

M98000000358

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

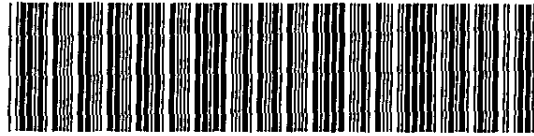
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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Martin-Brower, LLC
9500 West Bryn Mawr Avenue
Suite 700
Rosemont, Illinois 60018

847 227.6500
847 227.6525 Fax

April 5, 2005

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

**Re: Application by Foreign Limited Liability Company to File Amendment to
Application for Authorization to Transact Business in Florida**

Dear Sir or Madam:

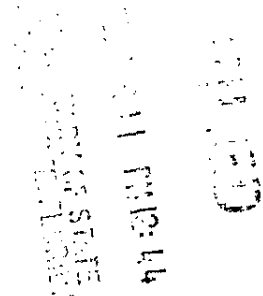
Enclosed please find an Application by Foreign Limited Liability Company to File Amendment to Application for Authorization to Transact Business in Florida to be filed on behalf of The Martin-Brower Company, L.L.C. Also enclosed is a check for \$25.00 for the filing fee.

Please send a letter of acknowledgement to my attention at the above address. Please contact me at npopp@reyesholdings.com or (847) 227-6596 if you should have any questions.

Very truly yours,

Noah N. Popp
Senior Counsel

Enclosures



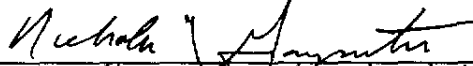
**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY TO
FILE AMENDMENT TO APPLICATION FOR AUTHORIZATION TO
TRANSACTION BUSINESS IN FLORIDA**

SECTION I (1-3 must be completed)

1. Name of limited liability company as it appears on the records of the Florida Department of State: The Martin-Brower Acquisition Company, L.L.C.
2. Jurisdiction of its organization: Delaware
3. Date authorized to do business in Florida: April 15, 1998

SECTION II (4-7 complete only the applicable changes)

4. If the amendment changes the name of the limited liability company, when was the change effected under the laws of its jurisdiction of organization? Upon formation.
5. New name of the limited liability company: The Martin-Brower Company, L.L.C
which is Manager-managed by Reyes Holdings, Inc.
6. If the amendment changes the period of duration, indicate new period of duration:
N/A
7. If the amendment changes the jurisdiction of organization, indicate new jurisdiction:
N/A
8. If the amendment corrects any false statement, indicate the statement being corrected and the correction: Please see attached.
9. Attached is an original certificate, no more than 90 days old, evidencing the aforementioned amendment(s), duly authenticated by the official having custody of records in the jurisdiction under the law of which this entity is organized.



Signature of a member or the authorized
representative of a member

Nicholas L. Giampietro, Senior Vice President, General
Counsel and Secretary of Reyes Holdings, L.L.C., sole
member of The Martin-Brower Company, L.L.C.

Typed or printed name of signee

Filing Fee: \$25.00

RECEIVED
SECTION II
MAY 11 1998
TALLAHASSEE, FLORIDA

**ATTACHMENT TO
APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY TO
FILE AMENDMENT TO APPLICATION FOR AUTHORIZATION TO
TRANSACTION BUSINESS IN FLORIDA**

8. *If the amendment corrects any false statement, indicate the statement being corrected and the correction:*

Attached please find (i) a certified copy of a Certificate of Dissolution of Martin-Brower Management Corporation filed with the Secretary of State of the State of Delaware on February 7, 2003 and (ii) a copy of Amendment No. 2 to the Limited Liability Company Agreement of Reyes Holdings, L.L.C. (the sole member of The Martin-Brower Company, L.L.C.) dated April 24, 1998, certified as authentic by the Senior Vice President, General Counsel and Secretary of Reyes Holdings, L.L.C.

Taken together, the above items document that (a) on April 24, 1998, Martin-Brower Management Corporation was replaced with Reyes Holdings, Inc. as the manager of The Martin-Brower Company, L.L.C. and (b) on February 7, 2003, Martin-Brower Management Corporation was dissolved. Because of this, the statement that Martin-Brower Management Corporation was the manager of The Martin-Brower Company, L.L.C. was false in each of the following documents (the correct manager was Reyes Holdings, Inc.):

1. 2002 Uniform Business Report document #M98000000358, dated 1/14/02;
2. 2001 Uniform Business Report document #M98000000358, dated 1/10/01;
3. 2000 Uniform Business Report document #M98000000358, dated 2/4/00;
4. Application by Foreign Limited Liability Company to File Amendment to Application to Transact Business in Florida, filed 6/2/99; and
5. 1999 Limited Liability Company Annual Report document #M98000000358, dated 4/7/99.

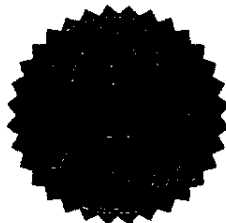
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF DISSOLUTION OF "MARTIN-BROWER MANAGEMENT CORPORATION", FILED IN THIS OFFICE ON THE SEVENTH DAY OF FEBRUARY, A.D. 2003, AT 4:30 O'CLOCK P.M.



2871268 8100

050199133

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3772410

DATE: 03-29-05

DELAWARE
CERTIFICATE OF DISSOLUTION

OF

MARTIN-BROWER MANAGEMENT CORPORATION

(Pursuant to Section 275 of the Delaware Corporation Law)

* * * *

FIRST: The name of the corporation is **Martin-Brower Management Corporation**.

SECOND: The Certificate of Incorporation of the corporation was filed on March 16, 1998.

THIRD: The dissolution of the corporation was authorized on February 1, 2003.

FOURTH: The names and addresses of the directors and officers are:

1. **J. Christopher Reyes -Director, and Chairman**
9500 Bryn Mawr Avenue
Suite 700
Rosemont, Illinois 60018
2. **M. Jude Reyes -Director, and Vice Chairman**
9500 Bryn Mawr Avenue
Suite 700
Rosemont, Illinois 60018
3. **David K. Reyes -Director, and Secretary**
9500 Bryn Mawr Avenue
Suite 700
Rosemont, Illinois 60018
4. **Gregory J. Purcell -Director, and Vice President**
9500 Bryn Mawr Avenue
Suite 700
Rosemont, Illinois 60018
5. **Peer Pødersen -Director**
161 N. Clark Street
Suite 3100
Chicago, IL 60601

6. Dennis A. Malchow -Director
9500 Bryn Mawr Avenue
Suite 700
Rosemont, Illinois 60018
7. Joseph P. Campolo -Assistant Secretary
9500 Bryn Mawr Avenue
Suite 700
Rosemont, Illinois 60018

FIFTH: This Certificate of Dissolution shall be effective upon filing.

DATED: February 6, 2003

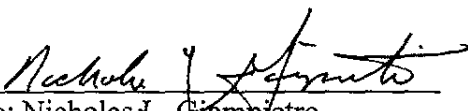
By: /s/ J. Christopher Reyes
Its: Chairman

CERTIFICATE

Attached is a true, correct and complete copy of Amendment No. 2 to the Limited Liability Company Agreement of Reyes Holdings, L.L.C. dated as of April 24, 1998.

Dated this 10th day of March, 2005.

REYES HOLDINGS, L.L.C.

By: 
Name: Nicholas L. Giampietro
Title: Senior Vice President, General
Counsel and Secretary

AMENDMENT NO. 2 TO THE
LIMITED LIABILITY COMPANY AGREEMENT
OF
REYES HOLDINGS, L.L.C.

This Amendment No. 2 to the Limited Liability Company Agreement of Reyes Holdings, (the "Company") dated as of January 1, 1997 as amended on December 10, 1997 (the "Agreement"), is made as of the 24 day of April, 1998. Capitalized terms used and not defined herein have the respective meanings ascribed thereto in the Agreement.

RECITALS

WHEREAS, the parties to the Agreement have formed a limited liability company under the Delaware Limited Liability Company Act;

WHEREAS, the Managers have determined that it is in the best interests of the Company to create a new Series of Units for the purpose of establishing a vehicle which will hold the Company's interests in The Martin-Brower Company, L.L.C., a Delaware limited liability company ("Martin-Brower, L.L.C."), a leading distributor of products to the McDonald's

WHEREAS, the Members of the Company have unanimously agreed to create such a new Series of Units, and to designate such new Series of Units as "Series F."

NOW THEREFORE, in consideration of the agreements and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1.1 of the Agreement is hereby amended by adding the following defined terms, in alphabetical order:

"Series F Assignee" means any Person who is an Assignee of Series F Units or part thereof, and who has not become a Member pursuant to Section 14.1 hereof.

"Series F Business" means the business operated by the Company from time to time as a part of the Series F Capital Contribution.

"Series F Capital Account" means, with respect to any Member or Assignee of Series F Units, the account maintained for such member or Assignee of Series F Units in accordance with the provisions of Section 4.4 hereof.

"Series F Capital Contribution" means with respect to any Series F Member or Series F Assignee, the amount set forth on Schedule F attached hereto.

"Series F Distribution" means with respect to any Series F Member or Assignee, the amount of cash and the Gross Asset Value of any property other than cash attributable to or from the Series F Business and distributed by the Company to the Series F Member or Series F Assignee, including without limitation the amount of any taxes required to be withheld or paid over with respect to any distribution or allocation to such Series F Member or Series F Assignee.

"Series F Manager" means the manager elected by the Majority Vote of the Series F

"Series F Member" means each Member whose name appears on the signature pages as an owner of Series F Units and any Assignee of Series F Units who becomes a Series Member.

"Series F Profits" or "Series F Losses" means, for each Fiscal Year, an amount equal to a portion of the Company's Profits or Losses attributable to or resulting from the Series F Profits or Losses (as determined by the managers in their sole discretion).

"Series F Unit" means, with respect to each Series F Member or Series F Assignee, the portion of such Member or Assignee in the Series F Profits, Series F Losses and Series F Profits or Losses, equal to one, divided by the total number of Series F Units hereunder.

Section 1.1 is hereby further amended by inserting the phrase ", Series F Units" in the second line of the definition of the term "Series" immediately following the phrase "Series E Units" and immediately preceding the word "and".

Section 1.1 is hereby further amended by inserting the phrase "the Series F Business," on the fourth line of the definition of the term "Series Business" immediately following the phrase "the Series E Business," and immediately preceding the word "The".

Section 4.1 is hereby amended by inserting the phrase "those made by the Series F Members are designed as Series F Capital Contributions;" in the seventh line thereof immediately following the words "Capital Contributions;" and immediately preceding the words "and those".

Section 4.4.1. is hereby amended by inserting the sentence "The Capital Accounts of the Series F Members and Series F Assignees shall be designated as Series F Capital Accounts." on the eighth line thereof immediately following the words "Accounts." and immediately preceding the word "the".

Section 5.1 is hereby amended by inserting the phrase "Series F Members," in the fourth line thereof immediately following the phrase "Series E Members," and immediately preceding the phrase "Series RH Members."

Section 6.1 is hereby amended by adding a new subsection (f) which reads in its entirety "The Manager for the Series F Business shall be Reyes Holdings, Inc." and relettering current subsection (f) as subsection (g).

Section 6.2 is hereby amended by adding a new subsection (f) which reads in its entirety "The Series F Manager shall have sole and exclusive authority to decide all matters and to manage all of the business affairs related to the Series F Business;" and relettering current subsection (f) as subsection (g) and relettering current subsection (g) as subsection (h).

Section 8.1 is hereby amended by adding a new subsection (f) which reads in its entirety
(f) Series F Profits and Series F Losses shall be allocated 100% to the Series F
Members and Series F Assignees, and among such Series F Members and Series F Assignees
in proportion to the number of Series F Units held by such Series F Member and Series F
Assignee and relettering current subsection (f) as subsection (g), relettering current subsection
(g) as subsection (h) and relettering current subsection (h) as subsection (i).

Schedule RH is hereby amended by adding Reyes Holdings, Inc. as a new Series RH
Member with a Series RH Capital Contribution of \$100 and 25 Series RH Units.

WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 as of the
date above written.

MEMBERS:

ZEMA SYSTEMS CORPORATION

By: J. Christopher Reyes

Name: J. CHRISTOPHER REYES

Title: CHAIRMAN

PREMIUM DISTRIBUTORS OF VIRGINIA, INC.

By: J. Christopher Reyes

Name: J. CHRISTOPHER REYES

Title: CHAIRMAN

HARBOR DISTRIBUTING CO.

By: J. Christopher Reyes

Name: J. CHRISTOPHER REYES

Title: CHAIRMAN

PREMIUM DISTRIBUTORS OF WASHINGTON
D.C., INC.

By: J. Christopher Reyes

Name: J. CHRISTOPHER REYES

Title: CHAIRMAN

REYES ULTRA HOLDINGS, L.L.C.

By: J. Christopher Reyes

Name: J. CHRISTOPHER REYES

Title: CHAIRMAN

REYES HOLDINGS, INC.

By: J. Christopher Reyes

Name: J. CHRISTOPHER REYES

Title: CHAIRMAN