 2026 portion of my previously submitted statement.

On February 19, 2026, I was inside the retail store when Veronica Coyle Sr. told me that an unfamiliar vehicle had been parked in the 1901 Livengood lot for approximately 15 to 20 minutes. Concerned that the occupants might need assistance, I went outside with my dog, Marshall. I exited through the gate, approached the vehicle, politely asked whether they needed assistance, and explained that the property did not permit long-term parking.

The driver, whom I later identified as Scott Bothwell, replied, “I’m with the owner.” I acknowledged his response and began walking back toward the 1905 property. Lisa Fervero, who was in the passenger seat, then exited the vehicle and began recording me with her cellphone. I told her I did not wish to be recorded and asked her to stop. She told me that I was on private property and needed to leave the 1901 lot. At that time, I was unaware of a court agreement or order involving ownership or use of the lot.

As I attempted to return to the 1905 property, Lisa continued recording me and followed me, eventually coming onto the 1905 property. Her tone and manner felt hostile and confrontational. She came into close proximity to me, and her closeness and behavior made me feel threatened and unsafe. Lisa made remarks concerning payment of bills. I do not remember her exact words, but I recall being confused and responding, “Excuse me?” I again asked her to stop recording me. I cannot recall every word exchanged and do not want to misrepresent details that I cannot remember accurately.

As Lisa proceeded to leave the 1905 property and return toward the vehicle, I recall her making a remark along the lines of “watch what I can do,” or words to that effect. I do not recall the exact wording and am including this only to the best of my recollection. Veronica Coyle Sr., who had been inside the office, came outside to see what was happening.

Later that same day, after the initial encounter had ended, Scott Bothwell and Lisa Fervero returned sometime between approximately 3:00 p.m. and 4:00 p.m. Snow was plowed and piled into the end of the 1905 Livengood driveway and at the exit of the 1901 Livengood property, obstructing those access points. This was the first snow-piling incident involving the driveway. To the best of my knowledge and recollection, Veronica Coyle Sr. has photographic evidence and may also have video evidence documenting the February 19 snow-piling incident.

I am providing this supplemental correction because, after submitting my original statement, I remembered additional details about the February 19, 2026 incident that I believe are important to include. I do not intend to change the substance of my original statement, but rather to clarify and supplement it so that my account is as complete and accurate as possible. All statements in this supplement are based upon my personal recollection and are true and accurate to the best of my knowledge and recollection.

I also want to clarify that the events and circumstances described in this supplement have also been documented in connection with an ongoing civil court case. I previously provided a statement concerning these matters for that case, which was notarized and submitted to the court. Accordingly, additional documentation concerning the events described here is already contained within that ongoing civil matter.

Signature: _____ Date: _____

Printed name: Jennifer Coyle

EXHIBIT K

CourtView docket screenshots, Favero v. Coyle, 4FA-25-02241CI

4FA-25-02241CI Favero, Theresa vs. Coyle, Shawn et al EAP

Case Type:	Civil Superior Ct (4FA)	Action:	Other Real Estate Matter
Case Status:	Reopened	Case Judge:	Peterson, Earl A
File Date:	09/12/2025	Next Event:	11/04/2026

All Information | Party | Event | Docket | Financial | Receipt | Disposition

Party Information

Favero, Theresa - Plaintiff

DOB
Disposition
Disp Date

Alias

Party Attorney

Attorney	Bodle, Christopher John
Bar Code	1406060
Phone	(907)452-5196

Coyle, Shawn - Defendant

DOB
Disposition
Disp Date

Alias
DBA Digital Alaska

Party Attorney

Attorney	Allee, Rita T
Bar Code	7505003
Phone	(907)452-1261
Attorney	Malan, Jessica
Bar Code	2405042
Phone	(907)917-5099

Digital Alaska - Defendant

DOB
Disposition
Disp Date

Alias

Party Attorney

Attorney	Malan, Jessica
Bar Code	2405042
Phone	(907)917-5099

Events

Date/Time	Location	Type	Result	Event Judge
12/02/2025 02:30 PM	Courtroom 305, Fairbanks Courthouse	Trial Date Setting Conference	Hearing Held	Haines, Patricia L
08/27/2026 03:30 PM	Courtroom 403, Fairbanks Courthouse	Trial Date Setting Conference	Hearing Held	Peterson, Earl A
09/29/2026 02:30 PM	Courtroom 305, Fairbanks Courthouse	Pre-Trial Conference	Hearing Vacated	Harbison, Bethany
10/12/2026 08:30 AM	Courtroom 305, Fairbanks Courthouse	Scheduled Trial Week	Hearing Vacated	Harbison, Bethany

Digital Alaska - Defendant

DOB	
Disposition	
Disp Date	

Alias

Party Attorney

Attorney	Malan, Jessica
Bar Code	2405042
Phone	(907)917-5099

Events

Date/Time	Location	Type	Result	Event Judge
12/02/2025 02:30 PM	Courtroom 305, Fairbanks Courthouse	Trial Date Setting Conference	Hearing Held	Haines, Patricia L
08/27/2026 03:30 PM	Courtroom 403, Fairbanks Courthouse	Trial Date Setting Conference	Hearing Held	Peterson, Earl A
09/29/2026 02:30 PM	Courtroom 305, Fairbanks Courthouse	Pre-Trial Conference	Hearing Vacated	Harbison, Bethany
10/12/2026 08:30 AM	Courtroom 305, Fairbanks Courthouse	Scheduled Trial Week	Hearing Vacated	Harbison, Bethany
11/04/2026 04:00 PM	Courtroom 403, Fairbanks Courthouse	Motion Hearing		Peterson, Earl A
11/18/2026 02:00 PM	Courtroom 403, Fairbanks Courthouse	Oral Argument		Peterson, Earl A
03/30/2027 03:45 PM	Courtroom 403, Fairbanks Courthouse	Pre-Trial Conference: Superior Court Civil		Peterson, Earl A
04/19/2027 08:30 AM	Courtroom 403, Fairbanks Courthouse	Scheduled Trial Week		Peterson, Earl A

EXHIBIT L

Alaska corporate status, P. S. & C. Products, Inc.

Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	P. S. & C. PRODUCTS, INC.

Entity Type: Business Corporation

Entity #: 44796D

Status: Involuntarily Dissolved

AK Formed Date: 11/6/1989

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2015

Entity Mailing Address: 1905 LIVENGOOD AVE, FAIRBANKS, AK 99709

Entity Physical Address: 1905 LIVENGOOD AVE, FAIRBANKS, AK 99709

Registered Agent

Agent Name: THOMAS FAVERO

Registered Physical Address: 1905 LIVENGOOD AVE, FAIRBANKS, AK 99709

Registered Mailing Address: 1905 LIVENGOOD AVE, FAIRBANKS, AK 99709

Officials

☐ Show Former

AK Entity #	Name	Titles	Owned
	THERESA FAVERO	Director, President, Shareholder	71.43
	TOM FAVERO	Director, Secretary, Shareholder, Treasurer, Vice President	28.57

Filed Documents

Date Filed	Type	Filing	Certificate
11/06/1989	Creation Filing		
3/19/1990	Biennial Report		
1/30/1991	Biennial Report		
1/25/1993	Biennial Report	Click to View	
7/26/1995	Biennial Report	Click to View	
3/04/1997	Biennial Report	Click to View	
9/13/1999	Biennial Report	Click to View	
2/07/2001	Biennial Report	Click to View	
2/26/2003	Biennial Report	Click to View	
2/01/2005	Biennial Report	Click to View	
10/08/2009	Biennial Report	Click to View	
10/20/2010	Biennial Report	Click to View	
9/24/2012	Biennial Report	Click to View	

Alaska Entity #44796D

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

P. S. & C. PRODUCTS, INC.
Registered Agent: THOMAS FAVERO
1905 LIVENGOOD AVE
FAIRBANKS, AK 99709

Certificate of Involuntary Dissolution/Revocation

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby issues this Certificate of Involuntary dissolution or Revocation to the below-mentioned entity.

This entity is dissolved/revoked for failure to either: file a biennial report; and/or pay the associated biennial report fees; and/or maintain a registered agent; and/or notify this office of any change to its registered agent by filing a statement of change; and/or pay the associated statement of change fees. The entity will cease to exist as of the date of this certificate, except as provided for by Alaska Statutes.

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

P. S. & C. PRODUCTS, INC.

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **September 25, 2015**.

Chris Hladick
Commissioner

EXHIBIT M

ARRC May 28, 2026 letter concerning stored materials

REAL ESTATE DEPARTMENT
TEL 907-265-2325
FAX 907-265-2450
EMAIL taylork@akrr.com

May 28, 2026

Lisa Favero
PS&C Inc.
1900 West Bogey Drive
Mission, TX 78576

Re: Alaska Railroad Corporation (ARRC) Lease Contract Nos. 3463 & 7746

Dear Ms. Favero:

As we have discussed, it has come to the attention of Alaska Railroad Corporation that items associated with lease parcels under the above-referenced lease contracts are currently located outside of your lease parcel boundaries and are encroaching into neighboring parcels. Your two lease parcels include a total area of approximately 40,000 square feet (20,000 square feet for each lease parcel) as shown on the enclosed drawing. If you have any items stored outside of the leased areas indicated on the attached drawing, please take the appropriate steps as soon as reasonably possible to relocate these items either within the authorized lease areas or off ARRC property.

If you have any questions, please feel free to contact me at 907.265.2325 or by email at taylork@akrr.com.

Sincerely,

Kellyan Taylor
Leasing Manager

Enclosure

327 W. Ship Creek Avenue
Anchorage, Alaska 99501

MAILING ADDRESS
P.O. Box 107500 Anchorage, Alaska 99510-7500

TEL 907.265.2300 FAX 907.265.2416
AlaskaRailroad.com

THE GREAT ALASKAN BUD COMPANY

EXHIBIT N

2013 Contract for Sale and Conveyance

Signed; building and improvements at 1905 Livengood Avenue

Licenses #10112 and #10113

Barry Donnellan
Attorney at Law
937 8th Avenue
Fairbanks, Alaska 99701
907-456-2309

CONTRACT FOR SALE AND CONVEYANCE

This contract is executed in duplicate made effective September 1, 2013 (Effective Date") between P.S. & C. Products, Inc., an Alaska corporation, herein referred to as "Seller", and Shawn Coyle, d/b/a Digital Alaska, herein referred to as "Buyer".

WITNESSETH:

Whereas, Seller is the owner of improvements located on land leased from Alaska Railroad Corporation located at 1905 Livengood Avenue, Fairbanks, Alaska 99701 and more particularly described as Lot Five (5), Block A, Alaska Railroad Chena Survey 9000-9007 and 9065-9074, Fairbanks Recording District, Fourth Judicial District, State of Alaska.

Whereas, Seller is desirous to sell and convey such improvements to Buyer.

Whereas, Buyer is desirous to purchase and accept such improvements from Seller.

Now therefore, the parties agree as follows:

1. Seller sells to Buyer, and Buyer purchases from Seller, the improvements located as aforesaid.
2. The purchase price shall be two hundred ninety thousand dollars ($290,000).
3. Buyer shall have possession of the office (ground floor) of the 20'x50' building and the 40'x150' building on said Lot 5 as of the Effective Date. Buyer shall have possession of the second story living quarters in the 20'x50' building on August 1, 2014.
4. The purchase price shall be payable in installments as follows:
   $26,000 down payment paid on August 24, 2013 (check 1086);
   $16,250 per month commencing November 1, 2013 and continuing on the like day of each succeeding month until October 1, 2014 at which time the entire purchase price shall be due and payable or converted to long-term. There shall be no default if a minimum of $3,000 per month is paid. Payments made after October 1, 2014 shall include interest at the rate of five percent (5%) per annum on the balance remaining as of that date.
5. Payments due hereunder shall be made by depositing the same in account number 6123938448 standing in the name of Seller at Wells Fargo Bank.
6. On payment of the purchase price in full, Seller shall convey to Buyer all improvements on said Lot 5. Meanwhile, Buyer shall be responsible for utilities except that telephone number 458-8150 shall remain the

responsibility of Seller. Also, property taxes payable between September 1, 2013 and September 1, 2014 shall be prorated 50/50 between the parties. Also, Buyer shall be responsible for building insurance commencing October 1, 2013. Also, Buyer shall reimburse Seller for land rent due Alaska Railroad Corporation in the amount of $260/month beginning on November 1, 2014.

7. Buyer has inspected the improvements and is familiar with the condition thereof. Buyer agrees to accept the improvements as is, normal wear and tear excepted.

8. In addition, Buyer shall pay Seller twenty-five dollars ($25) on the sale of each satellite dish sold by Buyer to third parties during the term of this contract or until contact amount is paid in full.

9. The addresses of record for the parties are as follows:

   Seller: ... 1905 Livengood Avenue, Fairbanks, Alaska 99709.

   Buyer: ... 1990 East Athena Circle, North Pole, Alaska 99705.

10. Time is of the essence in this contract and in particular in the payment of the installments described above.

11. This is the entire contract between the parties and no other terms or conditions shall be express or implied.

P.S. & C. Products, Inc.,
an Alaska corporation - Seller

Dated Oct 15 2013

By Theresa Favero Pres
Theresa Favero, its President

Dated 10/12/13

By Thomas Favero Sec/Tre
Thomas Favero, its Secretary/Treasurer

Dated 10-12-13

Shawn Coyle, d/b/a Digital Alaska
– Buyer

Subscribed and acknowledged before me this date by Theresa Favero and Thomas Favero on behalf of P.S. & C. Products, Inc, in their respective capacities set out above, in Fairbanks, Fourth Judicial District, State of Alaska.

Dated 10-12-2013

Loida B. Donnellan, notary public, Alaska
My commission expires January 17, 2017

STATE OF ALASKA
NOTARY PUBLIC
Loida B. Donnellan
My Commission Expires January 17, 2017

Subscribed and acknowledged before me this date by Shawn Coyle, d/b/a Digital Alaska, in Fairbanks, Fourth Judicial District, State of Alaska.

Dated 10-12-2013

Loida B. Donnellan, notary public, Alaska
My commission expires January 17, 2017

STATE OF ALASKA
NOTARY PUBLIC
Loida B. Donnellan
My Commission Expires January 17, 2017

JDW
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ALIGNED FOR EXCELLENCE

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November 4, 2026

Via email: *marijuana.licensing@alaska.gov*

Marijuana Control Board
c/o Alcohol & Marijuana Control Office
550 W. 7th Avenue, Suite 1600
Anchorage, Alaska 99501

Re: Response to Objections to 2026-2027 Renewal of Licenses #10112 and #10113
SP&C Enterprises, LLC d/b/a The Great Alaskan Bud Company
1905 Livengood Avenue, Fairbanks, Alaska

Dear Members of the Marijuana Control Board:

Our office represents SP&C Enterprises, LLC, d/b/a The Great Alaskan Bud Company ("SP&C"), with respect to the 2026-2027 renewal of marijuana establishment licenses #10112 (standard cultivation) and #10113 (retail), located at 1905 Livengood Avenue, Fairbanks. We submit this consolidated response to the objections by Theresa Favero, through Lisa Favero, and Scott Bothwell. A limited clarification concerning Marcey Luther's individual objection appears near the end.

The primary objection asks the Board to deny these renewals based on property rights that Theresa Favero is already litigating in Fairbanks Superior Court. The dispute includes a signed 2013 contract to purchase the building and improvements at 1905 Livengood Avenue, as well as the parties' separate rights under the Alaska Railroad Corporation (ARRC) ground lease. Shawn Coyle maintains that he performed his obligations under the building contract. Ms. Favero claims he defaulted and seeks to recover the property. Those competing claims are before the Superior Court in Favero v. Coyle, et al., Case No. 4FA-25-02241CI. The case remains pending. Exs. K and N.

The Board must, of course, determine whether SP&C continues to have the right to occupy its licensed premises. But the existence of a lawsuit is not proof that Shawn defaulted, nor does Ms. Favero's allegation of default establish that SP&C has lost its right to possession. We ask the Board to consider the contracts, the history of the parties' dealings, and the other evidence discussed below, rather than assume that Ms. Favero's position in the lawsuit is correct.

I. The parties signed a contract for the building and improvements, but dispute whether it was fulfilled

On September 1, 2013, P.S. & C. Products, Inc. agreed to sell the building and improvements at 1905 Livengood Avenue to Shawn Coyle, doing business as Digital Alaska, for $290,000. The signed agreement gave Shawn possession of specified building space and set a date for possession of the upstairs quarters. It did not convey ARRC land. Ex. N at N-001 to N-003.

The payment provisions are important. Section 4 acknowledges a $26,000 down payment. It calls for $16,250 monthly installments beginning November 1, 2013, with the remaining price due or converted to

long-term terms on October 1, 2014. It then expressly provides that there will be no default if at least $3,000 per month is paid. Payments after October 1, 2014 carry five percent annual interest on the remaining balance. Section 6 requires the seller to convey the improvements when the purchase price is paid in full. The agreement also addresses insurance, property taxes, reimbursement of Railroad rent, and a $25 payment for each satellite dish sold during the contract term or until the contract amount is paid in full. Ex. N at N-001 to N-002.

Those terms matter because the parties are not disputing whether a purchase contract exists; they dispute whether Shawn satisfied it, what payments were required and credited, and what relief follows. The $3,000 provision is particularly relevant to an allegation of default, although paying that minimum would not, by itself, establish that the entire purchase price was satisfied. Shawn maintains that he fulfilled the agreement. Ms. Favero asserts otherwise. The accounting and any obligation to convey the improvements are among the issues being litigated in Superior Court. The docket submitted with the objection does not establish that the court has awarded possession to Ms. Favero. Exs. F, K and N.

The agreement for the building must be distinguished from the underlying Railroad property rights. ARRC owns the land. The 2016 documents identify P.S. & C. Products, Inc. as the ground lessee under ARRC Contract No. 3463 and SP&C as the subtenant. Shawn's rights under the building purchase agreement, and SP&C's rights under the sublease and Railroad authorization, are related to the same premises but are not interchangeable. Exs. A, B and N.

II. The Railroad expressly recognized SP&C as an authorized occupant

SP&C entered into a written sublease with P.S. & C. Products, Inc. on January 10, 2016, covering Lot 5, Block A of the ARRC Chena Subdivision. The sublease sets out the rent, permitted use, control of the premises, and the parties' obligations. Ex. B at B-006 to B-008. On May 12, 2016, ARRC issued a written non-objection that expressly identified SP&C as an authorized occupant. Ex. A at A-001 to A-002.

ARRC's authorization contemplated marijuana cultivation on the property and included conditions tied to the master ground lease, including an attornment provision if that lease ended. This was not a permanent, unconditional grant of possession. It does, however, establish that the Railroad knew about and authorized SP&C's occupancy, contrary to any suggestion that the licensed business moved onto the property without the landowner's approval. Ex. A.

III. The historical renewal records contain a sublease extension

Ms. Favero claims the original five-year sublease expired in January 2021 without an extension. However, the sublease included in SP&C's 2022-2023 renewal records has a handwritten notation dated January 10, 2021, bearing initials identified as 'TF,' extending the term for an additional five years. That notation appears in records predating the current objection. Ex. B at B-001 to B-008, particularly B-006. The packet also includes an October 2017 amendment concerning the landlord's handling of marijuana products if it took possession. Ex. B at B-009.

We recognize that a five-year extension beginning in January 2021 would ordinarily end in January 2026. The notation alone therefore does not establish a fixed lease term covering the 2026-2027 renewal period. What it does establish is that there is documentary evidence of an extension, despite the objection's claim that none existed. The effect of the extension, later payments, continued occupancy, and the remaining agreements must be considered together.

IV. Shawn's continued payments and the parties' course of dealing matter

The ARRC payment history identifies payments made by Shawn over many years, including $2,400 on January 20, 2026 and $405 ACH payments on March 20, April 3, April 17, May 1, May 15, and May 29, 2026. Ex. D at D-002. Borough tax records also identify Shawn, SP&C, or associated businesses as taxpayers for numerous years at 1905 Livengood Avenue. Those records reflect a longstanding financial involvement with the premises, not an occupant who simply disappeared or abandoned its obligations. Exs. C and D.

These records do not, by themselves, prove that the 2013 building purchase price was paid in full. Payments to ARRC and payments of property taxes are different from the purchase-price installments required by that agreement. They do, however, provide important context for the parties' ongoing relationship and Ms. Favero's claim that Shawn failed to meet property-related obligations. The parties also dispute how payments and other charges were credited under the building contract. That accounting dispute is part of the Superior Court case. Exs. C, D, F and N.

V. The corporate records do not establish that Theresa Favero personally acquired the ground lease

The Alaska Division of Corporations identifies P.S. & C. Products, Inc. (Entity No. 44796D) as involuntarily dissolved in September 2015. Its entity record lists Theresa Favero as president and a 71.43% shareholder and Thomas Favero as an officer and 28.57% shareholder. Ex. L at L-001 to L-003. But owning a majority of a corporation's stock is not the same as personally owning its lease or other assets. The corporate records do not show an assignment or transfer of ARRC Ground Lease Contract No. 3463 to Theresa individually.

Thomas Favero was directly involved in the parties' original arrangements. He signed the 2013 building purchase agreement on behalf of P.S. & C. Products, Inc., and the sublease-extension notation dated January 10, 2021 bears initials identified as his. Exs. B and N. According to Shawn, the disputes over the building and continued occupancy arose after Thomas Favero died. That history helps explain how the disagreement developed, but Mr. Favero's death does not, by itself, establish that the corporation's interest in the Railroad ground lease was transferred to Theresa Favero personally.

The building purchase agreement was signed in 2013, before the corporation's dissolution. The 2016 sublease and ARRC non-objection came later. Under AS 10.06.678, dissolution does not automatically invalidate corporate agreements or prevent actions needed to wind up corporate affairs. SP&C is not arguing that its 2016 sublease is void because the corporation was dissolved. The narrower point is that Ms. Favero has not supplied documentation showing that the corporate ground-lease rights were transferred to her personally. The Board should not assume such a transfer occurred simply because she was the majority shareholder. Exs. A, B, L and N.

VI. The purchase dispute does not relieve the Board of its duty to evaluate possession

Under 3 AAC 306.015(c), a marijuana establishment must have a right to possession of its licensed premises at all times. Under 3 AAC 306.035(b)(4), a renewing licensee must provide adequate proof of that right when requested. And under 3 AAC 306.080(b)(5), the Board must deny renewal if it finds that the licensee has lost that right. We understand the importance of these requirements. The question is whether the evidence establishes that SP&C actually lost its right to possess the licensed premises, not whether Ms. Favero has alleged a default in a separate contract dispute.

The signed building contract helps explain the dispute. Shawn received possession under the agreement, which provides that the seller would convey the improvements when the purchase price was paid in full. Shawn maintains that he satisfied his obligations; Ms. Favero disagrees. The contract itself does not establish which accounting is correct, and we are not asking the Board to make that finding. Moreover, Shawn signed the purchase agreement doing business as Digital Alaska, while SP&C is the marijuana licensee. The agreement is relevant to the history of possession, but it does not replace SP&C's separate sublease or ARRC's authorization. Exs. A, B, K and N.

Ms. Favero also relies on AMCO's March 26, 2026 request for updated documentation and counsel's April 13 response, suggesting that the reference to pending litigation was an admission that SP&C lacked possession rights. It was not. The response acknowledged a genuine dispute concerning the building and the parties' agreements. The CourtView material supplied here shows the civil case remains pending and does not include an order awarding possession to Ms. Favero. Ex. K. The Board should consider all relevant evidence, including the written contracts and the history of occupancy, without treating one side's unproven account as a judicial finding. If the Board needs more current documentation from ARRC or another source, SP&C requests a reasonable opportunity to provide it before an adverse determination.

VII. The separate tax, financial, and insurance allegations

Ms. Favero also raises historic marijuana excise taxes, property taxes, ARRC payments, creditor disputes, insurance documentation, and amounts she contends are owed under the building contract. These are not all the same issue, and none independently proves the loss of SP&C's right to possession. The objection acknowledges that later DOR reports reflected the identified marijuana tax balances as resolved. The tax-delinquency ground in 3 AAC 306.080(b)(3) should be evaluated against the licensee's actual account status at the time of renewal review, rather than treated as continuing solely because an earlier report showed a balance.

The Borough's property tax history identifies Shawn, SP&C, or associated businesses as taxpayers for numerous years, including 2019 through 2024 at 1905 Livengood Avenue, and shows the assessed amounts for those years as paid. It also identifies Shawn as a taxpayer for several years at neighboring 1901 Livengood Avenue. Ms. Favero is listed as the taxpayer at 1905 for 2025, but that does not erase the prior history. These are tax-account records; they do not conclusively identify who funded each payment. They do show why it would be inaccurate to suggest that Ms. Favero alone has historically carried the property's tax obligations. Ex. C.

VIII. The Bothwell objection arises out of a separate dispute involving the neighboring lot

Scott Bothwell's objection concerns parking, stored materials, alleged trespass, signs, and towing at 1901 Livengood Avenue. GABCO's licensed premises are at 1905 Livengood Avenue. These are separate parcels, and the Board should not treat allegations about one as established violations at the other. Veronica Coyle's October 7 statement disputes Mr. Bothwell's account of the use of the neighboring lot, materials, and towing. She also submitted a clarification disputing his identification of her as the person addressed by Fairbanks Police on March 4, 2026. Exs. G and H.

There is also important context missing from Mr. Bothwell's account. Jennifer Coyle states that on February 19, 2026, she encountered Mr. Bothwell and Lisa Favero near 1901 Livengood, and that Ms. Favero confronted and recorded her and followed her toward 1905 Livengood. Jennifer's supplemental account describes the individuals returning later that day and snow being plowed into access areas serving the properties. The statements also describe additional snow being placed across access points in the

following days, with a vehicle positioned so as to restrict access. Photographs show a plow-equipped vehicle, snow berms, and the condition of the access areas. The photographs alone do not prove who operated the plow or why, but they corroborate the conditions described in the witness statements. Exs. E, I and J.

We are not asking the Board to decide who was entitled to park or tow vehicles at 1901 Livengood or who prevailed in these neighbor disputes. We do ask that Mr. Bothwell's allegations be viewed alongside the competing witness accounts and photographs. Those materials describe interference with access to GABCO's premises, and they do not establish a marijuana licensing violation by SP&C. Exs. G, H, I and J.

IX. Railroad correspondence concerning materials outside the leased area

On May 28, 2026, ARRC Leasing Manager KellyAnn Taylor wrote to Lisa Favero about materials located outside the leased boundaries on neighboring Railroad property. Ex. M at M-001. SP&C maintains that certain items belonged to P.S. & C. Products, Inc., not the marijuana licensee. The letter does not settle ownership of those items, but it was directed to the Favero side and does not state that SP&C's right to occupy 1905 Livengood has been terminated.

X. Marcey Luther's individual objection

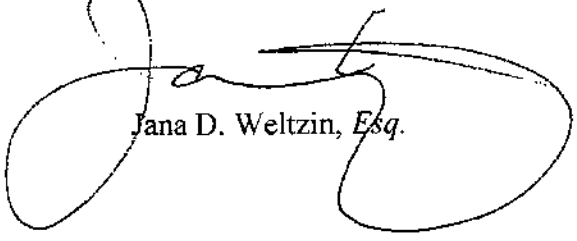
Marcey Luther identifies herself as a former employee and executive of FSE, Inc., d/b/a Good Titrations, but states that she filed her objection in her individual capacity, not for FSE, Inc. The objection therefore should not be described as one submitted by Good Titrations. SP&C reserves the right to respond separately to Ms. Luther's individual allegations.

XI. Conclusion

The record includes a signed 2013 contract for the building and improvements, a 2016 sublease, ARRC's written recognition of SP&C as an authorized occupant, a sublease-extension notation in the historic renewal documents, and substantial property-related payments extending into 2026. Exs. A-D and N. Shawn maintains that he fulfilled the building contract, while Ms. Favero claims default and seeks relief in a pending Superior Court case. Ex. K. The corporate records likewise do not establish that Ms. Favero personally acquired the corporation's Railroad ground-lease rights. Ex. L. These are genuine disputes supported by actual documents, not a situation in which an objector's allegations alone establish that the licensed business lost possession.

SP&C requests that the Board consider the full record, reject the objections as grounds for denial, and approve renewal of licenses #10112 and #10113, and wait for the outcome of the Superior Court ruling. If the Board concludes that it needs additional proof of SP&C's present right to possession under 3 AAC 306.035(b)(4), SP&C requests a reasonable opportunity to supplement the record, including with current ARRC documentation, before the Board makes a final adverse decision under 3 AAC 306.080(b)(5).

Truly and Sincerely Yours,



Jana D. Weltzin, *Esq.*