

5-36374

LOUISIANA PUBLIC SERVICE COMMISSION

PO Box 91154; Baton Rouge, LA 70821

(888) 342-5717 or (225) 342-4439



**APPLICATION FOR STOCK TRANSFER/CHANGE IN OWNERSHIP
LESS THAN 50% FOR ALL CARRIERS OR TRANSFERRED TO
ESTATE PLANNING, INHERITANCE OR BUSINESS CONTINUITY
FOR NON-WASTE OR SALTWATER CARRIERS**

RECEIVED
JUN 01 2022

BUSINESS ENTITY- APPLICANT INFORMATION

LA. PUBLIC SERVICE COMMISSION
TRANSPORTATION

SECTION 1

Name as listed on the Certificate or Permit: (Including any doing business as "dba" name) Daryl Flood Relocation, Inc.												
DBA: Daryl Flood Relocation & Logistics												
Business Entity's Authorized Representative: Kevin Gannon												
Applicant currently holds Common Carrier Certificate or Contract Carrier Permit Number(s): A copy has been attached to this application as Exhibit "A"		7889										
Business Address: 450 Airline Drive												
City: Coppell	State: TX	ZIP Code: 75019										
Mailing Address: PO Box 48088												
City: Jacksonville	State: FL	ZIP Code: 32247										
Telephone # (Include Area Code) 904-390-7100	Fax # (Include Area Code) 904-858-1222	Cell # (Include Area Code) N/A										
Email Address: Tax@suddath.com												
Has your FEIN# changed? If so, please provide your new number: <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td> </td><td> </td><td>-</td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>					-							
		-										
CONFIRM COMPANY TAX REPORTING YEAR (Check ONLY one box)												
<input checked="" type="checkbox"/> Company's Tax reporting year is on a CALENDAR basis reporting January 01 to December 31 each year. <input type="checkbox"/> Company's Tax reporting year is on a FISCAL basis reporting from _____ to _____ each year. <div style="text-align: right; margin-right: 50px;">Month/Day Month/Day</div>												
COMPANY BUSINESS STRUCTURE												
Check one box <input type="checkbox"/> Louisiana Domestic Corporation <input type="checkbox"/> Louisiana Domestic Limited Liability Company (LLC) <input type="checkbox"/> Louisiana Domestic Partnership <input type="checkbox"/> Louisiana Limited Liability Partnership <input checked="" type="checkbox"/> Foreign* Corporation in the State of TX <input type="checkbox"/> Foreign* Limited Liability Company (LLC) in the State of _____ <input type="checkbox"/> Foreign* Partnership in the State of _____	Date of Incorporation _____ Date of Formation _____ Date of Formation _____ Date of Formation _____ Date of Incorporation 12/27/1994 Date of Formation _____ Date of Formation _____											
MUST attach copies of the company's Secretary of State Certificate of Good Standing & Amendments made to the Articles of Incorporation, Organization or Formation along with copies of all amendments and last annual reports if applicable from your state of origin or existence as "Exhibit B". *Foreign Entities must submit copies of the all amendments and last annual report filed with the Louisiana Secretary of State's Office along with a Certificate of Good Standing issued by the Louisiana Secretary of State's Office.												

BUSINESS ENTITY- APPLICANT INFORMATION**SECTION 1 (Continued)**

List the Names and Titles of all Officers and/or Members and percentage of ownership and/or number of shares (if applicable) **PRIOR** to the transfer as currently recognized with the Commission.

Name	Title (Corporations list President, Vice President, Secretary, Treasurer and LLC companies list Members)	Ownership Percentage of ownership and/or number of shares
Daryl Flood	President	
Kelly O'Connor	VP	
Steve Chargois	VP	
Lois Flood	Secretary, Director	
Doug Smith	VP	

REPRESENTATION OF APPLICANT**SECTION 2**

If Applicant is represented by legal counsel or if this application is being filed by legal counsel, please provide the following:

LEGAL COUNSEL'S NAME:

FIRM NAME:

Mailing Address:

City:

State:

ZIP Code:

Telephone # (Include Area Code)

Fax # (Include Area Code)

Cell # (Include Area Code)

Email Address:

DETAILS OF STOCK TRANSFER OR CHANGE IN OWNERSHIP**SECTION 3**

Please attach a copy of the transfer or change in ownership agreement, a certified copy of the corporate resolution authorizing the stock transfer, and the appropriate stock certificate numbers (if applicable), to this application as **Exhibit "C"** and provide the details of the stock transfer or change in ownership below:

(If additional space is needed, attach a separate sheet listing details to Exhibit C)

The Suddath Companies acquired all of the stock of Daryl Flood Relocation, Inc. on 3/31/21.
Please see Exhibit C.

DETAILS OF STOCK TRANSFER OR CHANGE IN OWNERSHIP**SECTION 3 (Continued)**

If the stock transfer is approved, list the Names and Titles of all Officers and/or Members and percentage of ownership and/or number of shares (if applicable) **AFTER** the proposed transfer is complete.

Name	Title (Corporations list President, Vice President, Secretary, Treasurer and LLC companies list Members)	Ownership Percentage of ownership and/or number of shares
Kelly O'Connor	President	
Doug Smith	VP	
Steve Chargois	VP	
Michael Brannigan	Officer	
Kevin Gannon	VP	

BANKRUPTCY, LEVY AND RECEIVERSHIP INFORMATION**SECTION 4**

(If additional space is needed, attach a separate sheet for each responses as needed)

1. Is the certificate holder current with inspection and supervision fee reports and payments with the Louisiana Department of Revenue? ☐ NO ☒ YES

Copies of the Certificate or Permit Holder's last 4 quarters of Quarterly Inspection & Supervision Reports filed with the LDR along with proof of payments MUST be attached to this application as Exhibit "D".

2. Is the common carrier certificate or contract carrier permit pledged or otherwise encumbered? ☒ NO ☐ YES*

*If you answered yes to number 2, give the names and addresses of those whose favor the authority is encumbered:

3. Does the Louisiana Department of Revenue and taxation hold a levy against this the common carrier certificate or contract carrier permit? ☒ NO ☐ YES*

*If you answered yes to number 3, attach a copy of the Notice of Levy to this application as an **Exhibit**

4. Are there any other levies against the common carrier certificate or contract carrier permit? ☒ NO ☐ YES*

*If you answered yes to number 4, attach copies of the levies to this application as an **Exhibit** and list the names and addresses of parties holding the levies; the nature of the levies and amount(s) claimed under each levy below.

5. Is the applicant involved in any bankruptcy proceeding? ☒ NO ☐ YES*

*If you answered yes to number 5, attach a copy of the Notice of Bankruptcy to this application as an **Exhibit** and list the name(s) of counsel for the party(s) with an interest in the common carrier certificate or contract carrier permit below:

VERIFICATION

SECTION 5

STATE OF Florida PARISH/COUNTY OF Duval

BEFORE ME, the undersigned authority, Kevin Gannon (Applicant as Authorized Representative) who represents The Suddath Companies

(Business Entity) personally came and appeared, who, after being duly sworn, did depose and say that he/she is the APPLICANT in the above application; that he/she desires to TRANSFER stock or ownership in its Common Carrier Certificate or Contract Carrier Permit, he/she represents that the foregoing responses are good, true, and accurate. Applicant acknowledges that should any response be shown to have been either a negligent or intentional misrepresentation of the facts, action taken by the Louisiana Public Service Commission in reliance of the responses contained herein may be declared void ab initio and revocable upon complaint by any interested party or by ex parte motion of the Louisiana Public Service Commission. Applicant further understands that the information contained in this application may be shared with the Louisiana Department of Revenue for purposes of Inspection and Supervision Fees.

Applicant's signature reflects an understanding of the consequences attributable to misstatements or misrepresentations of fact.

SWORN TO AND SUBSCRIBED before me this 24 day of MAY, 2022

Kevin Gannon

PRINTED NAME OF APPLICANT

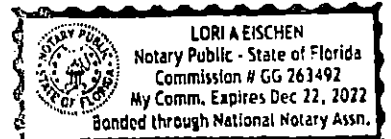
[Signature]
SIGNATURE OF APPLICANT

LORI A. EISCHEN

PRINTED NAME OF NOTARY PUBLIC

[Signature]

SIGNATURE OF NOTARY PUBLIC
(including Notary Number)



LPSC OFFICE USE ONLY

Accepted by Staff [Signature]

Date 6-6-22

DOCKET # S-36374 PUBLISHED IN BULLETIN # 1273 ON 6-10-22
Date

LOUISIANA PUBLIC SERVICE COMMISSION

CERTIFICATE
AS A COMMON CARRIER OF SPECIAL COMMODITIES
OVER IRREGULAR ROUTES

NO. 7889

A CERTIFICATE IS HEREBY GRANTED TO DARYL FLOOD RELOCATION, INC. DBA DARYL FLOOD RELOCATION & LOGISTICS whose office or place of business is at COPPELL, TEXAS authorizing operations in Louisiana intrastate commerce as a COMMON CARRIER OF SPECIAL COMMODITIES OVER IRREGULAR ROUTES by motor, handling the following described commodities, in territories described:

Transportation of household goods statewide

(Issued pursuant to L.R.S. 45:164 and the rules and regulations of the Louisiana Public Service Commission. Except for cause beyond control, non-operation of an authority for a period of six (6) months could lead to its cancellation pursuant to La. R.S. 45:166, Paragraphs B and C).

Said DARYL FLOOD RELOCATION, INC. DBA DARYL FLOOD RELOCATION & LOGISTICS shall perform such operations under tariffs now or hereafter filed with the Commission and in compliance with all laws and rules and regulations of the Commission bearing thereon.

WITNESS THE SIGNATURE AND SEAL OF THE COMMISSION AT BATON ROUGE, LOUISIANA, ON THIS 29TH DAY OF MAY 2014.

LOUISIANA PUBLIC SERVICE COMMISSION

/S/ ERIC F. SKRMETTA

DISTRICT I

CHAIRMAN ERIC F. SKRMETTA

/S/ CLYDE C. HOLLOWAY

DISTRICT IV

VICE CHAIRMAN CLYDE C. HOLLOWAY

/S/ FOSTER L. CAMPBELL

DISTRICT V

COMMISSIONER FOSTER L. CAMPBELL

/S/ LAMBERT C. BOISSIERE

DISTRICT III

COMMISSIONER LAMBERT C. BOISSIERE, III

/S/ SCOTT A. ANGELLE

DISTRICT II

COMMISSIONER SCOTT A. ANGELLE




EVE KAHAO GONZALEZ
SECRETARY



Exhibit B

Office of the Secretary of State

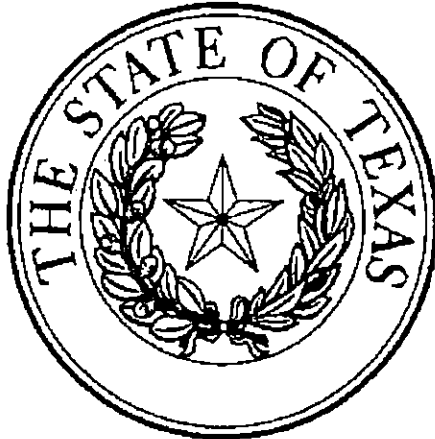
The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

Daryl Flood Relocation, Inc.
Filing Number: 133873900

Articles Of Incorporation
Certificate of Amendment

December 27, 1994
March 26, 2012

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on March 30, 2021.



A handwritten signature in black ink, appearing to read "Ruth R. Hughs".

Ruth R. Hughs
Secretary of State

FILED

In the Office of the
Secretary of State of Texas

DEC 27 1994

Corporations Section

**ARTICLES OF INCORPORATION
OF**

DARYL FLOOD WAREHOUSE & MOVERS, INC., DALLAS

The undersigned, a natural person of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a Corporation under the Texas Business Corporation Act, hereby adopts the following Articles of Incorporation for such Corporation.

ARTICLE ONE

NAME

The name of the Corporation is Daryl Flood Warehouse & Movers, Inc., Dallas.

ARTICLE TWO

DURATION

The period of its duration is perpetual.

ARTICLE THREE

PURPOSE

The purpose for which the Corporate is organized is the transaction of any or all lawful business or activity for which Corporations may be incorporated under the Texas Business Corporation Act.

ARTICLE FOUR

AUTHORIZED CAPITAL STOCK

The maximum number of shares of capital stock which the Corporation is authorized to issue or to have outstanding at any time is 10,000,000 shares of Common Stock, no par

value per share. The Common Stock shall have identical rights, privileges and powers in every respect.

A. Preemptive Rights.

No holder of shares of stock of the Corporation shall have any preemptive or other right, except as such rights are expressly provided by Contract, to purchase or subscribe for or receive any shares of any class, or series thereof, of stock of the Corporation, whether now or hereafter authorized, or any warrants, options, bonds, debentures, or other securities now or hereafter authorized, or any warrants, options, bond, debentures, or other securities convertible into, exchangeable for or carrying any right to purchase any shares of any class, or series thereof, of stock; but such additional shares of stock and such warrants, options, bonds, debentures, or other securities convertible into, exchangeable for or carrying any right to purchase any shares of any class, or series thereof, of stock may be issued or disposed of by the Board of Directors to such persons, and on such terms and for such lawful considerations, as in its discretion it shall deem advisable or as to which the Corporation shall have by binding contract agreed.

B. Cumulative Voting.

Cumulative voting shall not be allowed in the election of directors or for any other purpose.

ARTICLE FIVE

MINIMUM CAPITAL

The Corporation shall not commence business until it has received for the issuance of its shares consideration of the value of ONE THOUSAND DOLLARS (\$1,000.00), consisting of money, labor done, or property actually received.

ARTICLE SIX

INDEMNIFICATION

The Corporation shall indemnify and, upon approval by a majority of the directors, shall insure each person who is or was a director, officer, employee, or agent of the Corporation, and each nominee or designee not a director of the Corporation who is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic Corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, for amounts incurred by such person in connection with an action, suite, or proceeding to which such person may be a party by reason of such person's position with the Corporation or service on behalf of the Corporation, when and to the fullest extent permitted by the Texas Business Corporation Act and any other applicable law.

ARTICLE SEVEN

SECURITIES LAWS COMPLIANCE

No shares of capital stock of the Corporation may be sold or transferred except in compliance with the registration provisions of the Securities Act of 1933, as amended, or pursuant to an exemption therefrom, and the Corporation shall not be obligated to register any stock transfer or to recognize the transferee as a shareholder of the Corporation for any purpose, unless and until the transferee shall have delivered to the Corporation an opinion, satisfactory to the Corporation and its counsel, of legal counsel experienced in the practice of federal securities law to the effect that the subject shares have been registered in accordance with the registration provisions of the Securities Act of 1933, as amended, or

that a specified exemption from such registration provisions is available in connection with the transactions described in such opinion.

ARTICLE EIGHT

LIABILITY OF DIRECTORS

Except as may be otherwise provided in Article 2.41 of the Texas Business Corporation Act, and subject to Article 2.35-1 of the Texas Business Corporation Act, no contract, act or transaction of the Corporation with any person or persons, firm, trust or association, or any other Corporation shall be affected or invalidated by the fact that any director, officer or shareholder of the Corporation is a party to or is interested in such contract, act or transaction, or in any way connected with any such person or persons, firm, trust or association, or is a director, officer or shareholder of or otherwise interested in any such other Corporation, nor shall any duty to pay damages on account to the Corporation be imposed upon such director, officer or shareholder of the Corporation solely by reason of such fact, regardless of whether the vote, action or presence of any such director, officer or shareholder may be, or may have been, necessary to obligate the Corporation on or in connection with such contract, act or transaction, provided that if such vote, action or presence is, or shall have been, necessary, such interest or connection (other than an interest as a non-controlling shareholder of any such other Corporation) be known or disclosed to the Board of Directors of the Corporation.

A director of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for an act or omission in the director's capacity as a director, except to the extent other wise expressly provided by the Texas Business Corporation act, as such statutes now exist or may hereafter be amended. Any repeal or

modification of this paragraph by the shareholders of the Corporation shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal of modification.

ARTICLE NINE

SHAREHOLDER CONSENT ELECTION

It is hereby provided that, in accordance with Article 9.10A of the Texas Business Corporation Act, any action required to be taken at any annual or special meeting of shareholders, or any action which may be taken at any annual or special meeting of shareholders, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all shares entitled to vote on the action were present and voted.

ARTICLE TEN

REDUCED VOTING REQUIREMENTS

Any action of the Corporation which, under the provisions of the Texas Business Corporation Act or any other applicable law, is required to be authorized or approved by the holders of any specified fraction which is in excess of one-half, or any specified percentage which is in excess of fifty percent, of the outstanding shares (or of any class or series thereof) of the Corporation shall, notwithstanding the law, be deemed effectively and properly authorized or approved if authorized or approved by the vote of the holders of more than fifty percent of the outstanding shares entitled to vote thereon (or, if the holders of any class or series of the Corporation's shares shall be entitled by the Texas Business

Corporation Act or any other applicable law to vote thereon separately as a class, by the vote of the holders of more than fifty percent of the outstanding shares of each such class or series). Without limiting the generality of the foregoing, the foregoing provisions of this Article Ten shall be applicable to any required shareholder authorization or approval of: (a) any amendment to these articles of incorporation; (b) any plan of merger, share exchange, or reorganization involving the Corporation; (c) any sale, lease, exchange, or other disposition of all, or substantially all, the property and assets of the Corporation; and (d) any voluntary dissolution of the Corporation.

Directors of the Corporation shall be elected by a plurality of the votes cast by the holders of shares entitled to vote in the election of directors of the Corporation at a meeting of shareholders at which a quorum is present.

Except as otherwise provided in this Article Ten or as otherwise required by the Texas Business Corporation act or other applicable law, with respect to any matter, the affirmative vote of the holders of the majority of the Corporation's shares entitled to vote on that matter and represented in person or by proxy at a meeting of shareholders at which a quorum is present shall be the act of the shareholders.

Nothing contained in this Article Ten is intended to required shareholder authorization or approval of any action of the Corporation whatsoever unless such approval is specifically required by the other provisions of these articles of incorporation, the bylaws of the Corporation, or by the Texas Business Corporation Act or other applicable law.

ARTICLE ELEVEN**REGISTERED ADDRESS**

The address of its initial registered office is 5000 Quorum Drive, Suite 550, LB 50, Dallas, Texas 75240-7510, and the name of its initial registered agent at such address is Arthur R. Snyder.

ARTICLE TWELVE**DIRECTORS**

The number of directors of the Corporation shall be fixed by the bylaws of the Corporation and until changed in accordance with the manner prescribed by the bylaws shall be one (1).

The name and address of this person who is to serve as director until the first annual meeting of shareholders, or until his successors are elected and qualified, are:

<u>NAME</u>	<u>ADDRESS</u>
Daryl R. Flood	2009 County Club Drive Carrollton, Texas 75006

ARTICLE THIRTEEN**ADOPTION OF BYLAWS**

The initial bylaws shall be adopted by the Board of Directors. The power to alter, amend, or repeal the bylaws or adopt new bylaws is vested in the Board of Directors, subject to repeal or change by action of the shareholders.

ARTICLE FOURTEEN**INCORPORATOR**

The name and address of the incorporator is:

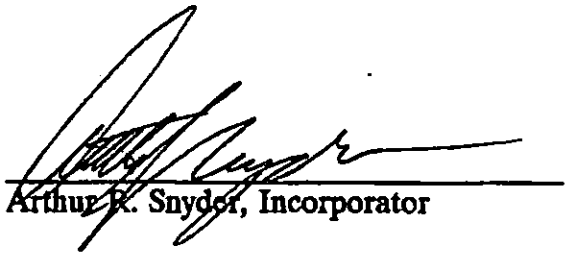
NAME

Arthur R. Snyder

ADDRESS

5000 Quorum Drive, Suite 550, LB 50
Dallas, Texas 75240-7510

IN WITNESS WHEREOF, I have executed these Articles of Incorporation on this
22nd day of December, 1994.



Arthur R. Snyder, Incorporator

G:\WFDOCL\UANNDIR\FLOOD\ALLAS.ART

Daryl R. Flood
President



December 21, 1994

Secretary of State
State of Texas
P.O. Box 13697
Austin, TX 78711-3697

RE: Corporate Name
Daryl Flood Warehouse & Movers, Inc., Dallas

Dear Secretary of State:

The undersigned corporation, acting by and through its duly authorized President, hereby authorizes the use of the name "Daryl Flood Warehouse & Movers, Inc., Dallas" as the corporate name being used in the formation of a new corporation.

DARYL FLOOD WAREHOUSE & MOVERS, INC.

By: 
Daryl R. Flood, President

ALLIED.
Agent for Allied Van Lines

Form 424
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See Instructions



This space reserved for office use.

Certificate of Amendment

FILED
In the Office of the
Secretary of State of Texas
MAR 26 2012

Corporations Section

Entity Information

The name of the filing entity is:

Daryl Flood Warehouse & Movers, Inc., Dallas

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|--|---|
| <input checked="" type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Professional Corporation |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Professional Limited Liability Company |
| <input type="checkbox"/> Cooperative Association | <input type="checkbox"/> Professional Association |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership |

The file number issued to the filing entity by the secretary of state is: 133873900

The date of formation of the entity is: December 27, 1994

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

Daryl Flood Relocation, Inc.

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent

(Complete either A or B, but not both. Also complete C.)

- ☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

- ☐ B. The registered agent is an individual resident of the state whose name is:

First Name M.I. Last Name Suffix

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

- C. The business address of the registered agent and the registered office address is:

Street Address (No P.O. Box) City State Zip Code

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

- ☐ Add each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

- ☐ Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

- ☐ Delete each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)


- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:.

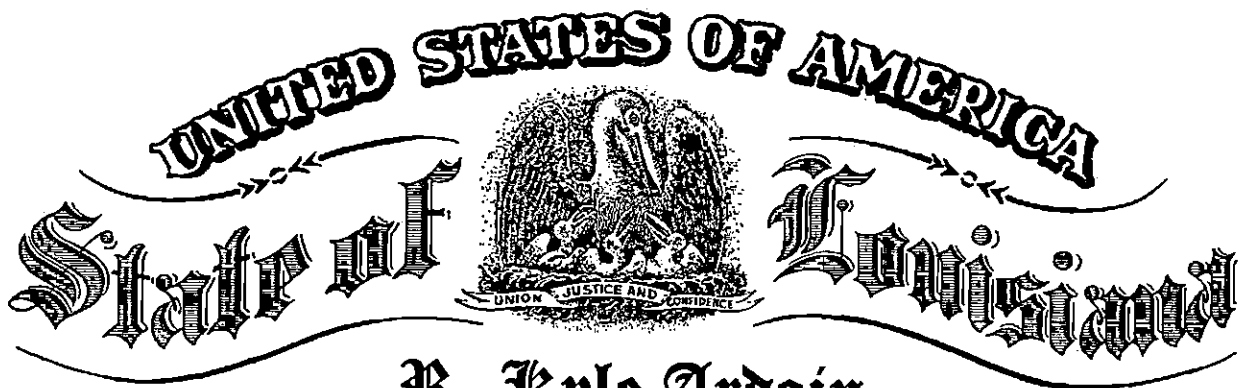
Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: MARCH 24, 2012

By: 
Signature of authorized person

DARRYL E. FLOOD, PRESIDENT
Printed or typed name of authorized person (see instructions)



R. Kyle Ardoin
SECRETARY OF STATE

As Secretary of State of the State of Louisiana, I do hereby Certify that

DARYL FLOOD RELOCATION, INC.

A corporation domiciled in COPPELL, TEXAS,

Filed charter and qualified to do business in this State on April 25, 2014,

I further certify that the records of this Office indicate the corporation has paid all fees due the Secretary of State, and so far as the Office of the Secretary of State is concerned is in good standing and is authorized to do business in this State.

I further certify that this Certificate is not intended to reflect the financial condition of this corporation since this information is not available from the records of this Office.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

May 20, 2022

R. Kyle Ardoin

Secretary of State

Web 41505146F



Certificate ID: 11574333#2CF52

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.
www.sos.la.gov

STOCK TRANSFER AND ASSIGNMENT

WHEREAS, reference is hereby made to that certain Purchase Agreement dated on or about March 31, 2021 (the "Purchase Agreement"), executed by and among Daryl Flood, Inc. ("Assignor"), the shareholders of Assignor, and The Suddath Companies, a Florida corporation (the "Purchaser" or "Assignee").

FOR VALUE RECEIVED, and pursuant to the terms of the Purchase Agreement, Assignor hereby irrevocably assigns, transfers, and conveys to the Assignee the aggregate shares of common stock (collectively, the "Shares") in the following subsidiary entities of Assignor:

Entity	Outstanding Shares
[REDACTED]	
Daryl Flood Relocation, Inc.	100,000
[REDACTED]	

The Shares represent one hundred percent (100%) of Assignor's ownership interest in each of the foregoing entities (the "Subsidiaries").

Assignor hereby irrevocably constitutes and appoints the Purchaser as its attorney-in-fact for the purposes of transferring said Shares on the books and accounts of each of the Subsidiaries, with full power of substitution in the premises.

This Stock Transfer and Assignment is incorporated into, and shall constitute a part of, the Purchase Agreement as if fully set forth therein. In the event of a conflict or inconsistency between any term of this Stock Transfer and Assignment and a term of the Purchase Agreement, the applicable provision of the Purchase Agreement shall control. The terms and provisions of the Purchase Agreement (including, without limitation, the representations, warranties and covenants therein) shall not merge, be extinguished or otherwise affected by the delivery and execution of this Stock Transfer and Assignment.

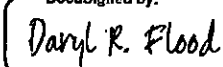
This Stock Transfer and Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same agreement. A signed copy of this Stock Transfer and Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Stock Transfer and Assignment.

[Signature Page Follows]

The undersigned have reviewed this Stock Transfer and Assignment and agree to be bound by its terms:

ASSIGNOR:

Daryl Flood, Inc.

By: 

Name: Daryl R. Flood

Title: CEO

Date: 3/31/2021

ASSIGNEE:

The Suddath Companies

By: _____

Name: Michael J. Brannigan

Title: Chief Executive Officer

Date: _____

The undersigned have reviewed this Stock Transfer and Assignment and agree to be bound by its terms:

ASSIGNOR:

Daryl Flood, Inc.

By: _____

Name: Daryl R. Flood

Title: CEO

Date: _____

ASSIGNEE:

The Suddath Companies

By: _____

Michael J. Brannigan

Name: Michael J. Brannigan

Title: Chief Executive Officer

Date: 3/31/2021 12:25 PM EDT

State of Texas §
 §
County of Dallas §

**AFFIDAVIT
LOST STOCK CERTIFICATE**

BEFORE ME, the undersigned authority, personally appeared Daryl R. Flood, corporate representative of Daryl Flood, Inc. (the "**Shareholder**"), who, after being duly sworn by me, did upon oath swear, state, and affirm as follows, on behalf of Shareholder:

1. "My name is Daryl R. Flood. I am at least 18 years of age and of sound mind. I am competent to testify in court, and I have never been convicted of any felony or misdemeanor involving moral turpitude. I am personally acquainted with the facts alleged herein.
2. The facts set forth in this Affidavit are true and correct.
3. On the date hereof, I hereby certify to The Suddath Companies, a Florida corporation (the "**Purchaser**") as follows:
4. The principal place of business of Shareholder is 450 Airline Drive, Suite 100, Coppell, Texas 75019;
5. Shareholder is the legal, beneficial, and record owner of One Hundred Thousand (100,000) shares of common stock of Daryl Flood Relocation, Inc. (the "**Company**") (such shares, the "**Shares**"), represented by certificate number #1 (the "**Lost Certificate**");
6. Pursuant to that certain Purchase Agreement dated on or about March 31, 2021 as between Shareholder and Purchaser (the "**Purchase Agreement**"), Shareholder transferred all right, title and interest in the Shares to Purchaser;
7. Pursuant to the Purchase Agreement, Shareholder is required to surrender the Lost Certificate to the Purchaser, properly endorsed;
8. Notwithstanding the foregoing, Shareholder has misplaced the Lost Certificate;
9. Shareholder has not sold, hypothecated, assigned, pledged, transferred or conveyed either the Shares, or Shareholder's rights under them as a stockholder, in whole or in part, to any person or entity;
10. Shareholder hereby requests that the Company cancel the Lost Certificate, and make an appropriate notation in the Company's stock transfer ledger to the effect that the Lost Certificate has been canceled;

11. Shareholder hereby requests that, and confirms that, this Lost Stock Affidavit is made for the purpose of (a) inducing the Company (i) to issue a new certificate to Purchaser in replacement of the Lost Certificate, (ii) to refuse to recognize any person other than Purchaser as the owner of the Shares, and (iii) to refuse to take any other action with respect to the Shares pursuant to the request or demand of any person other than Purchaser or its attorneys-in-fact; and (b) satisfying certain conditions precedent to the consummation of the Purchase Agreement.

12. Shareholder shall indemnify and hold the Company and/or Purchaser and their respective shareholders, officers, directors, employees and agents harmless from any actions, demands, losses, liabilities, damages, claims, judgments, fines, penalties, settlements, costs and expenses, including attorney's fees and costs, arising from any action brought by any third party as a result of the cancellation of the Lost Certificate or if any statement herein is false;

13. In the event Shareholder shall recover the Lost Certificate, Shareholder shall promptly deliver it to the Company for cancellation.

Further affiant sayeth not."

By: 

Name: Daryl R. Flood

Title: CEO

Date: March 31, 2021

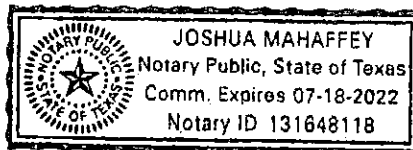
SWORN TO AND SUBSCRIBED BEFORE ME on the 31st day of March, 2021.



Notary Public, State of Texas

My Commission Expires:

July 18, 2022



PURCHASE AGREEMENT

among

THE SUDDATH COMPANIES

“Purchaser”,

DARYL FLOOD, INC.

“Seller”

and

THE SHAREHOLDERS OF DARYL FLOOD, INC.

“Shareholders”

Dated as of March 31, 2021

PURCHASE AGREEMENT

This **PURCHASE AGREEMENT** (this “**Agreement**”), dated as of March 31, 2021, is among (i) **THE SUDDATH COMPANIES**, a Florida corporation (“**Purchaser**”); (ii) **DARYL FLOOD, INC.**, a Texas corporation (“**Seller**”); and (iii) solely with respect to Article 1, Article 4, Article 6, Section 8.2, Section 8.5 Section 8.8, Section 8.9, Article 11, and Article 12, **DARYL R. FLOOD** (“**Flood**”), **J. KELLY O’CONNOR** (“**O’Connor**”), **CARL DOUGLAS SMITH** (“**Smith**”), and **JEFF TALBOT** (“**Talbot**” and together with Flood, O’Connor, and Smith, the “**Shareholders**” and each, a “**Shareholder**”). Purchaser, Seller, and the Shareholders (as applicable) are each individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

Preliminary Statement. Seller and its subsidiaries are engaged in the moving and storage, global mobility, relocation, freight brokerage and forwarding, warehousing, distribution, fulfillment, logistics, home delivery and transportation businesses (collectively, the “**Business**”). The Shareholders collectively own all of the issued and outstanding capital stock of Seller. Seller desires to sell, and Purchaser desires to purchase, upon the terms and subject to the conditions set forth herein, (i) all of the capital stock of the following subsidiaries of Seller: Dependable Relocation Services, Inc., a Texas corporation; Daryl Flood Relocation, Inc., a Texas corporation; Daryl Flood Logistics, Inc., a Texas corporation; Daryl Flood International, Inc., a Texas corporation; Versa Relocation, Inc., a Texas corporation; and Daryl Flood Workplace Services, Inc., a Texas corporation (collectively, the “**Acquired Companies**”); and (ii) certain specified assets of Seller.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

In addition to terms defined elsewhere in this Agreement, for purposes of this Agreement, the following terms have the meanings assigned to them below:

1.1 Affiliate. “Affiliate” of a Person shall mean any Person that owns or controls, is owned or controlled by or is under common ownership or control with the Person in question. As used in this definition, “control” (including the terms “controlled by” and “under common control with”) shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

1.2 Appliance Parts and Inventory. “Appliance Parts and Inventory” shall mean all appliance parts owned by Seller Companies which are necessary for installation of appliances in conjunction with the Home Delivery Business. Appliance Parts and Inventory does not include Packing Materials.

1.3 Audited Financial Statements. “Audited Financial Statements” shall have the meaning assigned to it in Section 4.6.

Reference Period along with supporting documentation. In the event that Seller disputes Purchaser's calculation of the Final Reference EBITDA, Seller shall notify Purchaser of such dispute within thirty (30) days of Seller's receipt of such Final Reference EBITDA calculation, and the Parties shall immediately negotiate in good faith to determine whether they are able to agree on the Final Reference EBITDA. If such negotiations are unsuccessful after the expiration of ten (10) days following the delivery of Seller's dispute notice above then the Parties shall promptly (but in no event later than three (3) Business Days) submit the matter to the Independent Accountant for resolution. The Independent Accountant shall perform and provide its own good faith and independent calculation of the Final Reference EBITDA to the Parties, and such calculation shall be final, conclusive and binding on the Parties. The Parties shall timely provide the Independent Accountant with the Sample Reference EBITDA Calculation, the Purchaser's Reference EBITDA calculation(s) along with supporting documents, and all other relevant documents and other information.

(iv) Purchaser will limit corporate executive and administration, shared service allocation, and IT cost allocations to no more than 6.5% of the gross revenue of the Home Delivery Business. Executive bonuses and revenue processing department costs will be separate cost allocations that do not count towards the 6.5% limitation and are not subject to the 6.5% limitation.

ARTICLE 3 CLOSING

3.1 Closing. Subject to the satisfaction or waiver of all of the conditions set forth in Articles 9 and 10, the consummation of the transactions contemplated by this Agreement (the "Closing") shall take place remotely by the exchange of executed documents on March 31, 2021, or at such other place, time or date as the Parties may agree (the "Closing Date").

3.2 Deliveries by Seller at the Closing. At the Closing (or by such earlier date as specifically stated below), Seller shall deliver to Purchaser the following:

(a) original stock certificates representing the Purchased Stock or, with respect to any such certificates that are unavailable, a lost stock affidavit in form reasonably acceptable to Purchaser;

(b) stock transfer forms in respect of the Purchased Stock, in form and substance reasonably acceptable to Purchaser, duly executed by Seller;

(c) original stock certificates for all of the shares of capital stock of the subsidiaries of the Acquired Companies or, with respect to any such certificates that are unavailable, a lost stock affidavit in form reasonably acceptable to Purchaser;

(d) a Bill of Sale for the Purchased Assets, in form and substance reasonably acceptable to Purchaser, duly executed by Seller;

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date first above written.

PURCHASER:

THE SUDDATH COMPANIES

By: Michael J. Brannigan
Name: Michael J. Brannigan
Title: Chief Executive Officer

SELLER:

DARYL FLOOD, INC.

By: _____
Name: Daryl R. Flood
Title: CEO

SHAREHOLDERS:

DARYL R. FLOOD

J. KELLY O'CONNOR

CARL DOUGLAS SMITH

JEFF TALBOT

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date first above written.

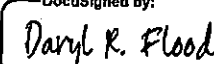
PURCHASER:

THE SUDDATH COMPANIES

By: _____
Name:
Title:

SELLER:

DARYL FLOOD, INC.

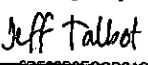
By:  _____
Name: Daryl R. Flood
Title: ceo

SHAREHOLDERS:

 _____
DARYL R. FLOOD

 _____
J. KELLY O'CONNOR

 _____
CARL DOUGLAS SMITH

 _____
JEFF TALBOT

**CERTIFICATE OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF
THE SUDDATH COMPANIES**

The undersigned, Secretary of **THE SUDDATH COMPANIES**, a Florida corporation (the "Purchaser"), certifies that by written consent dated March 30, 2021, all members of the Board of Directors of the Purchaser approved the following resolutions, and that said resolutions remain in full force and effect:

RESOLVED, that the Purchaser is hereby authorized to purchase from **DARYL FLOOD, INC.**, a Texas corporation (the "Seller") with approval by Daryl R. Flood, J. Kelly O'Connor, Carl Douglas Smith and Jeff Talbot (collectively, the "Shareholders") (i) all of the issued and outstanding shares of capital stock of the following subsidiaries of Seller: Dependable Relocation Services, Inc., a Texas corporation; Daryl Flood Relocation, Inc., a Texas corporation; Daryl Flood Logistics, Inc., a Texas corporation; Daryl Flood International, Inc., a Texas corporation; Versa Relocation, Inc., a Texas corporation; and Daryl Flood Workplace Services, Inc., a Texas corporation (collectively, the "Acquired Companies") and (ii) certain specified assets of Seller, on terms set forth in that certain Purchase Agreement among the parties in the form of the March 29, 2021 draft thereof, but with such changes thereto as the chief executive officer of the Purchaser deems necessary or appropriate (the "Purchase Agreement"), at a price as follows:

(a) Cash at closing in the amount of [REDACTED], subject to adjustments set forth in the Purchase Agreement; plus

(b) A contingent earnout payment based on the average annual EBITDA of the Home Delivery Business (as defined in Section 2.4 of the Purchase Agreement) for the three-year period of 2021, 2022 and 2023 (the "Final Reference EBITDA", as defined in Section 2.4 of the Purchase Agreement), with payment due within 10 days after calculation of the Final Reference EBITDA;

with closing to take place on or before March 31, 2021, or at such other time as is agreed among Seller, Shareholders and Purchaser; and

FURTHER RESOLVED, that the Purchaser is hereby authorized to incentivize certain employees, specifically: J. Kelly O'Connor, Carl Douglas Smith, Jeff Talbot and Steve Chargois (collectively, the "Employees") with the opportunity to earn a performance bonus and other consideration subject to the terms and conditions set forth in those certain and individual Retention Agreements between the Purchaser and each Employee in the form of the March 19, 2021 draft thereof, but with such changes thereto as the chief executive officer of the Purchaser deems necessary or appropriate (the "Retention Agreements").

FURTHER RESOLVED, that the Purchaser's chief executive officer, Michael J. Brannigan, and its chief financial officer, Kevin P. Gannon, are hereby authorized to execute such documents and take such actions as are required to effect these transactions on behalf of the Purchaser.

This Certificate of Resolutions is given and effective as of March 30, 2021.

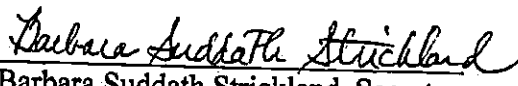

Barbara Suddath Strickland, Secretary

Exhibit D



< Returns

Inspection & Supervision

Mar-31-2021

Excise - Insp/Supv

1757892-001-760

DARYL FLOOD RELOCATION &
LOGISTICS

Submitted

Confirmation #

0-905-566-528

Submitted Jun-03-2021 09:44:04

by Guy Messick

> Continue Editing

> Delete

Inspection/Supervision return

Return

Paid Preparer Information

Review and Submit

Inspection and Supervision Fee

1.	Total intrastate gross receipts for the calendar year	37,723.03
2.	Total fee	188.99
3.	Less total fee from prior quarter	0.00
4.	Net fee due	188.99
5.	Penalty	0.00
6.	Interest	0.00
7.	Total Due	188.99

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LOUISIANA TAXPAYER ACCESS POINT


[< Returns](#)

Inspection & Supervision

Jun-30-2021

Excise - Insp/Supv

1757892-001-760

DARYL FLOOD RELOCATION &
LOGISTICS

Submitted

Confirmation #
2-070-263-104Submitted Aug-25-2021 08:31:15
by Guy Messick

> Continue Editing

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Inspection/Supervision Return



Return



Paid Preparer Information



Review and Submit

Inspection and Supervision Fee

1.	Total intrastate gross receipts for the calendar year	68,277.74
2.	Total fee	342.07
3.	Less total fee from prior quarter	188.99
4.	Net fee due	153.08
5.	Penalty	0.00
6.	Interest	0.00
7.	Total Due	153.08

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LOUISIANA TAXPAYER ACCESS POINT



< Sep-30-2021

Inspection & Supervision

Sep-30-2021

Excise - Insp/Supv

1757892-001-760

DARYL FLOOD RELOCATION
& LOGISTICS

Processed

Confirmation #

0-512-246-592

Submitted Dec-08-2021

08:42:26 by Guy Messick

Processed Dec-09-2021

01:39:11

Inspection/Supervision Return



Return



Paid Preparer Information



Review and Submit

Inspection and Supervision Fee

1.	Total intrastate gross receipts for the calendar year	86,929.75
2.	Total fee	435.52
3.	Less total fee from prior quarter	342.07
4.	Net fee due	93.45
5.	Penalty	0.00

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6.	Interest	0.00
7.	Total Due	93.45



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LOUISIANA TAXPAYER ACCESS POINT



< Dec-31-2021

Inspection & Supervision

Dec-31-2021

Excise - Insp/Supv

1757892-001-760

DARYL FLOOD RELOCATION & LOGISTICS

Submitted

Confirmation #

1-517-759-296

Submitted Feb-25-2022 13:30:32

by Guy Messick

> Continue Editing

> Delete

Inspection/Supervision Return



Return



Paid Preparer Information



Review and Submit

Inspection and Supervision Fee

1.	Total intrastate gross receipts for the calendar year	86,929.75
2.	Total fee	435.52
3.	Less total fee from prior quarter	435.52
4.	Net fee due	20.00
5.	Penalty	0.00
6.	Interest	0.00
7.	Total Due	20.00

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