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CORPORATION(S) NAME

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Absolute Systems
to

Rental Liability Management

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**ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF
ABSOLUTE SYSTEMS, INC.
CHANGING ITS NAME TO RENTAL LIABILITY MANAGEMENT, INC.
AND PROVIDING FOR CERTAIN OTHER MATTERS**

Pursuant to the provisions of §607.1005 of the Florida Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of this corporation is ABSOLUTE SYSTEMS, INC. (the "Corporation").
2. This Amendment made to the Articles of Incorporation was duly adopted and approved of by the unanimous written consent executed by all members of the Board of Directors and the sole shareholder of the Corporation dated December 12, 1997, pursuant to §607.0704 and §607.0821 of the Florida Business Corporation Act.
3. Except as hereby amended, the Articles of Incorporation of the Corporation shall remain the same.
4. Article I of the Articles of Incorporation of the Corporation is hereby deleted in its entirety, and the following language is inserted in lieu thereof:

ARTICLE I

NAME

The name of this corporation is RENTAL LIABILITY MANAGEMENT, INC.

5. Article II of the Articles of Incorporation of the Corporation is hereby deleted in its entirety, and the following language inserted in lieu thereof:

ARTICLE II

PURPOSE

The purpose of this Corporation and the objects of business to be carried on by it are limited to the administration, management, and settlement of contingent liabilities and claims assumed by the Corporation from other entities, and all activities incident thereto. The Corporation shall not engage in activities that do not relate to the foregoing purpose.

6. Article III of the Articles of Incorporation of the Corporation is hereby deleted in its entirety, and the following language is inserted in lieu thereof:

ARTICLE III
CAPITAL STOCK

A. General Provisions

1. **Authorized Shares and Class Designations.** The aggregate number of shares of all classes of capital stock that this Corporation shall have authority to issue is ten thousand (10,000), consisting of (i) nine thousand (9,000) shares of Class A common stock, par value \$0.01 per share (the "Class A Common Stock"), and (ii) one thousand (1,000) shares of Class B Common Stock, par value \$0.01 per share (the "Class B Common Stock").

2. **General Voting Rights.** Subject to paragraph 3 below, each share of Class A and Class B Common Stock shall be entitled to one vote with respect to all matters, and shall vote as a single class of capital stock.

3. **Amendment of Articles of Incorporation.** Any amendment of these Articles of Incorporation shall require the affirmative vote of shareholders holding a majority of the issued and outstanding shares of Class A Common Stock, and the affirmative vote of shareholders holding at least seventy five percent (75%) of the issued and outstanding shares of Class B Common Stock.

4. **Distributions.** Each share of Class A and Class B Common Stock shall have equal rights with respect to the payment of dividends. The Class A and Class B Common Stock shall rank equally with respect to all distributions of money or property, subject to the liquidation preferences and rights of redemption provided for hereafter.

B. Redemption of Class B Common Stock.

1. **Corporation Option.** The Corporation shall have the option to redeem all, and not less than all, of the outstanding shares of Class B Common Stock, at a cash price per share equal to the Redemption Price. This option is referred to herein as the Corporation Option. Said Corporation Option can be exercised by the Corporation only by delivery of a Redemption Notice to all of the holders of shares of Class B Common Stock during the Redemption Period. The redemption of Class B Common Stock pursuant to the exercise of the Corporation Option shall be consummated on the Redemption Closing Date. The decision to exercise the Corporation Option shall be made by the Corporation's Board of Directors.

2. **Shareholder Option.** Each holder of shares of Class B Common Stock shall have the option to require the Corporation to redeem all, and not less than all, of the outstanding shares of Class B Common Stock at a price per share equal to the Redemption Price. This option is referred to herein as the Shareholder Option. Said Shareholder Option can be exercised by any holder of shares of Class B Common

Stock only by delivery of a Redemption Notice to the Corporation during the Redemption Period. The redemption of Class B Common Stock pursuant to the exercise of a Shareholder Option shall be consummated on the Redemption Closing Date. The exercise of a Shareholder Option by any holder of shares of Class B Common Stock shall be binding on all holders of Class B Common Stock, and the Corporation shall redeem all shares of Class B Common Stock pursuant to the proper exercise of a Shareholder Option by any shareholder in accordance with the provisions of these Articles of Incorporation.

3. Notices by the Corporation Following Redemption Notice Issued by a Shareholder. If there is more than one holder of shares of Class B Common Stock, then within two business days of receipt of a Redemption Notice from a shareholder, the Corporation shall issue a written notice to all of the other holders of Class B Common Stock advising them of the exercise of a Shareholder Option, and that all shares of Class B Common Stock shall be redeemed.

4. Calculation and Notice of Total Redemption Value by the Corporation; Disputes.

(A) No later than 45 days after the last day of the calendar month during which a Redemption Notice is issued, the Corporation shall calculate the Total Redemption Value and Redemption Price per share, and issue to the holders of the Class B Common Stock a written notice advising them of such amounts, including supporting calculations (a "Value Report"). If there is a dispute as to the calculation of such amounts, the holder of Class B Common Stock disputing the amounts shall issue a written notice to the Corporation (a "Value Dispute Notice") no later than 10 days after date of issuance of the Value Report advising the Corporation of a disagreement, and either (i) proposing a revised amount of the Total Redemption Value and Redemption Price per share, with supporting calculations, or (ii) requesting a recalculation of said amounts by the Corporation, and the reasons for such request.

(B) If a Value Dispute Notice is not issued to the Corporation within 10 days after the date of issuance of the Value Report by the Corporation, the amounts set forth on the Value Report shall be deemed to have been agreed to by all holders of the Class B Common Stock, and the redemption of the Class B Common Stock shall proceed based upon the values set forth in the Value Report.

(C) If the Corporation and the issuer of the Value Dispute Notice cannot reach an agreement as to the amounts of the Total Redemption Value and Redemption Price per share within 10 days after the date of the Corporation's receipt of the Value Dispute Notice, then such amounts shall be determined by an arbitrator which will either be agreed to in writing by the holders of Class B Common Stock and by the Corporation within 15 days after the date of the Corporation's receipt of the Value Dispute Notice, or which will be an independent accounting firm selected by lot within 15 days after the date of the Corporation's receipt of the Value Dispute

Notice from at least two of the six largest nationally recognized accounting firms at that time (excluding, however, any firm which is then the regular outside accounting firm of the Corporation, any holder of the Class B Common Stock, or any person or entity in control of any of the foregoing). The arbitrator shall submit its written decision, together with supporting information and calculations, to the parties no later than 20 days after the date of selection of the arbitrator. The determination of the arbitrator shall be binding on the Corporation and all of the holders of the Class B Common Stock. The fees of the arbitrator shall be borne one-half by the Corporation and one-half by the holders of the Class B Common Stock. With the exception of the arbitrator's fees, each party shall pay for its own expenses with respect to said arbitration.

(D) The decisions of shareholders holding a majority of the outstanding shares of Class B Common Stock shall be binding on all of the holders thereof, and the decisions of the Corporation with respect to any of the foregoing matters shall be made by its Board of Directors.

(E) If a Value Dispute Notice is issued, the Redemption Closing Date shall be delayed until the tenth day after (i) the date on which the Corporation and the holders of the Class B Common Stock reach an agreement as to the amount of the Total Redemption Value and Redemption Price per share, or (ii) the date on which the arbitrator submits its written decision to the parties, whichever is applicable.

5. Execution of Documents. In connection with the consummation of a Redemption of Class B Common Stock pursuant to the exercise of a Corporation Option or Shareholder Option, the shareholders and Corporation shall execute such documents as may be reasonably necessary to consummate the redemption.

6. Definitions. The following definitions and rules shall apply for all purposes relating to these Articles of Incorporation.

(a) A "Change in Control" shall be deemed to have occurred at such time as (i) any person (as the term "person" is used in Section 13(d)(3) or Section (14)(d)(2) of the Securities Exchange Act of 1934 (the "Exchange Act") files a Schedule 13D or Schedule 14D-1 under the Exchange Act (or any successor schedule, form or report) disclosing that such person has become the beneficial owner of 50% or more of the total voting power in the aggregate of all classes of stock of capital stock of Republic Industries, Inc., a Delaware corporation ("Republic") then normally entitled to vote in elections of directors, or (ii) there shall be consummated any consolidation or merger of Republic pursuant to which the common stock of Republic would be converted into cash, securities or other property, in each case other than a consolidation or merger of Republic in which the holders of common stock immediately prior to the consolidation or merger have, directly or indirectly, at least a majority of the total voting power in the aggregate of all classes of capital stock of the continuing or surviving corporation immediately after the consolidation or merger.

(b) "Corporation Option" means an option and right (but not the obligation) held by the Corporation to redeem all and not less than all of the outstanding shares of the Class B Common Stock, at a price per share equal to the Redemption Price.

(c) "Increase in Shareholders' Equity" shall be the remainder of the Redemption Value Shareholders' Equity minus the Initial Shareholders' Equity. If said remainder is not a positive amount, it shall be deemed to be zero.

(d) "Initial Shareholders' Equity" shall mean the Shareholders' Equity immediately after giving effect to consummation of the transfer of consideration to the Corporation and the assumption of liabilities by the Corporation pursuant to an agreement relating to the issuance of the Class B Common Stock. The calculation of Initial Shareholders' Equity shall be reviewed and approved by the Corporation's Board of Directors, and reflected in resolutions of said Board of Directors, copies of which shall be inserted in the Corporation's minute book. The amount of Initial Shareholders' Equity so approved of by the Board of Directors shall be conclusive for all purposes requiring any reference to Initial Shareholders' Equity.

(e) "Loan Acceleration Event" means the date on which a creditor of the Corporation duly demands the acceleration of any obligation for borrowed money of the Corporation in excess of one hundred thousand dollars in connection with an event of default under such obligation and after the expiration of any applicable cure period thereunder, all in accordance with the terms of such obligation, or the tenth day after the date on which the obligor under any obligation for borrowed money held by the Corporation in excess of one hundred thousand dollars defaults with respect to the payment to the Corporation of sums due under such obligation, but only if said default is not cured on or prior to the tenth day after said default.

(f) "Redemption Closing Date" means the date on which the redemption of the Class B Common Stock pursuant to the exercise of a Corporation Option or a Shareholder Option is consummated. The Redemption Closing Date shall be on the date which is 15 days after the date of issuance of the Value Report by the Corporation.

(g) "Redemption Notice" means a written notice sent by the Corporation to the holders of the Class B Common Stock, or by a holder of the Class B Common Stock to the Corporation, advising the recipient that the sender desires to exercise a Corporation Option or a Shareholder Option, as the case may be. In the case of a Redemption Notice issued by the Corporation, said notice must also set forth a statement of the Total Redemption Value and the Redemption Price per share, including supporting calculations.

(h) "Redemption Period" means, with respect to a Shareholder Option, any date which is on or after the fifth anniversary of the date on which the Class B Common Stock is first issued by the Corporation; with respect to a

Corporation Option, "Redemption Period" means any date which is on or after the sixth anniversary of the date on which all of the Class B Common Stock is first issued by the Corporation. Notwithstanding the foregoing, the Redemption Period with respect to a Shareholder Option and a Corporation Option shall be accelerated and commence on the earlier of (i) the date on which all of the Corporation's liabilities are assumed by any other person or entity, (ii) the date on which all of the contingent liabilities which were originally incurred by third parties and subsequently assumed by the Corporation, and which gave rise to any reserves taken into account in determining Initial Shareholders' Equity, have been paid or settled in full, or (iii) the date on which a Change in Control occurs. In addition, the Redemption Period with respect only to a Shareholder Option shall be accelerated and commence on the earlier of (i) the occurrence of any events referred to in the preceding sentence, or (ii) the date on which a Loan Acceleration Event occurs.

(i) "Redemption Price" means, with respect to a single share of Class B Common Stock, cash in an amount equal to the Total Redemption Value divided by the total number of outstanding shares of Class B Common Stock.

(j) "Redemption Value Shareholders' Equity" shall mean the Shareholders' Equity on the last day of the calendar month during which a Redemption Notice is delivered in accordance with these Articles of Incorporation. The Redemption Value Shareholders' Equity shall be calculated in a manner consistent with the manner of calculation of the Initial Shareholders' Equity, including without limitation the manner, methods and assumptions relating to the calculation of any reserves for contingent liabilities.

(k) "Shareholders' Equity" shall mean, in respect of any date herein specified, the remainder of the Corporation's total assets as of such date, minus the Corporation's total liabilities as of such date (including without limitation the amount properly reflected on the Corporation's balance sheet as reserves for contingent liabilities), all as determined in accordance with generally accepted accounting principles, applied on a consistent basis, except that such total assets and total liabilities shall exclude any potential assets or liabilities relating to income or similar taxes.

(l) "Shareholder Option" means an option and right (but not the obligation) held by a holder of shares of Class B Common Stock to require the Corporation to redeem all, and not less than all, of the shares of Class B Common Stock at a price per share equal to the Redemption Price.

(m) "Total Redemption Value" means an amount of money calculated in the following manner: The Increase in Shareholders' Equity shall be determined. The Total Redemption Value shall be equal to the sum of (i) the product of one-half of one percent (0.5%), multiplied by the Increase in Shareholders' Equity, but only to the extent that the Increase in Shareholders' Equity does not exceed fifty seven million dollars; and (ii) if the Increase in Shareholders' Equity exceeds fifty

seven million dollars, the product of five percent (5%), multiplied by the amount by which the Increase in Shareholders' Equity exceeds fifty seven million dollars, but only to the extent that such excess does not exceed twenty five million dollars. In no event shall the Total Redemption Value exceed the sum of one million five hundred thirty five thousand dollars. For example, if the Increase in Shareholders' Equity is equal to \$65,000,000, the Total Redemption Value shall be equal to \$685,000, which represents the sum of (i) the first \$57,000,000 of Increase in Shareholders' Equity multiplied by 0.5%, plus (ii) the next \$8,000,000 of Increase in Shareholders' Equity multiplied by 5%.

C. Liquidation Rights of Class B Common Stock.

1. Liquidation Preference. In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, each holder of Class B Common Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its shareholders, whether such assets are capital, surplus or earnings, before any payment or declaration and setting apart for payment of any amount shall be made in respect of any shares of Class A Common Stock, an amount equal to the Redemption Price per share of Class B Common Stock multiplied by the number of shares of Class B Common Stock held by such shareholder. All amounts in excess of the foregoing preferential amounts shall be distributed to the holders of Class A Common Stock. If upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the assets to be distributed among the holders of Class B Common Stock shall be insufficient to permit the payment to such shareholders of the full preferential amounts aforesaid, then the entire assets of the Corporation to be distributed shall be distributed ratably among the holders of Class B Common Stock, based on the number of shares of Class B Common Stock held by each shareholder.

2. Notices of Winding Up. Prior to dissolution and final liquidation of the Corporation, the Corporation shall be required to issue a notice to the holders of Class B setting forth the amount to be distributed to them. Said notice shall be in the form of a Redemption Notice, and shall be treated as the delivery of a Redemption Notice by the Corporation during the Redemption Period for all purposes. All rights and obligations arising as a result of delivery of a Redemption Notice under section C of this Article III shall be applicable to a liquidation, dissolution or winding up under this section C.

D. Notices. All notices under these Articles of Incorporation shall be sent by (i) U.S. certified mail, return-receipt requested, (ii) nationally recognized overnight courier services (such as Federal Express), or (iii) hand delivery, in the case of any shareholder, to the address appearing on the books of the Corporation, or in the case of the Corporation, to the Corporation's principal office. A signed receipt of delivery shall be conclusive evidence, but not the only evidence, of delivery. A refusal of acceptance of delivery of any communication shall be deemed to have been received by the intended recipient.

IN WITNESS WHEREOF, these Articles of Amendment to the Articles of Incorporation of Absolute Systems, Inc. are hereby executed on the 16th day of December, 1997.

ABSOLUTE SYSTEMS, INC., hereby changing its name to Rental Liability Management, Inc.

By: [Signature]
Name: JAMES O. COLE
Title: SR. VICE PRESIDENT