



Public Notice

Application for Marijuana Establishment License

License Number: 12328

License Status: Active-Operating

License Type: Standard Marijuana Cultivation Facility

Doing Business As: AURORA BLAZE, LLC

Business License Number: 1061840

Email Address: brittanygitschel@gmail.com

Latitude, Longitude: 64.810201, -147.784025

Physical Address: 2693 Arla Street
Fairbanks, AK 99709
UNITED STATES

Licensee #1	Entity Official #1
Type: Entity	Type: Individual
Alaska Entity Number: 10052366	Name: Brittany Gitschel
Alaska Entity Name: AURORA BLAZE, LLC	Phone Number: 907-347-1832
Phone Number: 907-347-1832	Email Address: brittanygitschel@gmail.com
Email Address: brittanygitschel@gmail.com	Mailing Address: 3140 Spafford Lane Duplex B Fairbanks, AK 99709 UNITED STATES
Mailing Address: 2693 Arla Street Fairbanks, AK 99709 UNITED STATES	

Note: No affiliates entered for this license.

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

POSTING DATE _____



Alaska Marijuana Control Board
Marijuana Establishment
Form MJ-17c: License Transfer Application

What is this form?

This form must be used to initiate a transfer of ownership of a marijuana establishment license under 3 AAC 306.045. This transfer application must be completed and submitted to AMCO's main office, along with all necessary supplemental documents and fees listed in **Form MJ-17b: License Transfer Application Checklist**, before a transfer of ownership, including a change that affects the controlling interest of an entity, will be considered by the Marijuana Control Board.

Please note that licensees seeking to change controlling interest of an entity that owns multiple licenses must submit a separate completed copy of this form and the required supplemental documents and fees for each license.

Section 1 – Transferor Information

Enter information for the **current** licensee and licensed establishment.

Licensee:	Aurora Blaze, LLC	License Number:	4a-12328		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Aurora Blaze, LLC				
Premises Address:	2693 Arla Street				
City:	Fairbanks	State:	Alaska	ZIP:	99709
Email:	aurorablaze.ak@gmail.com				
Local Government:	Fairbanks North Star Borough				

- Regular ownership transfer Transfer of controlling interest in the licensed entity

Section 2 – Transferee Information

Enter information for the **new** applicant seeking to be licensed. The business license # should be issued for the DBA listed below, and held by the transferee.

Licensee:	Aurora Blaze, LLC	Alaska Entity #	10052366		
Mailing Address:	2693 Arla Street				
City:	Fairbanks	State:	AK	ZIP:	99709
Doing Business As:	Aurora Blaze, LLC				
Business License #:	1061840	Business Phone:	907-479-2079		
Designated Licensee:	Clifford Russell				
Contact Email:	klyph3@gmail.com	Phone #	907-347-4899		



Form MJ-17c: License Transfer Application

Section 3 – Entity Ownership Information

This section must be completed by any **entity**, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 4. If any entity official is another entity, you must include the AK Entity # of that entity in the Entity Official Name field, attach a separate completed copy of this page that breaks down the ownership information for that entity, and submit the supplemental documents and fingerprint fees listed on Form MJ-17b required for each individual entity official. Entity documents must be submitted for each entity listed on this form.

If more space is needed, please attach additional completed copies of this page.

- If the applicant is a **corporation**, list each **officer or director, and owner of any of the corporation's stock**.
- If the applicant is a **limited liability company**, list each **member holding any ownership interest and each manager**.
- If the applicant is a **partnership or limited partnership**, list each **partner holding any interest and each general partner**.

Entity Official Name:	Clifford Russell				
Title(s):	Member	Phone:	9073474899	% Owned:	100
Email:	klyph3@gmail.com				
Mailing Address:	1209 Sinclair Ave				
City:	North Pole	State:	AK	ZIP:	99705
Entity Official Name:					
Title(s):		Phone:		% Owned:	
Email:					
Mailing Address:					
City:		State:		ZIP:	
Entity Official Name:					
Title(s):		Phone:		% Owned:	
Email:					
Mailing Address:					
City:		State:		ZIP:	
Entity Official Name:					
Title(s):		Phone:		% Owned:	
Email:					
Mailing Address:					
City:		State:		ZIP:	
Entity Official Name:					
Title(s):		Phone:		% Owned:	
Email:					
Mailing Address:					
City:		State:		ZIP:	

AMCO
JUN 7 2020



Form MJ-17c: License Transfer Application

Section 4 – Other Licenses

Ownership and financial interest in other marijuana establishments:

Yes No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other marijuana establishment that is licensed in Alaska?

If "Yes", disclose which individual(s) has the financial interest, which license number(s), and license type(s):

[Empty box for disclosure]

Section 5 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

If "Yes", disclose the name of the individual and the reason for this authorization:

[Empty box for disclosure]

Section 6 – Transferee Certifications

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

Initials

I certify that all proposed licensees (as defined in 3 AAC 306.020) have been listed on this application.

CAR

Completed copies of all required documents and fees listed on Form MJ-17b are attached to this form.

CAR

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

CAR

I agree to provide all information required by the Marijuana Control Board in support of this application.

CAR

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this form, including all accompanying schedules and statements, is true, correct, and complete.

Clifford Russell
Signature of transferee

C.C. KLOEPFER
NOTARY PUBLIC
State of Alaska
My Commission Expires Feb. 14, 2021

CCKloepf
Notary Public in and for the State of Alaska.

Clifford Russell
Printed name of transferee

My commission expires: 2-14-2020

Subscribed and sworn to before me this 19th day of AMCO, 2020.



Form MJ-17c: License Transfer Application

Section 7 - Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of unsworn falsification that the undersigned represents a **controlling interest** of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) approve of the transfer of this license, and that the information on this form is true, correct, and complete.

Brittany Gitschel
Signature of transferor

Brittany Gitschel
Printed name of transferor

C.C. KLOEPFER
NOTARY PUBLIC
State of Alaska
My Commission Expires Feb. 14, 2021

C.C. Kloepper
Notary Public in and for the State of Alaska.

My commission expires: 2-14-2021

Subscribed and sworn to before me this 18TH day of MAY, 2020.

Signature of transferor

Printed name of transferor

Notary Public in and for the State of Alaska.

My commission expires: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Signature of transferor

Printed name of transferor

Notary Public in and for the State of Alaska.

My commission expires: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

AMCO
JUN 17 2020



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

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

Section 1 – Establishment Information

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

Licensee:	Aurora Blaze, LLC	License Number:	4a-12328		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Aurora Blaze, LLC				
Premises Address:	2693 Arla St				
City:	Fairbanks	State:	AK	ZIP:	99709

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Clifford Russell
Title:	Member

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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

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



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

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

Initials

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

CRR

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

CRR

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

CRR

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

CRR

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

CRR

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

CRR

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

CRR

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

CRR

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

CRR

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

CRR

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

CRR



Alaska Marijuana Control Board Form MJ-00: Application Certifications

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

Initials

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

CRR

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

CRR

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

Initials

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

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

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

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

CRR

All marijuana establishment license applicants:

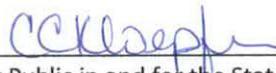
As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee

Clifford Russell

Printed name of licensee

C.C. KLOEPFER
NOTARY PUBLIC
State of Alaska
My Commission Expires Feb. 14, 2021


Notary Public in and for the State of Alaska

My commission expires: 2-14-2021

Subscribed and sworn to before me this 18th day of MAY, 2020.



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

What is this form?

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

This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

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

Licensee:	Aurora Blaze, LLC	License Number:	4a-12328
License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	Aurora Blaze, LLC		
Premises Address:	2693 Arla Street		
City:	Fairbanks	State:	AK
		ZIP:	99709

Section 2 – Certification

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

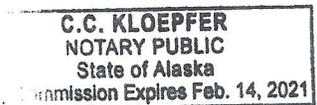
Start Date: 5/20/20 End Date: 5/30/20

Other conspicuous location: 1855 Van Horn Road

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Clifford Russell
 Signature of licensee

Clifford Russell
 Printed name of licensee



C.C. Kloepper
 Notary Public in and for the State of Alaska

My commission expires: Feb 14, 2021

Subscribed and sworn to before me this 9TH day of OCTOBER, 2020.



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-08: Local Government Notice Affidavit

What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to each local government and any community council in the area of the proposed licensed premises. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified.

This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

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

Licensee:	Aurora Blaze, LLC	License Number:	4a-12328
License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	Aurora Blaze, LLC		
Premises Address:	2693 Arla Street		
City:	Fairbanks	State:	AK
		ZIP:	99709

Section 2 – Certification

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

Local Government(s): Fairbanks North Star Borough Date Submitted: 5-26-2020
 Name/Title of LG Official 1: J. Christine Tolson Name/Title of LG Official 2: _____
NA Community Planning Director
 Community Council: _____ Date Submitted: 5-26-2020
 (Municipality of Anchorage and Matanuska-Susitna Borough only)

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Clifford Russell
 Signature of licensee
Clifford Russell
 Printed name of licensee

C.C. Kloepper
 Notary Public in and for the State of Alaska
C.C. KLOEPPER
 NOTARY PUBLIC
 State of Alaska
 My Commission Expires Feb. 14, 2021
 My commission expires: 2-14-2020

Subscribed and sworn to before me this 21st day of MAY, 2020.



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

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

Licensee:	Aurora Blaze, LLC	License Number:	4a-12328		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Aurora Blaze, LLC				
Premises Address:	2693 Arla Street				
City:	Fairbanks	State:	AK	ZIP:	99709

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Clifford Russell				
Title:	Member				
SSN:		Date of Birth:			



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

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

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

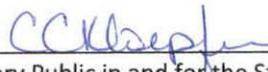
I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.
The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.



Signature of licensee

C.C. KLOEPFER
NOTARY PUBLIC
State of Alaska
My Commission Expires Feb. 14, 2021



Notary Public in and for the State of Alaska

Clifford Russell

Printed name of licensee

My commission expires: 2-14-2021

Subscribed and sworn to before me this 18TH day of MAY, 2020.

Affidavit of Publication

UNITED STATES OF AMERICA
STATE OF ALASKA
FOURTH DISTRICT

} ss.

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

10/09/2020

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



Publisher
Subscribed to and sworn to me this 09th day of October, 2020



Alan Hoover, Notary Public in and for the State Alaska.
My commission expires: April 23, 2022
AP241432-607819-9073471832
AURORA BLAZE, LLC.
PO BOX 10690
FAIRBANKS, AK 99710

ALAN H. HOOVER
Notary Public
State of Alaska
My Commission Expires Apr 23, 2022

607819
Aurora Blaze, LLC doing business as Aurora Blaze, LLC, located at 2693 Arla Street, Fairbanks, AK 99709 is applying under 3 AAC 306.045 for transfer of controlling interest in a standard marijuana cultivation facility (3 AAC 306.400), license #12328. The transfer involves a change in ownership percentage from Britlany Gitschel 100% to Clifford Russell 100%.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at <https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.
Published 10/9/20

Affidavit of Publication

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

605136
Aurora Blaze, LLC, doing
business as Aurora Blaze,
LLC, located at 2693 Arla
Street, Fairbanks, AK
99709 is applying under 3
AAC 306.045 for transfer of
controlling interest in a 4A
(3 AAC 306.405), license
#12328. The transfer in-
volves a change in owner-
ship percentage from
Brittany Gitschel 100% to
Clifford Russell 100%. Pub-
lish dates: 5-22, 5-23, 5-
29, 5-30, 6-5 an 6-6 2020

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

05/22/2020, 05/23/2020, 05/29/2020, 05/30/2020, 06/05/2020, 06/06/2020

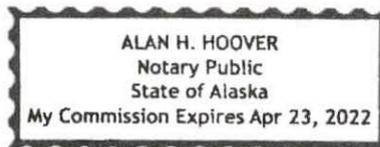
and that the rate charged thereon is not excess of the rate charged private individuals, with the usual discounts.



Publisher
Subscribed to and sworn to me this 10th day of June, 2020



Alan Hoover, Notary Public in and for the State Alaska.
My commission expires: April 23, 2022
AP241432-605136-9073471832
AURORA BLAZE, LLC.
PO BOX 10690
FAIRBANKS, AK 99710



AMCO

JUN 17 2020

LEASE OF SPACE

THIS LEASE, made this 1st day of May 2020, between

**Double G Investments
P.O Box 10690
Fairbanks, AK 99710**

hereinafter referred to as the Lessor, and

Aurora Blaze LLC

hereinafter referred to as the Lessee,

WITNESSETH:

In consideration of the mutual covenants of the parties hereto, it is agreed as follows:

1. Demise of the Premises.

The Lessor hereby leases to the Lessee the real property described as: 16,000 Sq Ft of the building located at 2693 Arla Street Fairbanks AK 99709 (EXHIBIT A).

That real property and those improvements are referred to in this agreement as "the premises."

2. Term.

The term of this agreement shall be for Two Million Two Hundred Eighty Thousand Dollars (\$2,280,000) for a period of One Hundred Twenty (120) months, commencing May 1, 2020, and ending at midnight 31 December 2030.

Lessee shall be permitted to assume occupancy on completion of premises.

3. Rent.

- a.) The Lessee shall pay to the Lessor as rent for the premises the sum of \$2,280,000 (Two Million Two Hundred Eighty Thousand) dollars together with such other sums as may be assessed by the Lessor under other provisions of this lease.
- b.) The Lessee shall pay to the Lessor the rent described in the preceding paragraph in monthly installments each and every month of the lease term, in advance without prior demand, with each monthly installment of rent payable in the amount, according to the following schedule:
120 (one hundred twenty) months at \$ 19,000 per month.
- c.) The Lessee shall pay a 1% escalator on the rent on a yearly basis.
- d.) Absent written agreement to the contrary, rent shall be due from the time the Lessee first enters into possession, and in no event later than the first day of the term and the first day of each succeeding month. Rent shall be paid by the Lessee to the Lessor at 188 Bentley Trust Road Fairbanks AK 99701. Rent not received at that address within ten (10) days of the date upon which it was due shall be in default and shall bear a five-percent (5.00%) late fee. Unpaid late fee shall be treated as rent for all purposes under this lease.

- e.) To secure the full faithful performance of the terms and provisions of this lease, the Lessee agrees to pay to the Lessor at the date this lease is signed, and in any event, absent written consent of the Lessor, before assuming occupancy, a security deposit in the amount of \$0 dollars. The security deposit shall be held by the Lessor, without interest, until the termination of the lease. Within fifteen (15) days of termination of the lease, the Lessor shall pay to the Lessee, without interest, the balance of the security deposit, less any damage recoverable under paragraph 19. The Lessor's signature upon the Receipt of Security Deposit at the end of this lease shall be an acknowledgment of receipt of that security deposit; the Lessor's execution of this lease shall not be an acknowledgment that the security deposit has been paid.

4. Additional Charges.

In addition to the rent provided for hereunder, and commencing at the same time as any rental commences under this lease, Tenant shall pay to Landlord the following items herein called Additional Charges:

- (a) Real Estate Taxes.
Real estate taxes shall include a pro-rated share of real estate taxes and assessments, which are levied on rents and properties.
- (b) Utilities.
Utilities shall include (a) electrical service to the premises and parking lot headbolts, (b) water and wastewater service to the premises, (c) heat and air conditioning to the premises.
- (c) Trash Removal.
Lessee shall pay for the removal of their own trash from the premises in a timely and sanitary manner.

5. Real Estate Services.

Parties acknowledge that no real estate fees are owed.

6. Option.

Provided Lessee is not in default of the provisions of this lease, Lessee shall have the option to extend the term of the lease on the same terms and conditions of the original lease except for monthly rent and additional charges for an additional **five (5)** year term. Lessee shall provide Lessor written notice of intent to exercise this option at least **ninety (90)** days before the expiration of initial term.

- (a) Option Rent.
Option term shall be at a monthly rental rate of the monthly rental amount paid during the fifth year of the original term plus a 1% increase per annum.
- (b) Option Additional Charges.
The additional charges described in section (4) of this lease agreement shall be the pro-rated amount for the premises.

7. Use of Premises.

- (a) Use of the property shall be limited to all lawful activities including but not limited to all activities associated with a State of Alaska licensed/legal cannabis cultivating company.

- (b) The Lessee shall at all times keep the premises in a neat, clean, attractive and orderly condition and in good repair, and shall permit the Lessor or its authorized agent to enter onto and inspect the use and condition of the property during regular business hours.
- (c) The Lessee shall comply with and abide by all requirements of the codes and ordinances of the Fairbanks North Star Borough and any applicable laws of the State of Alaska or the United States of America.
- (d) The Lessee shall not construct or install fixtures, partitions, or other improvements for the Lessee's use, or make structural alterations and changes thereto without the prior written consent of the Lessor, and only in accordance with the plans and specifications previously submitted to and approved by the Lessor and any governmental unit or regulatory agency having authority to review the plans and specifications.
- (e) The Lessee shall at termination of this lease, whether a voluntary or involuntary termination, vacate and surrender the premises to the Lessor or its designee in good repair and in as clean a state or condition as the premises are in at the date this lease commences, normal wear and tear excepted.
- (f) Lessee shall make all major repairs or necessary replacements to the structure, foundation, roof and exterior of the premises and the building and the electrical, plumbing, and HVAC systems. Lessee will be responsible for normal maintenance to the electrical, plumbing, and HVAC system.

8. Assignment and Subletting.

- (a) The Lessee shall not assign, transfer or encumber this agreement or the property described in this agreement or permit occupancy of the property by any other person without prior written consent of the Lessor. The Lessor shall have the absolute right to refuse any proposed assignment or sublease if the proposed assignee or proposed sublessee intends to change the character of the use of the premises, or if the financial condition of the proposed assignee or proposed lessee is not as good or better than the financial condition of the Lessee at the commencement of this lease.
- (b) Nothing contained in this lease shall be interpreted to impair or affect in any way the right of the Lessor to assign, sublet, encumber or impair its rights under this lease to any person as security, to obtain financing, or for any other commercial purpose, provided only that the assignment does not materially impair the Lessor's covenant of quiet enjoyment to the Lessee under paragraph 16.

9. Discharge of Liens by Lessee.

Tenant shall pay and settle all expenses and liabilities arising out of or in any way connected with any and all construction, repairs, alterations, or maintenance of the premises, and all liens of a similar character, arising out of or growing out of the construction, repair, alteration or maintenance of the premises.

10. Damages and Indemnity.

- (a) The Lessee shall indemnify harmless and defend the Lessor and its agents from any and all liability to any person or person for damages, claims, suites, liabilities, costs and expenses arising directly or indirectly from the Lessee's occupancy and use of the property, or arising from acts by the Lessee, its agents, servants, employees, customers, sub-lessees and contractors.

AMCO

- (b) All property of every kind which may be on the property during the term of this agreement, including, without limitation, inventory and equipment of the Lessee upon the premises, shall be at the sole risk of the Lessee or those claiming under it, and the Lessor shall not be liable to the Lessee, its agents, employees, tenants, subtenants or any other persons whatsoever for injury or death to any person or injury to or loss of any property in or upon the property which may arise or be alleged to arise by reason of or in connection with the Lessee's use and occupancy of the property during the term of this lease. The Lessee hereby covenants and agrees to assume any and all liability and expense thereof, excluding damage caused by Lessor, and to save the Lessor harmless therefrom.

11. Risk of Loss.

The Lessee shall bear all risk of loss as to all personal property of the Lessee stored, placed or remaining on or near the premises, including, without limitation, inventory, equipment, fixtures and employee persona effects, and the Lessee agrees to indemnify, hold harmless and defend the Lessor from any and all liability, of any kind whatsoever, arising from any allegations of loss, destruction theft or damages to all such property, except where the claim alleges that the losses arose from the negligent or willful acts of the Lessor.

12. Insurance.

The Lessor shall obtain and keep in force during the term of this agreement property damage insurance to cover the structure.

However, the contents of the premises are not insured by the terms of the Lessor's policy and the Lessee expressly assumes the risk of loss as to all personal property stored therein. All insurance policies obtained by Lessee as required by the paragraph shall contain and express waiver of any right of subrogation by said insurance company against the Lessor.

13. Reimbursement for Funds Expended by Lessor.

After such notice, if any, as the Lessee by the terms of this lease may be entitled to receive, and in the event the Lessor shall pay or be compelled to pay any sum of money or do any act that shall require the expenditure or payment of any sum of money by reason of the failure by the Lessee to perform any one or more of the terms, covenants, conditions and agreements contained in this lease, the Lessee immediately shall repay the same to the Lessor upon demand, and if the Lessee shall fail to do so immediately repay those monies, then the sum or sums so paid by the Lessor, together with interest, costs and damages, shall be added as additional rent to the next installment of rent becoming due on the next rent day, or on any subsequent rent day fixed by this lease, and shall for all purposes whatsoever be deemed to be rent due and payable on such rent day, or in any subsequent rent day, as the Lessor at the Lessor's option, may elect, and shall be payable as such. However, it is expressly covenanted and agreed that payment by the Lessor of any such sum or sums of money or the doing of any such act or acts shall not be deemed to waive or release the default in performance of those acts or the default in payment of those sums or the right of the Lessor to recover possession, at the Lessor's election, of the premises by reason of the Lessee's default with respect to any such payment or act.

14. Prevention of Waste and Maintenance of Property.

The Lessee shall not cause or permit any waste, damage or injury to the premises, and, at its own expense, shall keep the premises in the same or better order or repair as they are at the commencement of this lease, normal wear and tear excepted. The Lessee shall not allow or permit Lessee's customer and clients to leave litter, debris or garbage either inside or outside of the premises.

15. Termination and Condemnation.

If at any time during the term of this lease, the premises shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, then, in that event, when possession shall have been taken thereunder of the premises by the condemning authority, the term granted under this lease and all right of the Lessee under this lease shall immediately cease and terminate, and the rent shall be apportioned and paid to the date of that event. Nothing contained in this paragraph shall be a waiver, express or implied, of the Lessor and the Lessee of their rights to assert claims for damages for condemnation by any such condemning authority.

16. Destruction of Premises.

Partial destruction of the premises shall not render this lease void or voidable, and shall not terminate it except as is provided in this paragraph. If the premises are partially destroyed during the term of the lease, the Lessor shall repair them when those repairs can be made in conformity with government laws and regulations, and within one hundred twenty (120) days of the partial destruction. Written notice of the Lessor's intention to repair the premises shall be given to the Lessee within fifteen (15) days after any partial destruction. Rent shall be reduced proportionately to the extent to which the partial destruction of the premises and the repair operations interfere with the business conducted on the premises by the Lessee. If the repairs cannot be made within the time specified above, Parties may agree to make them within a reasonable time and continue this lease in effect with proportional rent rebate to the Lessee as provided above. If the repairs cannot be made within one hundred (120) days, and if the parties do not elect to make them within a reasonable time, either the Lessor or the Lessee shall have the option to terminate this lease forthwith, each without further obligation or liability to the other.

17. Quiet Enjoyment.

The Lessor covenants and agrees that the Lessee, upon the Lessee's paying the rent and observing all of the terms, covenants and conditions described in this lease, may peaceably and quietly enjoy the premises described in this lease for the term of this lease.

18. Removal of Improvements.

Any installation or improvement made to or upon the property by the Lessee under Paragraph 6 (d) of this agreement shall, at the option of the Lessor, exercised at the termination of this agreement (a) become the property of the Lessor and remain upon the property at the termination of the agreement; or (b) be removed by the Lessee at the termination of this agreement, and the property restored to its former condition by the Lessee, at its expense. Equipment and trade fixtures will cap and make safe.

19. Default.

Any of the following acts or omissions shall be a default by the Lessee and a material breach of this lease:

- (a) the failure by the Lessee to pay the rent described in paragraph 3;
- (b) the failure by the Lessee to pay any additions to rent payable under paragraph 4;

- (c) the failure by the Lessee to do, keep, observe and perform any of the other terms, provisions, covenants and conditions of this lease required to be kept, observed and performed by the Lessee;
- (d) where the default remains uncured ten (10) days following written notice of the default by the Lessor to the Lessee.
- (e) Where the default is for breach of this lease other than a payment of rent, and the default cannot be practicably cured within ten (10) days, the Lessee may propose to the Lessor, within ten (10) days of notice of the default, a plan by which the default will be cured within sixty (60) days and, if the proposed plan is feasible, does not detract from the adjoining premises, and is proposed in good faith, the proposed plan for cure of the fault will be accepted by the Lessor. The default in performance of a plan approved by the Lessor cannot be cured by a new proposed plan.

20. Remedies on Default.

In the event of any default by the Lessee, and at any time thereafter, the Lessor may serve written notice to quit upon the Lessee. The notice to quit shall provide that the Lessor elects to terminate the lease upon a specified date not less than ten (10) days after the date upon which the notice to quit is served upon the Lessee. The lease shall then terminate upon the date set out in the notice to quit, unless the Lessor, in its discretion, and with no obligation that it do so, permits the Lessee to cure the default and recover the Lessee's rights under this lease. Termination of the lease by service of a notice to quit shall not relieve the Lessee of the obligation to pay rent, except as is expressly set out in this lease. No default or failure to perform a proposed plan for cure of a default shall be deemed waiver by the Lessor unless (a) the default is cured under Paragraph 18 or (b) a written waiver is signed by the Lessor, reciting the circumstances of the default and expressly waiving the default.

Lessee agrees that in the event of default any and all equipment, and tools will be forfeited to the Lessor/Landlord.

The Landlord/Lessor agrees in the event of a default no marijuana will be removed from the premises and AMCO will be contacted.

21. Right to Re-Enter and Re-Let.

- (a) In the event that this lease shall be terminated as provided in paragraph 18, or by summary proceeding or otherwise, or that the event the premises or any part thereof shall be abandoned by the Lessee, the Lessor, or its agents, servants or representatives, may immediately or at any time thereafter re-enter and resume possession of the premises or any part thereof and remove all persons and property therefrom, either by summary proceeding for forcible entry and detainer or by any other suitable action or proceeding at law or equity.
- (b) In the event that this lease is terminated as provided in paragraph 18, or terminated by summary proceedings or otherwise, or if the premises, or any part thereof shall be abandoned by the Lessee, the Lessor, in its own name or as an agent for the Lessee if the lease is not terminated, may re-let the whole or any portion of the premises, for any period equal to or greater than or less than the remainder of the current term of this lease, for any sums which it may deem reasonable, to any new use or purpose which it may deem appropriate or helpful in effecting such a lease. However, in no event shall the Lessor be under any obligation to re-let the premises for any purpose, which the

Lessor may regard as injurious to the premises or to adjoining premises or to any Lessee which the Lessor, in the exercise of reasonable discretion, shall deem to be objectionable. The Lessor shall not in any event be required to pay the Lessee any surplus of any sums received by the Lessor on such a re-letting of the premises that may be received in excess of the rent reserved in this lease.

22. Damages on Default.

In the event that this lease is terminated under paragraph 18, or terminated by summary proceedings, or if the premises have been abandon, and whether or not the premises are re-let under paragraph 20, the Lessor shall be entitled to recover from the Lessee, and the Lessee shall pay to the Lessor:

- (a) An amount equal to all expenses, if any including reasonable attorney's fees, incurred by the lessor in recovering possession of the premises;
- (b) An amount equal to the amount of all rent which the Lessee agreed to pay to the Lessor under this lease, including additional rent, if any, less that amount of rent, if any, collected by the Lessor from the Lessee.

23. Relief Under Title of the U.S. Code: Judicial Sale.

The Lessee agrees that in the event that the Lessee files a petition under Title 11 of the United State Code, seeking relief under the bankruptcy laws of the United States, or in the event the Lessee is the subject of an involuntary petition under those laws:

- (a) If the Lessee, debtor in possession, or trustee fails to expressly assume this lease within sixty (60) days of the date of voluntary petition is filed or the date an order for relief is entered, this lease shall be deemed to have been rejected and the Lessee, debtor in possession or trustee shall be deemed to have no further rights under this agreement.
- (b) If the Lessee, debtor in possession or trustee exercises any right it may have to assume this lease, the Lessee, debtor in possession or trustee, as a condition precedent to that assumption, shall (i) cure all defaults in performance of this lease; (ii) deposit with the Lessor an additional security deposit in a amount equal to the deposit provided in Paragraph 3 (c); and (iii) provide to the Lessor adequate assurance of future performance and demonstration of the ability of the Lessee, debtor in possession or trustee to perform the terms and conditions of this lease in the future.
- (c) Any assignment or attempt by the Lessee, debtor in possession or trustee to assign the lease shall be subject to the provisions of Paragraph 7 and shall require adequate assurance of future performance from the proposed assignee.
- (d) For the purposes of this paragraph, "adequate assurance of future performance" includes, but is not limited to, adequate assurance of timely payment of rent-, performance of the other terms and conditions of this lease, existence and preservation of adequate financial resources in the proposed assignee, compliance with other contracts and obligations of the Lessor, and preservation of tenant mix and balance at the shopping center.
- (e) If at any time during the term of this agreement the Lessee or any of its assets located in Alaska is the subject of any judicial sale or execution sale, this agreement, at the option of -the Lessor, and with no implication of waiver should it fail to exercise that right, shall terminate immediately.

24. Repossession: Holding Over.

- (a) The Lessee, upon the expiration or termination of this lease, will peaceably and quietly deliver up to the Lessor, its successors or assigns, the premises described in this lease.
- (b) In the event the Lessee, with the consent of the Lessor, shall holdover in possession the premises after the expiration of this lease and without a written renewal of this lease, or written extension of the term of this lease, or a new lease entered into by the parties, the Lessee shall be deemed to be a tenant from month-to-month at the monthly lease payment last prevailing under Paragraph 3(b) of this lease, terminable by either party at the close of the first day of a calendar month on at least thirty (30) days written notice to the other party.

25. Lease Subordination.

This lease, whether or not recorded, is subordinate to any and all deeds of trust given by the Lessor that encumber or may encumber the premises.

26. Right to Show Premises: Confidentiality.

The Lessee agrees that, upon reasonable notice and not less than twenty-four (24) hours, from the Lessor or the Lessor's agent, the Lessee will permit the Lessor or the Lessor's agent to show the premises to any party which the Lessor may deem appropriate. The Lessor and Lessee waive any right of confidentiality they might have with respect to releasing information regarding the terms of this lease to any other prospector Lessee, whether or not for the purposes of leasing these premises.

27. Inspection of the Property: Consultation with Attorney.

- (a) The Lessee has inspected and examined the property and the condition of the property and accepts it as is, warrants that it is in full compliance with the terms and conditions of this agreement, and acknowledges that no promises, warranties or representations have been made to the Lessee except as are expressly set out in this agreement.
- (b) All of the parties to this lease acknowledge that they have had the right to review this lease and all other documents relating to this lease with their own attorney. Each party electing to have this lease reviewed by an attorney shall bear the costs and expenses so incurred.

28. Notices.

All notices required by this agreement shall be sent by the party required to give notice to the address first set out above, or to such other address as the party may have subsequently designated in writing. Except as provided in this lease, notice shall be complete when delivered or when placed in the United States mails, property addressed, with postage prepaid.

29. Succession of Interest.

The agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors in interest as fully and to the same extent as the original parties hereto.

30. Severability.

If any clause or term of this agreement shall be deemed invalid by any court of law, the enforceability of the remaining clauses and terms of the agreement shall be unaffected.

31. Costs and Attorney's Fees: Venue.

If, by reason of any default or breach of any term or condition of this agreement, a civil action is filed, the losing party agrees to pay the actual costs and attorneys' fees incurred by the prevailing party. Venue in any such action shall be in the Superior Court for the State of Alaska, Fourth Judicial District.

32. Joint and Several Liability.

Each person signing this agreement as Lessee agrees and admits that he or she is jointly and severally liable to the Lessor for the full and complete performance of the term and conditions of this agreement.

33. Complete Agreement.

This agreement sets out the entire agreement between the parties, and no modifications may be made to it except in writing signed by both the Lessor and the Lessee.

IN WITNESS WHEREOF, the parties have executed and delivered this lease as of the date first above written.

15th Jun 2020
Date:

Paul
Lessor:
Double G Investments

STATE OF ALASKA

) ss.

FOURTH JUDICIAL DISTRICT

THIS IS TO CERTIFY that on this 15th day of June, 2020, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Paul Gitschel to me known and known to me to be the person who executed the foregoing instrument, and he/she acknowledges to me that he/she signed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first in this certificate written.

Anna McCarthy
Notary Public in and for the State of Alaska
My commission expires: April 4, 2022

STATE OF ALASKA
NOTARY PUBLIC

Anna McCarthy
My Commission Ends April 4, 2022



AMCO

JUN 17 2020

6/15/20
Date:

Clifford Russell
Lessee:
Aurora Blaze, LLC

STATE OF ALASKA

) ss.

FOURTH JUDICIAL DISTRICT

THIS IS TO CERTIFY that on this 15th day of June, 2020, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Clifford Russell to me known and known to me to be the person who executed the foregoing instrument, and he/she acknowledges to me that he/she signed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first in this certificate written.

Anna McCarthy
Notary Public in and for the State of Alaska
My commission expires: April 4, 2022

STATE OF ALASKA
NOTARY PUBLIC
Anna McCarthy
My Commission Ends April 4, 2022



AMCO



THE STATE
of **ALASKA**

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

COR

FOR DIVISION USE ONLY

Corporations Section

State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110806, Juneau, AK 99811-0806
Phone: (907) 465-2550 • Fax: (907) 465-2974
Email: corporations@alaska.gov
Website: Corporations.Alaska.Gov

Notice of Change of Officials

Domestic Limited Liability Company (AS 10.50)

- This Notice of Change of Officials form is only for Domestic Limited Liability Companies and is used to report changes between biennial reporting periods in: members, managers, and percentage of interest held.
- This Notice of Change of Officials will not be filed if the entity's biennial report is not current. To verify the entity's biennial report due date, go online to www.Corporations.Alaska.Gov and select *Search Corporations Database*
- Standard processing time for complete and correct filings submitted to this office is approximately 10-15 business days. All filings are reviewed in the date order they are received.
- The information you submit is a public record and will be posted on the State's website.

1. Important:

AS 10.50.765

Each Domestic Limited Liability Company is required to notify this office when there is a change of officials.
— AS 10.50.765

Failure to meet this requirement may result in involuntary dissolution of the entity's authority to transact business in the State of Alaska.

The Domestic Limited Liability Company is to keep and make available the records of the official(s) changes.
— AS 10.50.860-.870

2. Fee:

\$25 Nonrefundable Filing Fee (CORF)

3 AAC 16.065(b)

Mail this form and the non-refundable \$25 filing fee in U.S. dollars to the letterhead address. Make the check or money order payable to the State of Alaska, or use the attached credit card payment form.

3. Entity Information:

AS 10.50.765

Entity Name: Aurora Blaze, LLC

Alaska Entity Number: 10052366

AMCO

4. REMOVE from Record:

AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

Name: Brittany Michelle Gitschel Name: _____

Name: _____ Name: _____

If an official is not being removed from record, then list them in Item #5 below (with their current information).

5. ALL Current Officials:

AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — AS 10.50.155(b)
- Must provide all members who own 5% or more of the LLC. — AS 10.50.765 (b)
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — AS 10.50.075(5) and AS 10.50.110(b)

- List ALL officials and their current information to be on record.
- Manager will only be accepted if the entity is manager-managed per the articles.
- **BOLD** fields are required.

FULL LEGAL NAME	COMPLETE MAILING ADDRESS	% OWNED	MEMBER	
			MEMBER	Manager
<u>Clifford Ray Russell</u>	<u>1209 Sinclair Ave, NP, AK 99705</u>	<u>100</u>	<input checked="" type="checkbox"/>	

→ If necessary, use the following supplement page and include all information required above in Item #5.

6. Required Signature:

AS 10.50.840

The Notice of Change of Officials must be signed by: a member (AS 10.50.840(a)(2)); or a manager if manager managed (AS 10.50.840(a)(1)); or an attorney-in-fact (AS 10.50.840(c)). Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Signature: Brittany Gitschel Date: 6/29/20

Printed Name: Brittany Gitschel

Title of Authorized Signer: Member Manager Attorney-in-fact

If signing on behalf of a member or manager which is an entity, then identify the signer's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc. the sole member of ABC LLC.

AMCCO

Alaska Business License # 1061840

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

AURORA BLAZE, LLC

2693 ARLA STREET, FAIRBANKS, AK 99709

owned by

AURORA BLAZE, LLC

is licensed by the department to conduct business for the period

October 15, 2019 to December 31, 2021
for the following line(s) of business:

11 - Agriculture, Forestry, Fishing and Hunting



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

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

Julie Anderson
Commissioner

AMCO

JUN 17 2020

Aurora Blaze Operating Agreement

This is a Limited Liability Operating Agreement (the "Agreement") made on July 1, 2020. The Member in this agreement is as follows:

CLIFFORD RUSSELL

The Members to this Agreement agrees to the following:

NAME:

This Limited Liability Company will be known as AURORA BLAZE LLC (the "LLC" or "Company").

The LLC:

- a) The Members have formed a Limited Liability Company.
- b) The terms and conditions of their LLC will be outlined in this Agreement.
- c) If the Agreement is executed, the LLC Operating Agreement will be in effect on July 1, 2020.
- d) The LLC will only be terminated as outlined in this Agreement.
- e) The LLC's primary place of business will be 2693 ARLA STREET, FAIRBANKS, Alaska, 99709.
- f) The LLC will be governed under the laws of the state of Alaska.
- g) The LLC's primary purpose is the CULTIVATION OF MARIJUANA.

Registered Office and Agent:

The Company's initial registered agent shall be CLIFFORD RUSSELL, located at 1209 Sinclair Avenue, North Pole, Alaska, 99705.

Contributions:

The Members will make an initial contribution to the LLC as follows:

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JUN 17 2020

CLIFFORD RUSSELL: \$0.00 in _____

Contributions will be submitted no later than _____. All capital contributions are final unless all Member give written consult of withdrawal. All contributions will be deposited into a joint capital account.

Interest:

The Member's ownership interest in the LLC will be as follows:

CLIFFORD RUSSELL: 100%

Costs:

The Company shall reimburse Members for all direct out-of-pocket expenses incurred by them in managing the Company.

Profits & Losses:

- a) The Members will share the net profits and losses of the LLC according to the following percentages:

CLIFFORD RUSSELL: 100%

- b) The Member's profit allocation will be accounted by CLIFFORD RUSSELL according to the above percentages after the costs of the LLC have been paid or calculated according to the above cost percentages.
- c) Profit allocations will be distributed 1 time per year.
- d) Each Member must receive 0% of their profit allocation each year from the LLC, although percentages greater than the above listed may be distributed according to a Member vote.
- e) The Members are allowed to withdraw from their profit allocation once a year on an agreed upon date.
- f) All Members will receive enough funds from the LLC to cover their income taxes for total profit allocation by the LLC

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JUN 17 2020

Management:

- a) The liability of the Members is limited according to the Limited Liability statutes for the state of Alaska.
- b) No Member shall be an agent of any other Member by reason of being a Member of the Company.
- c) The Limited Liability Company is managed by its Members. Only CLIFFORD RUSSELL shall have the power to bind the Company.

Proxies:

At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Filing of Notices:

The Members of the Company shall be responsible for preparation, maintenance, filing and dissemination of all necessary returns, notices, statements, reports, minutes or other information to the Internal Revenue Services, the state of Alaska, and any other appropriate state or federal authorities or agencies.

Liability of Members:

All debts, obligations and liabilities of the LLC, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the LLC, and no Member shall be obligated personally for any such debt, obligation or liability of the LLC solely by reason of being a Member. However, each Member remains personally liable for payment of his, her or its Capital Contribution as set forth in the Act or as otherwise provided in this Agreement. This section does not prevent an LLC Member, should they so choose, from separately agreeing to guaranty or otherwise become liable for a debt which is also of the LLC.

Indemnification:

The Company will indemnify the Members and agents for all costs, loses, liabilities and damages paid or accrued by the Member or agent in connection with the Company's business, to the fullest extent provided or allowed by the laws of Alaska.

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Accounting:

- a) All accounts related to LLC, including contribution and distribution accounts, will be audited upon a majority vote of the Members.
- b) All Members will maintain a joint contribution account. All Members will maintain a joint distribution account. Members will keep accurate and complete books of account for all accounts related to the LLC. Any Member, whether majority or minority, will be allowed to review all books of account at any time they request.
- c) Accounting records will be kept on an accrual basis.
- d) All financial records including tax returns and financial statements will be held at the LLC's primary business address and will be accessible to all members.
- e) The fiscal year will be complete on the last day of December of each year. All Members will present their position of the state of the LLC within two weeks of the completion of each fiscal year.
- f) The following Members will be able to sign checks from any joint Member Acct.

CLIFFORD RUSSELL

New Members:

The LLC will amend this agreement to include new Members upon the written and unanimous vote of all Members.

The name of the LLC may be amended if a new Member is added to the LLC upon the written and unanimous votes of all members.

Withdrawal or Death:

The Members hereby reserve the right to withdraw from the LLC at any time. Should a Member withdraw from the LLC because choice or death, the remaining Members will have the option to buy out the remaining shares of the LLC. Should the Members agree to buy out the shares, the shares will be bought in equal amounts by all Members. The Members agree to hire an outside firm to assess the value of the remaining shares. The Members will have 60 days to decide if they want to buy the remaining shares together or disperse them equally. If all Members do not agree to buy the shares, individual Members will then have the right to buy the shares individually. If more than one Member requests to buy the remaining shares, the shares will be split equally among those Members wishing to purchase the shares. If all Members agree by unanimous votes, the LLC may choose to allow a non-Member to buy the shares thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 60 days, the LLC will be dissolved. The name of the LLC may be amended upon the written and unanimous vote of all Members if a Member is successfully bought out.

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The name of the LLC may be amended upon the written and unanimous vote of all Members if a Member is successfully bought out.

Powers of Legal Representative:

If a Member who is an individual dies or a court of competent jurisdiction adjudges the Member to be incompetent to manage his or her person or property, the Member's personal representative, administrator, guardian, conservator, trustee or other legal representative shall have all of the rights of an assignee of the Member's interest. If a Member is a corporation, trust, partnership, Limited Liability Company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

Dissolution:

Should the LLC be dissolved by unanimous vote or otherwise, the LLC will be liquidated, and the debts will be paid. All remaining funds after debts have been paid will be distributed based on the percentage of ownership interest outlined in this Agreement. An assignment or sale of a Member's interest in the Company does not result in the dissolution of the Company. For the avoidance of doubt, the granting of a lien on any amount of Member interest is not deemed to be an assignment.

Liquidation:

Upon dissolution of the Company, Members shall liquidate the Company's assets and shall do so as promptly as is consistent with obtaining fair value for them, and shall apply and distribute the assets of the Company as follows:

- a) First, to the payment and discharge of all of the Company's debts and liabilities to creditors of the Company other than the Members;
- b) Second, to the payment and discharge of all of the Company's debt and liabilities to creditors of the Company that are Members;
- c) Third, to the Members in accordance with their capital accounts, after giving effect to all contributions, distributions and allocations for all periods.

Amendments:

- a) Amendments may be made hereto upon unanimous and written consent of all Members.
- b) Amendments must be expressly written and have the original signatures of all Members.

Settling Disputes:

All Members agree to enter into mediation to resolve disputes arising from this Agreement of LLC. Members agree to attend all sessions of Mediation. Members agree all disputes will be settled by mediation and agree to NOT file law suits against the other Members. Mediation decisions are final.

Action without Meeting:

Any action required or permitted to be taken by the Members at a meeting may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all of the Members.

No State Law Partnership:

The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer or any other Member, for any purposes other than federal and state tax purposes, and this Operating Agreement may not be construed to suggest otherwise.

Choice of Law and Severability:

This Agreement shall be construed in accordance with the internal law of the state of Alaska. If any provision of this Agreement shall be contrary to the internal laws of the state of Alaska or any other applicable law, at the present time or in the future, such provision shall be deemed null and void, but this shall not affect the legality of the remaining provisions of this Agreement. This Agreement shall be deemed to be modified and amended so as to be in compliance with applicable law and this Agreement shall then be construed in such a way as will best serve the intention of the parties at the time of the execution of this Agreement.

Entire Agreement:

This Agreement constitutes the entire agreement among the Members regarding the terms and operations of the Company, except for any amendments to this Agreement adopted in accordance with the terms herein. This Agreement supersedes all prior and contemporaneous agreements, statements, understandings, and representations of the parties regarding the terms and operation of the Company, except as provided in the preceding sentence.

All Members signed hereto agree to the above stated Agreement

Signature:  _____
CLIFFORD RUSSELL

Date: Contingent on AMCO Approval



Alaska Marijuana Control Board

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

Form MJ-17d: Unaltered Operating Plan and/or Premises Diagram Affidavit

What is this form?

An operating plan and/or diagram affidavit is required to be submitted by the transferee for any marijuana establishment transfer license application where the transferee is not making changes to the operating plan and/or premises diagram approved by the Marijuana Control Board, in the course of the transfer application, per 3 AAC 306.045(e). By completing this form you are certifying that no changes will be made to the operating plan and/or premises diagram that have been previously submitted and approved for this license. This form replaces the information required by regulations 3 AAC 306.020(b)(8), 3 AAC 306.020(c), 3 AAC 306.315(2), 3 AAC 306.420, 3 AAC 306.520(2) and (3), and 3 AAC 306.615 if no changes are being made to your operating plan or diagram during the transfer.

Section 1 – Establishment Information

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

New Licensee:	Aurora Blaze, LLC	License Number:	4a-12328		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Aurora Blaze, LLC				
Premises Address:	2693 Arla Street				
City:	Fairbanks	State:	AK	ZIP:	99709

Section 2 – Certification

You must be able to certify at least one of the statements below. Read the following and then sign your initials in the applicable box(es) to the right:

Initials

I certify that there will be no changes to the operating plan for this license.

If the above statement is certified you will not be required to submit forms MJ-01 and MJ-03, MJ-04, MJ-05 or MJ-06.

CRR

I certify that there will be no changes to the premises diagram for this license.

If the above statement is certified, you will not be required to submit form MJ-02.

CRR

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of transferee

C.C. KLOEPFER
NOTARY PUBLIC
State of Alaska
My Commission Expires Feb. 14, 2021

Notary Public in and for the State of Alaska

My commission expires: 2-14-2020

Clifford Russell

Printed name of transferee

Subscribed and sworn to before me this 21ST day of MAY, 2020.