AK Entity #: 10052366
Date Filed: 02/25/2017
State of Alaska, DCCED

THE STATE of ALASKA

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

FOR DIVISION USE ONLY

Limited Liability Company

Initial Biennial Report

Web-2/25/2017 8:22:17 PM

Entity Name: AK Aurora Blooms LLC
Entity Number: 10052366
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent
Name: Brittany Gitschel
Physical Address: 3140 SPAFFORD LANE, FAIRBANKS, AK 99709
Mailing Address: PO BOX 10690, FAIRBANKS, AK 99710

Entity Physical Address: 2693 ARLA STREET, FAIRBANKS, AK 99709

Entity Mailing Address: PO BOX 10690, FAIRBANKS, AK 99710

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

Name	Address	% Owned	Titles
Brittany Gitschel	PO Box 10690, Fairbanks, AK 99710	50	Member
Branden Roybal	3665 Worrell, Fairbanks, AK 99709	50	Member

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING
New NAICS Code (optional):

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

Name: Brittany Gitshel

AMCO Received 03/16/2017

Alaska Entity #10052366

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

Certificate of Organization

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

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

AK Aurora Blooms LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **February 25, 2017**.

Chris Hladick
Commissioner

AMCO Received 03/16/2017

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Articles of Organization

Domestic Limited Liability Company

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1 - Entity Name

Legal Name: AK Aurora Blooms LLC

2 - Purpose

To cultivate marijuana and any other lawful

3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

4 - Registered Agent

Name: Brittany Gitschel
Mailing Address: PO Box 10690, Fairbanks, AK 99710
Physical Address: 3140 Spafford lane, Fairbanks, AK 99709

5 - Entity Addresses

Mailing Address: PO Box 10690, Fairbanks, AK 99710
Physical Address: 2693 Arla Street, Fairbanks, AK 99709

6 - Management

The limited liability company is managed by its members.

AMCO Received 03/16/2017

7 - Officials

Name	Address	% Owned	Titles
Brittany Gitschel			Organizer
Branden Roybal			Organizer

Name of person completing this online application

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

Name: Brittany

AMCO Received 03/16/2017

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:	AK Aurora Blooms LLC	**License Number:**	12328		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	AK AURORA BLOOMS LLC				
Physical Address:	2693 Arla Street				
City:	Fairbanks	**State:**	AK	**Zip Code:**	99709
Designated Licensee:	Branden Roybal				
Email Address:	brandenroybal@yahoo.com				

Section 2 – Attached Items

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

Attached Items:	Operating Agreement

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

AK Aurora Blooms LLC Operating Agreement

This is a Limited Liability Operating Agreement (the "Agreement") made on February 20, 2017. The Members in this agreement are as follows:

BRANDEN ROYBAL
BRITTANY GITSCHEL

The Members to this Agreement agree to the following:

NAME:

This Limited Liability Company will be known as AK AURORA BLOOMS 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 February 20, 2017.

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 BRITTANY GITSCHEL, located at P.O. BOX 10690, FAIRBANKS, Alaska, 99710.

Contributions:

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

BRANDEN ROYBAL: $0.00 in _____
BRITTANY GITSCHEL: $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:

BRANDEN ROYBAL: 50%
BRITTANY GITSCHEL: 50%

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:

   BRANDEN ROYBAL: 50%
   BRITTANY GITSCHEL: 50%

b) The Member's profit allocation will be accounted by BRITTANY GITSCHEL 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 times 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.

Members and Managers:

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 BRANDEN ROYBAL or BRITTANY GITSCHEL 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.

Accounting:

a) All accounts related to the 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 account.

BRANDEN ROYBAL
BRITTANY GITSCHEL

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.

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 disputed 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 a 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.

Signed this 20 day of February, 2017

Signature: _____
BRANDEN ROYBAL

Signature: _____
BRITTANY GITSCHEL