

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 100 Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

DVP Distro LLC

- Art of Inc. File _____
- LTD Partnership File _____
- Foreign Corp. File _____
- L.C. File _____
- Fictitious Name File _____
- Trade/Service Mark _____
- Merger File _____
- Art. of Amend. File _____
- RA Resignation _____
- Dissolution / Withdrawal _____
- Annual Report / Reinstatement _____
- Cert. Copy _____
- Photo Copy _____
- Certificate of Good Standing _____
- Certificate of Status _____
- Certificate of Fictitious Name _____
- Corp Record Search _____
- Officer Search _____
- Fictitious Search _____
- Fictitious Owner Search _____
- Vehicle Search _____
- Driving Record _____
- UCC 1 or 3 File _____
- UCC 11 Search _____
- UCC 11 Retrieval _____
- Courier _____

Signature _____

Requested by: SETH

Name _____ Date _____ Time _____

Walk-In _____ Will Pick Up _____

2021 DEC 16 PM 3:29

STATEMENT OF AUTHORITY
OF
DVP DISTRO, LLC
a Florida limited liability company

(the "Statement of Authority")

Pursuant to Section 605.0302 of Chapter 605 of the Florida Statutes, as amended from time to time, and any successor statute (the "Florida Revised Limited Liability Company Act" and/or the "Act"), the limited liability company identified below (the "Company") submits the following Statement of Authority:

- 1. The name of the Company is:

DVP Distro LLC

- 2. The Florida Document Number of the Company is:

L20000192836

- 3. The street address and mailing address of the Company's principal office is:

3700 N 29th Ave
Suite 102
Hollywood, FL 33020

- 4. Effective as of the Statement of Authority Effective Date (as such term is defined herein below), this Statement of Authority does hereby establish and confirm that:

(a) The existing members of the Company (the "Members") are parties to that certain Amended and Restated Operating Agreement of the Company (the "Operating Agreement") dated as of the 1st day of February, 2021 (the "Operating Agreement Effective Date").

(b) The Operating Agreement has not been modified or amended and is the same as existed on the Operating Agreement Effective Date and is validly existing and is in full force and effect of the Effective Date.

- (c) Section 5.1 of the Operating Agreement specifically states that:

"Except for situations in which the approval of one or more Members is expressly required by this Agreement or the Act, (i) the powers of the Company shall be exercised by or under the authority of and the business and affairs of the Company shall be managed under the direction of a Board of Managers (the "Board") and (ii) the Board may make all decisions and take all actions for the Company not otherwise provided in this Agreement. No Person, other than the

Board, shall have authority to bind the Company except where (i) such Person is acting pursuant to a specific grant of authority by the Board or (ii) where such Person has been elected as an officer or authorized person of the Company and is acting within the scope of the authorization conferred on such Person, directly or indirectly (through an officer directly authorized), by the Board. For purposes of certainty, the Company shall be deemed to be manager-managed within the meaning of Section 605.0407 of the Act. The Company shall be deemed to be manager-managed within the meaning of Section 605.0407 of the Act."

(d) Section 5.2.1(a) of the Operating Agreement specifically states that the "Dean 1561 Manager" is Gidon Rosman, an individual.

(e) The Existing Voting Parties (as such term is defined in the Operating Agreement") have not delivered any written notice to the Company which confirms that the Existing Voting Parties have agreed upon the identity and/or designation of the Existing Voting Parties Manager (as such term is defined in the Operating Agreement).

(f) Section 5.2.1(b) of the Operating Agreement specifically states that:

"Moreover, and notwithstanding anything in this Agreement to the contrary, during any and all times where the Existing Voting Parties have not agreed upon the designation of the Existing Voting Parties Manager, then the Dean 1561 Manager shall constitute the entire Board and, as such, the Dean 1561 Manager, acting alone, shall be expressly authorized, on behalf of the Board and the Company, to make all decisions and take all actions for and on behalf of the Company."

(g) Section 5.5 of the Operating Agreement specifically states that:

The Members expressly understand and agree that the Board shall elect and appoint a "General Manager" to undertake, on behalf of the Board, certain administrative and day-to-day functions in connection with the business affairs of the Company and such other services delegated to the General Manager under this Agreement. The General Manager agrees to use his or her commercially reasonable efforts to carry out the business and affairs of the Company and to devote such time to the Company as is necessary, in the reasonable discretion of the General Manager for the efficient operation of the business and affairs of the Company; provided, however, the General Manager may not assign or delegate its duties or obligations under this Agreement without the prior written consent of the Board. The General Manager may be removed, and a new General Manager appointed, by the Board in accordance with the terms of this Agreement. The initial General Manager shall be Orel Ben Simon, in his capacity as a Manager."

(h) Heretofore, Orel Ben Simon, an individual ("Simon"), was removed as the General Manager by the Board (as such term is defined in the Operating Agreement").

5. In light of the statements contained in Section 4 above, GIDON ROSMAN, an individual ("Rosman"), as the Dean 1561 Manager, the sole and current Manager (as such term is defined in the Operating Agreement) of the Company, is hereby authorized and empowered, in the name of and on behalf of the Company, to make all decisions and take all actions for and on behalf of the Company and to enter into other transactions on behalf of and/or otherwise act for and/or bind the Company.

6. Without limiting the generality of the foregoing, each and every certificate, document, and/or other instrument executed on behalf of the Company by Rosman (in his capacity as the Dean 1561 Manager) shall be conclusive evidence in favor of any and every Person (defined as any individual or a corporation, limited liability company, partnership, joint venture, trust, unincorporated organization, association (including any group, organization, co tenancy, plan, board, council or committee), government (including a country, state, county, or any other governmental or political subdivision, agency or instrumentality thereof) or other entity (or series thereof)) relying thereon or claiming thereunder that:

(a) at the time of the execution and delivery of such certificate, document or instrument, this Statement of Authority was in full force and effect;

(b) Rosman (in his capacity as the Dean 1561 Manager) was duly authorized and empowered to execute and deliver any such certificate, document or instrument for and on behalf of the Company; and

(c) such certificate, document or instrument was duly executed and delivered in accordance with the terms and provisions of the Operating Agreement and is binding upon the Company.

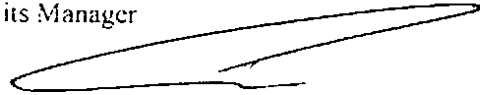
7. The execution, delivery and/or filing of this Statement of Authority is undertaken in compliance with the Act and the terms of the Operating Agreement.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

This Statement of Authority is executed this 14th day of December, 2021 (the "Statement of Authority Effective Date").

DVP Distro LLC,
a Florida limited liability company

By: Dcan 1561 LLC,
a Florida limited liability company,
its Manager



By: _____

Name: Gidon Rosman

Title: Authorized Representative