

A11000000 805

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

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MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Signature of all new
partners.

Office Use Only



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04/06/20--01012--002 **113.75

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
19 MAY 21 PM 2:08

Amend

JUN 02 2020

D CUSHING

COVER LETTER

TO: Registration Section
Division of Corporations

TER Partners, L.L.P.

SUBJECT: _____
Name of Florida Limited Partnership or Limited Liability Limited Partnership

The enclosed Certificate of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Jill E. Rice

Contact Person

Firm/Company

11527 Apostle Island Trail

Address

Jacksonville, FL 32256

City, State and Zip Code

barbriceusa@aol.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jill Ellen Rice

904

451-2962

at (_____) _____

Name of Contact Person

Area Code and Daytime Telephone Number

19 MAY 21 PM 2:08

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

Enclosed is a check for the following amount:

☐ \$52.50 Filing Fee

☐ \$61.25 Filing Fee
and Certificate of
Status

☐ \$105.00 Filing Fee
and Certified Copy

☒ \$113.75 Filing Fee,
Certified Copy, and
Certificate of Status

Mailing Address:

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

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303



FLORIDA DEPARTMENT OF STATE
Division of Corporations

April 21, 2020

JILL E RICE
11527 APOSTLE ISLAND TRAIL
JACKSONVILLE, FL 32256

SUBJECT: TER PARTNERS, LLLP
Ref. Number: A11000000805

We have received your document for TER PARTNERS, LLLP and your check(s) totaling \$113.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must be signed by a current general partner, if any, and by each newly designated general partner(s).

Need Barbara Rice's signature.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Diane Cushing
Senior Section Administrator

Letter Number: 520A00008290

Hello Diane:
This has been signed
Thank you.
Best regards
Jill + Barb

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF**

TER Partners, LLLP

Insert name currently on file with Florida Department of State

Pursuant to the provisions of section 620.1202, Florida Statutes, this Florida limited partnership or limited liability limited partnership, whose certificate was filed with the Florida Department of State on 11/7/2011, assigned Florida document number A11000000805, adopts the following certificate of amendment to its certificate of limited partnership.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited partnership or limited liability limited partnership here:

New name must be distinguishable and contain an acceptable suffix.

Acceptable Limited Partnership suffixes: Limited Partnership, Limited, L.P., LP, or Ltd.

Acceptable Limited Liability Limited Partnership suffixes: Limited Liability Limited Partnership, L.L.L.P. or LLLP.

B. If amending mailing address and/or principal office address, enter new mailing address and/or principal office address here:

New Principal Office Address:

(Must be STREET address)

New Mailing Address:

(May be post office box)

C. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

Jill Ellen Rice

New Registered Office Address:

11527 Apostle Island Trail

Enter Florida street address

Jacksonville

City

, Florida 32256

Zip Code

FILED
CLERK OF STATE
MAY 21 PM 2:19
JACKSONVILLE

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Jeff Ellen Rice
If Changing Registered Agent, Signature of New Registered Agent

If Changing Registered Agent, Signature of New Registered Agent

D. If amending the general partner(s), enter the name and business address of each general partner being added or removed from our records:

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
GP	Robert Rice	11527 Apostle Island Trail Jacksonville, FL 32256	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
GP	Jill Rice	11527 Apostle Island Trail Jacksonville, FL 32256	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
MGR	Barbara Rice	106 Bridle Lane Ambler, PA 19002	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove

E. If the limited partnership or limited liability limited partnership is amending its "limited liability limited partnership" status, enter change here:

- ☐ This Limited Partnership hereby elects to be a “Limited Liability Limited Partnership.”
- ☐ This Limited Partnership hereby removes its “Limited Liability Limited Partnership” status.

F. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

See Attachment

Effective date, if other than the date of filing: 3/17/10

(Effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Signature(s) of a general partner or all general partners*:

(*NOTE: Only one current general partner is required to sign this document unless the limited partnership is adding or removing a "limited liability limited partnership" election statement. Chapter 620, F.S., requires all general partners to sign when adding or removing a "limited liability limited partnership" election statement.)

[Signature]

[Signature]

Signature(s) of all new or dissociating general partner(s), if any:

[Signature]

[Signature]

Filing Fee: \$52.50
Certified Copy (optional): \$52.50
Certificate of Status (optional): \$8.75

TER PARTNERS, LLLP
Document Index

DISTRIBUTION				
	<u>Document</u>	<u>Document #</u>	<u>Who Should Sign</u>	<u>Executed Doc #</u>
1.	Written Consent Authorizing the Assignments	958927	<input checked="" type="checkbox"/> Jill <input type="checkbox"/> Thomas <input checked="" type="checkbox"/> Sallie <input checked="" type="checkbox"/> Barbara <input checked="" type="checkbox"/> Wayne	
2.	Assignment of Partnership Interest – Thomas to Thomas, Jr. – 9.8%	958808	<input type="checkbox"/> Jill <input checked="" type="checkbox"/> Thomas <input checked="" type="checkbox"/> Sallie <input checked="" type="checkbox"/> Barbara <input checked="" type="checkbox"/> Wayne	
3.	Assignment of Partnership Interest – Thomas to Sallie – 9.8%	958833	<input checked="" type="checkbox"/> Jill <input checked="" type="checkbox"/> Thomas <input checked="" type="checkbox"/> Sallie <input checked="" type="checkbox"/> Barbara <input checked="" type="checkbox"/> Wayne	
4.	Assignment of Partnership Interest – Thomas to Barbara – 9.8%	958847	<input checked="" type="checkbox"/> Jill <input checked="" type="checkbox"/> Thomas <input checked="" type="checkbox"/> Sallie <input checked="" type="checkbox"/> Barbara	

			<input checked="" type="checkbox"/> Wayne	
5.	Assignment of Partnership Interest – Thomas to Wayne – 9.8%	958849	<input checked="" type="checkbox"/> Jill <input checked="" type="checkbox"/> Thomas <input checked="" type="checkbox"/> Sallie <input checked="" type="checkbox"/> Barbara <input checked="" type="checkbox"/> Wayne	
6.	Assignment of Partnership Interest – Thomas to Robert – 9.8%	1016807	<input checked="" type="checkbox"/> Jill <input checked="" type="checkbox"/> Thomas <input checked="" type="checkbox"/> Sallie <input checked="" type="checkbox"/> Barbara <input checked="" type="checkbox"/> Wayne	
7.	Assignment of Partnership Interest – Elizabeth to Sallie – 12.25%	958868	<input checked="" type="checkbox"/> Jill <input checked="" type="checkbox"/> Thomas <input checked="" type="checkbox"/> Sallie <input checked="" type="checkbox"/> Barbara <input checked="" type="checkbox"/> Wayne	
8.	Assignment of Partnership Interest – Elizabeth to Barbara – 12.25%	958858	<input checked="" type="checkbox"/> Jill <input checked="" type="checkbox"/> Thomas <input checked="" type="checkbox"/> Sallie <input checked="" type="checkbox"/> Barbara <input checked="" type="checkbox"/> Wayne	
9.	Assignment of Partnership Interest – Elizabeth to Wayne – 12.25%	958870	<input checked="" type="checkbox"/> Jill <input checked="" type="checkbox"/> Thomas <input checked="" type="checkbox"/> Sallie	

				<input checked="" type="checkbox"/> Barbara <input checked="" type="checkbox"/> Wayne	
10.	Assignment of Partnership Interest – Elizabeth to Robert – 12.25%	1016803		<input checked="" type="checkbox"/> Jill <input checked="" type="checkbox"/> Thomas <input checked="" type="checkbox"/> Sallie <input checked="" type="checkbox"/> Barbara <input checked="" type="checkbox"/> Wayne	
11.	First Amendment to the Limited Liability Partnership Agreement	959137		<input checked="" type="checkbox"/> Jill <input checked="" type="checkbox"/> Thomas <input checked="" type="checkbox"/> Sallie <input checked="" type="checkbox"/> Barbara <input checked="" type="checkbox"/> Wayne	
12.	Consent Authorizing Sale of NJ Property	959128		<input checked="" type="checkbox"/> Jill <input checked="" type="checkbox"/> Thomas <input checked="" type="checkbox"/> Sallie <input checked="" type="checkbox"/> Barbara <input checked="" type="checkbox"/> Wayne	
13.	Certificate of Amendment to Certificate of Limited Partnership	958774		<input checked="" type="checkbox"/> Jill	

WRITTEN CONSENT IN LIEU OF A MEETING
of the
GENERAL and LIMITED PARTNERS
of
TER PARTNERS, LLLP

Pursuant to the Florida Revised Uniform Limited Partnership Act of 2005, the General Partner and the Limited Partners of TER Partners, LLLP, a Florida limited liability limited partnership (the "**Partnership**"), hereby adopts the following resolutions and consents to the taking of the following actions as of the 17th day of August, 2020 (the "**Effective Date**");

WHEREAS, the original General Partner and the two original Limited Partners of the Partnership have passed away;

WHEREAS, Thomas P. Rice ("**Thomas**"), an original Limited Partner of the Partnership through the Thomas P. Rice Trust u/a/d July 21, 1991 (the "**Trust**"), passed away on August 8, 2014;

WHEREAS, Barbara Rice and Sallie Rice, as Trustees of the Trust shall distribute the Limited Partnership of the Partnership interest owned by the Trust pursuant to the terms of the Trust;

WHEREAS, the beneficiaries of the Trust desire to reflect the transfer of Limited Partnership interest owned by the Trust pursuant to the terms of the Trust;

WHEREAS, Elizabeth Rice ("**Elizabeth**"), an original Limited Partner of the Partnership, passed away on August 19, 2014;

WHEREAS, the Estate of Elizabeth Rice (the "**Elizabeth Estate**") was administered in Duval County, Florida and was assigned case number 2015-CP-06;

WHEREAS, Sallie Rice was appointed as Personal Representative of the Elizabeth Estate pursuant to Elizabeth's Last Will and Testament (the "**Elizabeth's Will**") on February 15, 2015;

WHEREAS, the beneficiaries of the Elizabeth Estate desire to reflect the transfer of Limited Partnership interests owned by Elizabeth pursuant to the terms of Elizabeth's Will;

WHEREAS, Robert Rice ("**Robert**"), an original General Partner and a Limited Partner of the Partnership by transfer of Limited Partnership interest from the Trust and the Elizabeth Estate, passed away on April 3, 2016;

WHEREAS, the Estate of Robert Rice (the "**Robert Estate**") was administered in Duval County, Florida as a Summary Probate Administration and was assigned case number 2019-CP-1892;

WHEREAS, the Robert Estate shall be administered pursuant to the Order of Summary Administration signed by the Circuit Judge on August 13, 2019 (the "**Order**"), a copy of which is attached hereto as **EXHIBIT A**; and

WHEREAS, the beneficiaries of the Robert Estate desire to reflect the transfer of the General Partnership and the Limited Partnership interest owned by Robert pursuant to the terms of the Order.

NOW, THEREFORE, BE IT RESOLVED, that the Limited Partnership interest of the Partnership owned by the Trust shall be distributed to the following beneficiaries of the Trust in the percentages adjacent to their name:

Thomas Rice, Jr.	9.80%
Sallie Rice	9.80%
Barbara Rice	9.80%
Robert Rice	9.80%
Wayne Rice	9.80%

FURTHER RESOLVED, that the Limited Partnership interest of the Partnership owned by Elizabeth shall be distributed to the following beneficiaries of the Elizabeth Estate in the percentages adjacent to their name:

Sallie Rice	12.25%
Barbara Rice	12.25%
Robert Rice	12.25%
Wayne Rice	12.25%

FURTHER RESOLVED, that the Limited Partnership interest of the Partnership gifted to Robert by the Trust and the Elizabeth Estate shall be distributed pursuant to the Order.

FURTHER RESOLVED, that the two percent (2%) General Partnership interest and the twenty-two and 05/100th percent (22.05%) Limited Partnership interest of the Partnership owned by Robert shall be distributed to Jill Ellen Rice pursuant to the Order.

FURTHER RESOLVED, that the General Partner and the Limited Partners of the Partnership after the distribution of Partnership interests owned by the Trust, the Elizabeth Estate and the Robert Estate are as follows:

	General Partnership Interest	Limited Partnership Interest	Partnership Interest
Jill Ellen Rice	2%	22.05%	24.05%
Thomas Rice, Jr.		9.80%	9.80%
Sallie Rice		22.05%	22.05%
Barbara Rice		22.05%	22.05%
Wayne Rice		22.05%	22.05%
Totals	2%	98%	100%

FURTHER RESOLVED, that all of the purchases, contracts, acts, disbursements, receipts and activities of the General Partner of the Partnership since the last meeting of the Partnership are hereby ratified, approved and confirmed.

FURTHER RESOLVED, that Barbara Rice is hereby unanimously elected as the Manager of the Partnership to serve until her successor is chosen and qualified at the next meeting of the Partnership.

FURTHER RESOLVED, that all persons may rely exclusively on this Consent until and unless notified of any modification hereto or revocation hereof.

FURTHER RESOLVED, that this Consent may be executed in one or more counterparts (including facsimile and .PDF counterparts), each of which will be deemed to be an original copy of this Consent and all of which, when taken together, will be deemed to constitute one and the same Consent.

Remainder of Page Intentionally Blank – Signature Page Follows

IN WITNESS WHEREOF, this Consent has been executed as of the Effective Date.

GENERAL PARTNER:

Jill Ellen Rice

LIMITED PARTNERS:

Jill Ellen Rice

Thomas Rice, Jr.


Sallie Rice
Sallie Rice

Barbara Rice
Barbara Rice

Wayne Rice
Wayne Rice


IN WITNESS WHEREOF, this Consent has been executed as of the Effective Date.

GENERAL PARTNER:



Jill Ellen Rice

LIMITED PARTNERS:

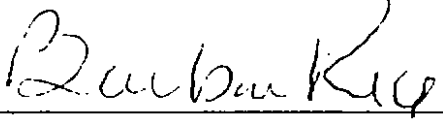


Jill Ellen Rice

Thomas Rice, Jr.



Sallie Rice



Barbara Rice

Wayne Rice

IN WITNESS WHEREOF, this Consent has been executed as of the Effective Date.

GENERAL PARTNER:

Jill Ellen Rice

LIMITED PARTNERS:

Jill Ellen Rice

Thomas Rice, Jr.

Sallie Rice

Barbara Rice

Wayne Rice

EXHIBIT A
ORDER OF SUMMARY ADMINISTRATION

(See attached)

Doc # 2019185860, OR BK 13896 Page 667, Number Pages: 2,
Recorded 08/14/2019 09:20 AM, RONNIE FUSSELL CLERK CIRCUIT COURT DUVAL COUNTY

FILED 08/14/2019 RONNIE FUSSELL

IN THE CIRCUIT COURT FOR
DUVAL COUNTY, FLORIDA

PROBATE DIVISION

FILE NUMBER: 16-2019-CP-1892

DIVISION: PR-A

IN RE: ESTATE OF
ROBERT JOHN RICE,
Deceased.

**ORDER OF SUMMARY ADMINISTRATION
(Testate)**

On the petition of JILL ELLEN RICE for Summary Administration of the estate of ROBERT JOHN RICE, deceased, the Court finding that the decedent died on April 3, 2016, that all interested persons have been served proper notice of hearing, or have waived notice thereof; that the material allegations of the petition are true; that the Will dated December 12, 2005, has been admitted to probate by order of this Court as and for the Last Will of the decedent; and that the decedent's estate qualifies for summary administration and an Order of Summary Administration should be entered, it is

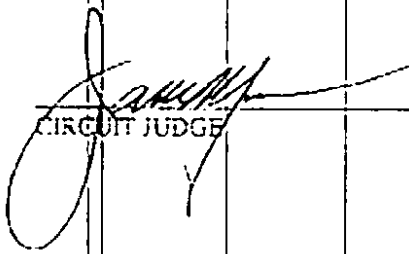
ADJUDGED as follows:

1. That there be immediate distribution of the decedent's (i) SunTrust Official Check No. 5301827850 (received as beneficiary of Elizabeth Rice Estate, deposited to Fisher, Tousey, Leas & Ball Client Trust Account); (ii) 2% general partnership interest in TER Partners, LLLP; and (iii) 22.05% limited partnership interest in TER Partners, LLLP to JILL ELLEN RICE, the sole remainder beneficiary under the Last Will and Testament of ROBERT JOHN RICE.

2. Those to whom specified parts of the decedent's estate are assigned by this order shall be entitled to receive and collect the same, and to maintain actions to enforce the right.

3. Debtors of the decedent, those holding property of the decedent, and those with whom securities or other property of the decedent are registered, are authorized and empowered to comply with this order by paying, delivering, or transferring to those specified above, the parts of the decedent's estate assigned to them by this order, and the persons so paying, delivering, or transferring shall not be accountable to anyone else for the property.

ORDERED on August 13, 2019.


CIRCUIT JUDGE

Copy to:

Kateena E. Manners, Esquire
Fisher, Tolley, Leas & Ball
818 North A1A, Suite 104
Ponte Vedra Beach, FL 32082

**ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST
TER PARTNERS, LLLP**

BARBARA RICE and SALLIE RICE, as the Co-Trustees of THOMAS P. RICE TRUST u/a/d July 2, 1991 (the "**Assignor**"), grants, assigns, transfers and conveys to THOMAS P. RICE, JR. (the "**Assignee**") a nine and 8/10th percent (9.8%) limited partnership interest (the "**Transferred Interest**") in TER PARTNERS, LLLP, a Florida limited liability limited partnership (the "**Partnership**"), which constitutes a nine and 8/10th percent (9.8%) partnership interest in the Partnership, together with all of the Assignor's right, title and interest in the Assignor's capital account in the Partnership attributable to such Transferred Interest, all of Assignor's right to allocations of income and loss and distributions under the Agreement of Limited Liability Limited Partnership of the Partnership in effect on the date hereof, as may be amended (the "**Partnership Agreement**"), attributable to such Transferred Interest, and all other right, title and interest the Assignor may have in the Partnership attributable to such Transferred Interest.

The Assignor and Assignee intend that (1) the Assignee become substituted and admitted as a limited partner of the Partnership with respect to the Transferred Interest assigned to Assignee pursuant to this Assignment, and (2) the Assignor withdraw as a limited partner of the Partnership with respect to the Transferred Interest. In accordance with the Partnership Agreement in effect on the Effective Date, the other partners of the Partnership consent to (a) the substitution and admission of the Assignee as a limited partner of the Assignor with respect to the Transferred Interest as of the Effective Date, and (b) the withdrawal of the Assignor as a limited partner of the Assignor with respect to the Transferred Interest as of the Effective Date. The Assignee accepts this Assignment, agrees to become a limited partner of the Partnership with respect to the Transferred Interest assigned to Assignee, and accepts all the terms and provisions of the Partnership Agreement. By executing this Assignment, Assignee hereby joins the Partnership Agreement for the purpose of evidencing such Assignee's acceptance of and consent to the terms and provisions contained therein.

This Assignment and each term and provision contained herein are binding on the Assignor and the Assignor's heirs, successors and assigns, and on Assignee and the Assignee's heirs, successors and assigns. The Assignor will execute and deliver such other instruments and provide such information as may be reasonably required to transfer the Transferred Interest to Assignee in conjunction with the transfer of the Transferred Interest. This Assignment may be executed in one or more counterparts (including facsimile and .PDF counterparts), each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same Assignment.

This Assignment and the rights of the parties hereunder shall be interpreted in accordance with and governed by the laws of the State of Florida, without regard to its choice or conflicts of laws principles and the courts having jurisdiction over Duval County, Florida shall be the exclusive venue for any action, suit, or other proceeding arising from, relating to, or in any way connected with this Assignment of the Transferred Interest.

EFFECTIVE as of the 17th day of March, 2020.

CONSENT

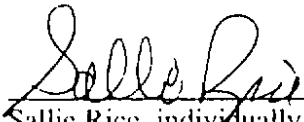
The general partner and the other limited partners of TER Partners, LLLP, a Florida limited liability limited partnership (the "*Partnership*") join the Assignment to consent to the substitution and admission of the Assignee as a substituted limited partner of the Partnership in place of the Assignor with respect to the Transferred Interest in accordance with the Partnership Agreement.

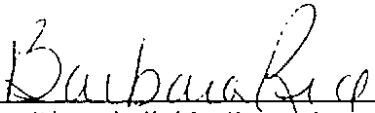
GENERAL PARTNER:

Jill Ellen Rice

LIMITED PARTNERS:

Jill Ellen Rice

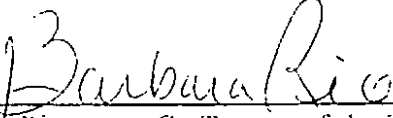

Sallie Rice, individually, as a Co- Trustee of
the Thomas P. Rice Trust u/a/d July 2, 1991,
and as Personal Representative of the Estate
of Elizabeth Rice

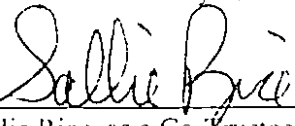

Barbara Rice, individually and as a Co-
Trustee of the Thomas P. Rice Trust u/a/d July
2, 1991

Wayne Rice


This Assignment shall be effective as of the Effective Date.

ASSIGNOR:


Barbara Rice, as a Co-Trustee of the Thomas P.
Rice Trust u/a/d July 2, 1991


Sallie Rice, as a Co-Trustee of the Thomas P. Rice
Trust u/a/d July 2, 1991

ASSIGNEE:


Thomas P. Rice, Jr.

CONSENT

The general partner and the other limited partners of TER Partners, LLLP, a Florida limited liability limited partnership (the "**Partnership**") join the Assignment to consent to the substitution and admission of the Assignee as a substituted limited partner of the Partnership in place of the Assignor with respect to the Transferred Interest in accordance with the Partnership Agreement.

GENERAL PARTNER:

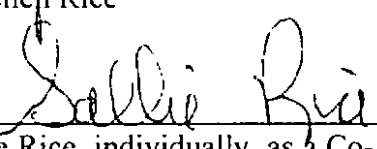


Jill Ellen Rice

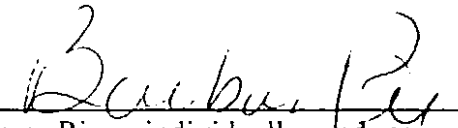
LIMITED PARTNERS:



Jill Ellen Rice



Sallie Rice, individually, as a Co- Trustee of
the Thomas P. Rice Trust u/a/d July 2, 1991,
and as Personal Representative of the Estate
of Elizabeth Rice



Barbara Rice, individually and as a Co-
Trustee of the Thomas P. Rice Trust u/a/d July
2, 1991

Wayne Rice

CONSENT

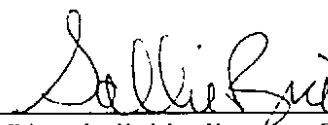
The general partner and the other limited partners of TER Partners, LLLP, a Florida limited liability limited partnership (the "*Partnership*") join the Assignment to consent to the substitution and admission of the Assignee as a substituted limited partner of the Partnership in place of the Assignor with respect to the Transferred Interest in accordance with the Partnership Agreement.

GENERAL PARTNER:

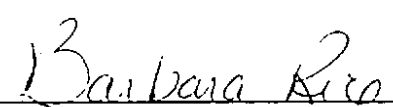
Jill Ellen Rice

LIMITED PARTNERS:

Jill Ellen Rice



Sallie Rice, individually, as a Co- Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991, and as Personal Representative of the Estate of Elizabeth Rice



Barbara Rice, individually and as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991



Wayne Rice

**ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST
TER PARTNERS, LLLP**

BARBARA RICE and SALLIE RICE, as the Co-Trustees of THOMAS P. RICE TRUST u/a/d July 2, 1991 (the "*Assignor*"), grants, assigns, transfers and conveys to SALLIE RICE (the "*Assignee*") a nine and 8/10th percent (9.8%) limited partnership interest (the "*Transferred Interest*") in TER PARTNERS, LLLP, a Florida limited liability limited partnership (the "*Partnership*"), which constitutes a nine and 8/10th percent (9.8%) partnership interest in the Partnership, together with all of the Assignor's right, title and interest in the Assignor's capital account in the Partnership attributable to such Transferred Interest, all of Assignor's right to allocations of income and loss and distributions under the Agreement of Limited Liability Limited Partnership of the Partnership in effect on the date hereof, as may be amended (the "*Partnership Agreement*"), attributable to such Transferred Interest, and all other right, title and interest the Assignor may have in the Partnership attributable to such Transferred Interest.

The Assignor and Assignee intend that (1) the Assignee become substituted and admitted as a limited partner of the Partnership with respect to the Transferred Interest assigned to Assignee pursuant to this Assignment, and (2) the Assignor withdraw as a limited partner of the Partnership with respect to the Transferred Interest. In accordance with the Partnership Agreement in effect on the Effective Date, the other partners of the Partnership consent to (a) the substitution and admission of the Assignee as a limited partner of the Assignor with respect to the Transferred Interest as of the Effective Date, and (b) the withdrawal of the Assignor as a limited partner of the Assignor with respect to the Transferred Interest as of the Effective Date. The Assignee accepts this Assignment, agrees to become a limited partner of the Partnership with respect to the Transferred Interest assigned to Assignee, and accepts all the terms and provisions of the Partnership Agreement. By executing this Assignment, Assignee hereby joins the Partnership Agreement for the purpose of evidencing such Assignee's acceptance of and consent to the terms and provisions contained therein.

This Assignment and each term and provision contained herein are binding on the Assignor and the Assignor's heirs, successors and assigns, and on Assignee and the Assignee's heirs, successors and assigns. The Assignor will execute and deliver such other instruments and provide such information as may be reasonably required to transfer the Transferred Interest to Assignee in conjunction with the transfer of the Transferred Interest. This Assignment may be executed in one or more counterparts (including facsimile and .PDF counterparts), each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same Assignment.

This Assignment and the rights of the parties hereunder shall be interpreted in accordance with and governed by the laws of the State of Florida, without regard to its choice or conflicts of laws principles and the courts having jurisdiction over Duval County, Florida shall be the exclusive venue for any action, suit, or other proceeding arising from, relating to, or in any way connected with this Assignment of the Transferred Interest.

EFFECTIVE as of the 17th day of March, 2020.

This Assignment shall be effective as of the Effective Date.

ASSIGNOR:

Barbara Rice

Barbara Rice, as a Co-Trustee of the Thomas P.
Rice Trust u/a/d July 2, 1991

Sallie Rice

Sallie Rice, as a Co-Trustee of the Thomas P. Rice
Trust u/a/d July 2, 1991

ASSIGNEE:

Sallie Rice

Sallie Rice

CONSENT

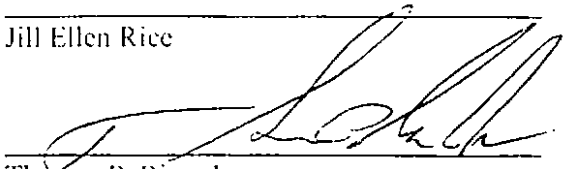
The general partner and the other limited partners of TER Partners, LLLP, a Florida limited liability limited partnership (the "*Partnership*") join the Assignment to consent to the substitution and admission of the Assignee as a substituted limited partner of the Partnership in place of the Assignor with respect to the Transferred Interest in accordance with the Partnership Agreement.

GENERAL PARTNER:

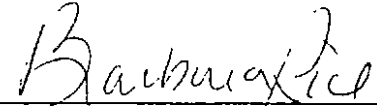
Jill Ellen Rice

LIMITED PARTNERS:

Jill Ellen Rice

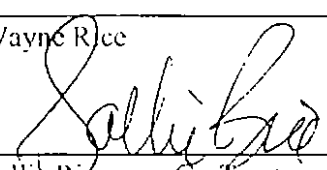


Thomas P. Rice, Jr.



Barbara Rice, individually and as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991

Wayne Rice

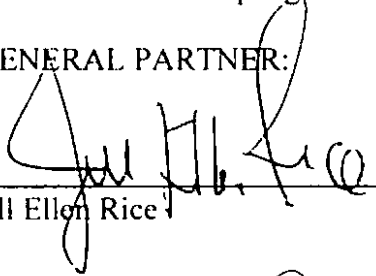


Sallie Rice, as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991 and as Personal Representative of the Estate of Elizabeth Rice

CONSENT

The general partner and the other limited partners of TER Partners, LLLP, a Florida limited liability limited partnership (the "**Partnership**") join the Assignment to consent to the substitution and admission of the Assignee as a substituted limited partner of the Partnership in place of the Assignor with respect to the Transferred Interest in accordance with the Partnership Agreement.

GENERAL PARTNER:

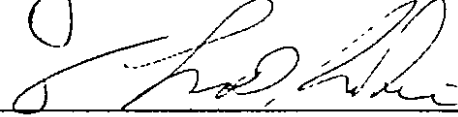


Jill Ellen Rice

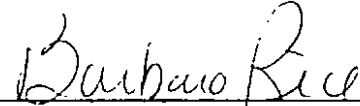
LIMITED PARTNERS:



Jill Ellen Rice

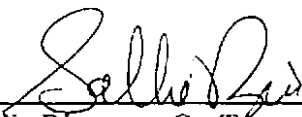


Thomas P. Rice, Jr.



Barbara Rice, individually and as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991

Wayne Rice



Sallie Rice, as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991 and as Personal Representative of the Estate of Elizabeth Rice

CONSENT

The general partner and the other limited partners of TER Partners, L.L.P., a Florida limited liability limited partnership (the "*Partnership*") join the Assignment to consent to the substitution and admission of the Assignee as a substituted limited partner of the Partnership in place of the Assignor with respect to the Transferred Interest in accordance with the Partnership Agreement.

GENERAL PARTNER:

Jill Ellen Rice

LIMITED PARTNERS:

Jill Ellen Rice

Thomas P. Rice, Jr.

Barbara Rice
Barbara Rice, individually and as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991

Wayne Rice
Wayne Rice

Sallie Rice
Sallie Rice, as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991 and as Personal Representative of the Estate of Elizabeth Rice

**ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST
TER PARTNERS, LLLP**

BARBARA RICE and SALLIE RICE, as the Co-Trustees of THOMAS P. RICE TRUST u/a/d July 2, 1991 (the "*Assignor*"), grants, assigns, transfers and conveys to BARBARA RICE (the "*Assignee*") a nine and 8/10th percent (9.8%) limited partnership interest (the "*Transferred Interest*") in TER PARTNERS, LLLP, a Florida limited liability limited partnership (the "*Partnership*"), which constitutes a nine and 8/10th percent (9.8%) partnership interest in the Partnership, together with all of the Assignor's right, title and interest in the Assignor's capital account in the Partnership attributable to such Transferred Interest, all of Assignor's right to allocations of income and loss and distributions under the Agreement of Limited Liability Limited Partnership of the Partnership in effect on the date hereof, as may be amended (the "*Partnership Agreement*"), attributable to such Transferred Interest, and all other right, title and interest the Assignor may have in the Partnership attributable to such Transferred Interest.

The Assignor and Assignee intend that (1) the Assignee become substituted and admitted as a limited partner of the Partnership with respect to the Transferred Interest assigned to Assignee pursuant to this Assignment, and (2) the Assignor withdraw as a limited partner of the Partnership with respect to the Transferred Interest. In accordance with the Partnership Agreement in effect on the Effective Date, the other partners of the Partnership consent to (a) the substitution and admission of the Assignee as a limited partner of the Assignor with respect to the Transferred Interest as of the Effective Date, and (b) the withdrawal of the Assignor as a limited partner of the Assignor with respect to the Transferred Interest as of the Effective Date. The Assignee accepts this Assignment, agrees to become a limited partner of the Partnership with respect to the Transferred Interest assigned to Assignee, and accepts all the terms and provisions of the Partnership Agreement. By executing this Assignment, Assignee hereby joins the Partnership Agreement for the purpose of evidencing such Assignee's acceptance of and consent to the terms and provisions contained therein.

This Assignment and each term and provision contained herein are binding on the Assignor and the Assignor's heirs, successors and assigns, and on Assignee and the Assignee's heirs, successors and assigns. The Assignor will execute and deliver such other instruments and provide such information as may be reasonably required to transfer the Transferred Interest to Assignee in conjunction with the transfer of the Transferred Interest. This Assignment may be executed in one or more counterparts (including facsimile and .PDF counterparts), each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same Assignment.

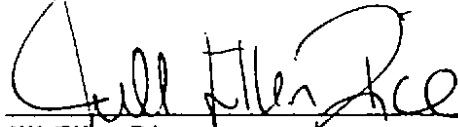
This Assignment and the rights of the parties hereunder shall be interpreted in accordance with and governed by the laws of the State of Florida, without regard to its choice or conflicts of laws principles and the courts having jurisdiction over Duval County, Florida shall be the exclusive venue for any action, suit, or other proceeding arising from, relating to, or in any way connected with this Assignment of the Transferred Interest.

EFFECTIVE as of the 17th day of March 2020.

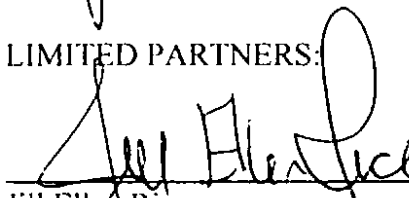
CONSENT

The general partner and the other limited partners of TER Partners, LLLP, a Florida limited liability limited partnership (the "**Partnership**") join the Assignment to consent to the substitution and admission of the Assignee as a substituted limited partner of the Partnership in place of the Assignor with respect to the Transferred Interest in accordance with the Partnership Agreement.

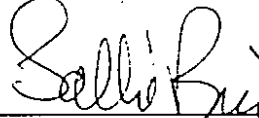
GENERAL PARTNER:


Jill Ellen Rice

LIMITED PARTNERS:

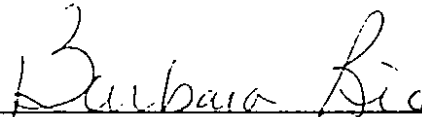

Jill Ellen Rice

Thomas P. Rice, Jr.



Sallie Rice, individually, as a Co- Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991, and as Personal Representative of the Estate of Elizabeth Rice

Wayne Rice



Barbara Rice, as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991

CONSENT

The general partner and the other limited partners of TER Partners, LLLP, a Florida limited liability limited partnership (the "**Partnership**") join the Assignment to consent to the substitution and admission of the Assignee as a substituted limited partner of the Partnership in place of the Assignor with respect to the Transferred Interest in accordance with the Partnership Agreement.

GENERAL PARTNER:

Jill Ellen Rice

LIMITED PARTNERS:

Jill Ellen Rice

Thomas P. Rice, Jr.

Sally Rice, individually, as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991, and as Personal Representative of the Estate of Elizabeth Rice

Wayne Rice

Barbara Rice, as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991

This Assignment shall be effective as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

Barbara Rice
Barbara Rice, as a Co-Trustee of the Thomas P.
Rice Trust u/a/d July 2, 1991

Barbara Rice
Barbara Rice

Sallie Rice
Sallie Rice, as a Co-Trustee of the Thomas P. Rice
Trust u/a/d July 2, 1991

CONSENT

The general partner and the other limited partners of TER Partners, LLLP, a Florida limited liability limited partnership (the "**Partnership**") join the Assignment to consent to the substitution and admission of the Assignee as a substituted limited partner of the Partnership in place of the Assignor with respect to the Transferred Interest in accordance with the Partnership Agreement.


GENERAL PARTNER:

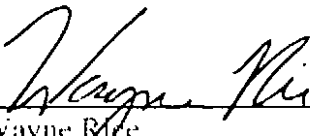
Jill Ellen Rice

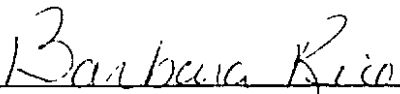
LIMITED PARTNERS:

Jill Ellen Rice

Thomas P. Rice, Jr.


Sally Rice, individually, as a Co- Trustee of
the Thomas P. Rice Trust u/a/d July 2, 1991,
and as Personal Representative of the Estate
of Elizabeth Rice


Wayne Rice


Barbara Rice, as a Co-Trustee of the Thomas
P. Rice Trust u/a/d July 2, 1991

**ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST
TER PARTNERS, LLLP**

BARBARA RICE and SALLIE RICE, as the Co-Trustees of THOMAS P. RICE TRUST u/a/d July 2, 1991 (the "*Assignor*"), grants, assigns, transfers and conveys to WAYNE RICE (the "*Assignee*") a nine and 8/10th percent (9.8%) limited partnership interest (the "*Transferred Interest*") in TER PARTNERS, LLLP, a Florida limited liability limited partnership (the "*Partnership*"), which constitutes a nine and 8/10th percent (9.8%) partnership interest in the Partnership, together with all of the Assignor's right, title and interest in the Assignor's capital account in the Partnership attributable to such Transferred Interest, all of Assignor's right to allocations of income and loss and distributions under the Agreement of Limited Liability Limited Partnership of the Partnership in effect on the date hereof, as may be amended (the "*Partnership Agreement*"), attributable to such Transferred Interest, and all other right, title and interest the Assignor may have in the Partnership attributable to such Transferred Interest.

The Assignor and Assignee intend that (1) the Assignee become substituted and admitted as a limited partner of the Partnership with respect to the Transferred Interest assigned to Assignee pursuant to this Assignment, and (2) the Assignor withdraw as a limited partner of the Partnership with respect to the Transferred Interest. In accordance with the Partnership Agreement in effect on the Effective Date, the other partners of the Partnership consent to (a) the substitution and admission of the Assignee as a limited partner of the Assignor with respect to the Transferred Interest as of the Effective Date, and (b) the withdrawal of the Assignor as a limited partner of the Assignor with respect to the Transferred Interest as of the Effective Date. The Assignee accepts this Assignment, agrees to become a limited partner of the Partnership with respect to the Transferred Interest assigned to Assignee, and accepts all the terms and provisions of the Partnership Agreement. By executing this Assignment, Assignee hereby joins the Partnership Agreement for the purpose of evidencing such Assignee's acceptance of and consent to the terms and provisions contained therein.

This Assignment and each term and provision contained herein are binding on the Assignor and the Assignor's heirs, successors and assigns, and on Assignee and the Assignee's heirs, successors and assigns. The Assignor will execute and deliver such other instruments and provide such information as may be reasonably required to transfer the Transferred Interest to Assignee in conjunction with the transfer of the Transferred Interest. This Assignment may be executed in one or more counterparts (including facsimile and .PDF counterparts), each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same Assignment.

This Assignment and the rights of the parties hereunder shall be interpreted in accordance with and governed by the laws of the State of Florida, without regard to its choice or conflicts of laws principles and the courts having jurisdiction over Duval County, Florida shall be the exclusive venue for any action, suit, or other proceeding arising from, relating to, or in any way connected with this Assignment of the Transferred Interest.

EFFECTIVE as of the 17th day of March, 2020.

This Assignment shall be effective as of the Effective Date.

ASSIGNOR:

Barbara Rice
Barbara Rice, as a Co-Trustee of the Thomas P.
Rice Trust u/a/d July 2, 1991

Sallie Rice
Sallie Rice, as a Co-Trustee of the Thomas P. Rice
Trust u/a/d July 2, 1991

ASSIGNEE:

Wayne Rice
Wayne Rice

CONSENT

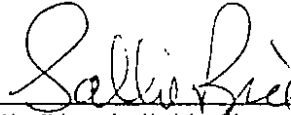
The general partner and the other limited partners of TER Partners, LLLP, a Florida limited liability limited partnership (the "**Partnership**") join the Assignment to consent to the substitution and admission of the Assignee as a substituted limited partner of the Partnership in place of the Assignor with respect to the Transferred Interest in accordance with the Partnership Agreement.

GENERAL PARTNER:

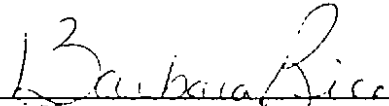
Jill Ellen Rice

LIMITED PARTNERS:

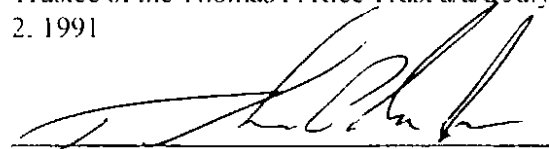
Jill Ellen Rice



Sallie Rice, individually, as a Co- Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991, and as Personal Representative of the Estate of Elizabeth Rice



Barbara Rice, individually and as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991



Thomas P. Rice, Jr.

This Assignment shall be effective as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

Barbara Rice, as a Co-Trustee of the Thomas P.
Rice Trust u/a/d July 2, 1991

Wayne Rice

Sallie Rice, as a Co-Trustee of the Thomas P. Rice
Trust u/a/d July 2, 1991

6

**ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST
TER PARTNERS, LLLP**

BARBARA RICE and SALLIE RICE, as the Co-Trustees of THOMAS P. RICE TRUST u/a/d July 2, 1991 (the "**Assignor**"), grants, assigns, transfers and conveys to JILL RICE, as the proposed Personal Representative of the ESTATE OF ROBERT RICE (the "**Assignee**") a nine and 8/10th percent (9.8%) limited partnership interest (the "**Transferred Interest**") in TER PARTNERS, LLLP, a Florida limited liability limited partnership (the "**Partnership**"), which constitutes a nine and 8/10th percent (9.8%) partnership interest in the Partnership, together with all of the Assignor's right, title and interest in the Assignor's capital account in the Partnership attributable to such Transferred Interest, all of Assignor's right to allocations of income and loss and distributions under the Agreement of Limited Liability Limited Partnership of the Partnership in effect on the date hereof, as may be amended (the "**Partnership Agreement**"), attributable to such Transferred Interest, and all other right, title and interest the Assignor may have in the Partnership attributable to such Transferred Interest.

The Assignor and Assignee intend that (1) the Assignee become substituted and admitted as a limited partner of the Partnership with respect to the Transferred Interest assigned to Assignee pursuant to this Assignment, and (2) the Assignor withdraw as a limited partner of the Partnership with respect to the Transferred Interest. In accordance with the Partnership Agreement in effect on the Effective Date, the other partners of the Partnership consent to (a) the substitution and admission of the Assignee as a limited partner of the Assignor with respect to the Transferred Interest as of the Effective Date, and (b) the withdrawal of the Assignor as a limited partner of the Assignor with respect to the Transferred Interest as of the Effective Date. The Assignee accepts this Assignment, agrees to become a limited partner of the Partnership with respect to the Transferred Interest assigned to Assignee, and accepts all the terms and provisions of the Partnership Agreement. By executing this Assignment, Assignee hereby joins the Partnership Agreement for the purpose of evidencing such Assignee's acceptance of and consent to the terms and provisions contained therein.

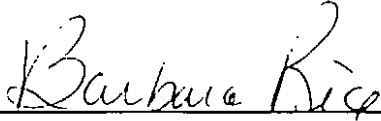
This Assignment and each term and provision contained herein are binding on the Assignor and the Assignor's heirs, successors and assigns, and on Assignee and the Assignee's heirs, successors and assigns. The Assignor will execute and deliver such other instruments and provide such information as may be reasonably required to transfer the Transferred Interest to Assignee in conjunction with the transfer of the Transferred Interest. This Assignment may be executed in one or more counterparts (including facsimile and .PDF counterparts), each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same Assignment.

This Assignment and the rights of the parties hereunder shall be interpreted in accordance with and governed by the laws of the State of Florida, without regard to its choice or conflicts of laws principles and the courts having jurisdiction over Duval County, Florida shall be the exclusive venue for any action, suit, or other proceeding arising from, relating to, or in any way connected with this Assignment of the Transferred Interest.

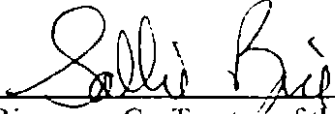
EFFECTIVE as of the 17th day of March, 2020.

This Assignment shall be effective as of the Effective Date.

ASSIGNOR:

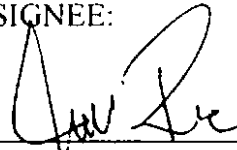


Barbara Rice, as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991



Sallie Rice, as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991

ASSIGNEE:

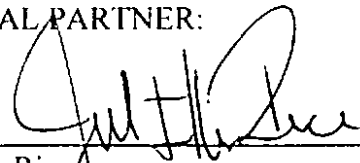


Jill Rice, as the proposed Personal Representative of the Estate of Robert Rice

CONSENT

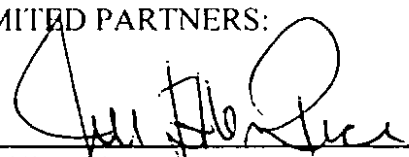
The general partner and the other limited partners of TER Partners, LLLP, a Florida limited liability limited partnership (the "**Partnership**") join the Assignment to consent to the substitution and admission of the Assignee as a substituted limited partner of the Partnership in place of the Assignor with respect to the Transferred Interest in accordance with the Partnership Agreement.

GENERAL PARTNER:



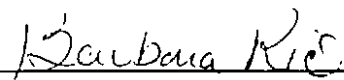
Jill Ellen Rice

LIMITED PARTNERS:



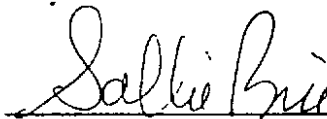
Jill Ellen Rice

Thomas P. Rice, Jr.



Barbara Rice, individually and as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991

Wayne Rice



Sallie Rice, as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991 and as Personal Representative of the Estate of Elizabeth Rice

CONSENT

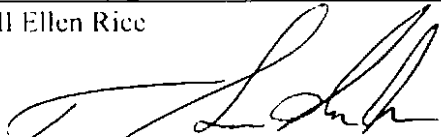
The general partner and the other limited partners of TER Partners, LLLP, a Florida limited liability limited partnership (the "*Partnership*") join the Assignment to consent to the substitution and admission of the Assignee as a substituted limited partner of the Partnership in place of the Assignor with respect to the Transferred Interest in accordance with the Partnership Agreement.

GENERAL PARTNER:

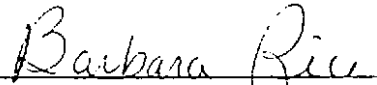
Jill Ellen Rice

LIMITED PARTNERS:

Jill Ellen Rice

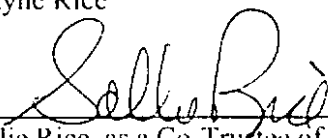


Thomas P. Rice, Jr.



Barbara Rice, individually and as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991

Wayne Rice



Sallie Rice, as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991 and as Personal Representative of the Estate of Elizabeth Rice

This Assignment shall be effective as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

Barbara Rice, as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991

Jill Rice, as the proposed Personal Representative of the Estate of Robert Rice

Sallie Rice, as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991

CONSENT

The general partner and the other limited partners of TER Partners, LLLP, a Florida limited liability limited partnership (the "*Partnership*") join the Assignment to consent to the substitution and admission of the Assignee as a substituted limited partner of the Partnership in place of the Assignor with respect to the Transferred Interest in accordance with the Partnership Agreement.

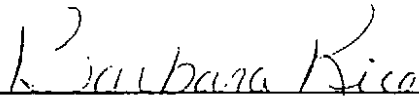
GENERAL PARTNER:

Jill Ellen Rice


LIMITED PARTNERS:

Jill Ellen Rice

Thomas P. Rice, Jr.


Barbara Rice, individually and as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991


Wayne Rice


Sallie Rice, as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991 and as Personal Representative of the Estate of Elizabeth Rice

7

**ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST
TER PARTNERS, LLLP**

SALLIE RICE, as the Personal Representative of the Estate of ELIZABETH RICE (the "*Assignor*"), grants, assigns, transfers and conveys to SALLIE RICE (the "*Assignee*") a twelve and one-quarter percent (12.25%) limited partnership interest (the "*Transferred Interest*") in TER PARTNERS, LLLP, a Florida limited liability limited partnership (the "*Partnership*"), which constitutes a twelve and one-quarter percent (12.25%) partnership interest in the Partnership, together with all of the Assignor's right, title and interest in the Assignor's capital account in the Partnership attributable to such Transferred Interest, all of Assignor's right to allocations of income and loss and distributions under the Agreement of Limited Liability Limited Partnership of the Partnership in effect on the date hereof, as may be amended (the "*Partnership Agreement*"), attributable to such Transferred Interest, and all other right, title and interest the Assignor may have in the Partnership attributable to such Transferred Interest.

The Assignor and Assignee intend that (1) the Assignee become substituted and admitted as a limited partner of the Partnership with respect to the Transferred Interest assigned to Assignee pursuant to this Assignment, and (2) the Assignor withdraw as a limited partner of the Partnership with respect to the Transferred Interest. In accordance with the Partnership Agreement in effect on the Effective Date, the other partners of the Partnership consent to (a) the substitution and admission of the Assignee as a limited partner of the Assignor with respect to the Transferred Interest as of the Effective Date, and (b) the withdrawal of the Assignor as a limited partner of the Assignor with respect to the Transferred Interest as of the Effective Date. The Assignee accepts this Assignment, agrees to become a limited partner of the Partnership with respect to the Transferred Interest assigned to Assignee, and accepts all the terms and provisions of the Partnership Agreement. By executing this Assignment, Assignee hereby joins the Partnership Agreement for the purpose of evidencing such Assignee's acceptance of and consent to the terms and provisions contained therein.

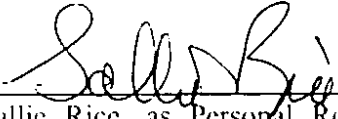
This Assignment and each term and provision contained herein are binding on the Assignor and the Assignor's heirs, successors and assigns, and on Assignee and the Assignee's heirs, successors and assigns. The Assignor will execute and deliver such other instruments and provide such information as may be reasonably required to transfer the Transferred Interest to Assignee in conjunction with the transfer of the Transferred Interest. This Assignment may be executed in one or more counterparts (including facsimile and .PDF counterparts), each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same Assignment.

This Assignment and the rights of the parties hereunder shall be interpreted in accordance with and governed by the laws of the State of Florida, without regard to its choice or conflicts of laws principles and the courts having jurisdiction over Duval County, Florida shall be the exclusive venue for any action, suit, or other proceeding arising from, relating to, or in any way connected with this Assignment of the Transferred Interest.

EFFECTIVE as of the 17th day of March 2020.

This Assignment shall be effective as of the Effective Date.

ASSIGNOR:



Sallie Rice, as Personal Representative of the
Estate of Elizabeth Rice

ASSIGNEE:



Sallie Rice

CONSENT


The general partner and the other limited partners of TER Partners, LLLP, a Florida limited liability limited partnership (the "**Partnership**") join the Assignment to consent to the substitution and admission of the Assignee as a substituted limited partner of the Partnership in place of the Assignor with respect to the Transferred Interest in accordance with the Partnership Agreement.

GENERAL PARTNER:

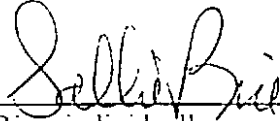
Jill Ellen Rice

LIMITED PARTNERS:

Jill Ellen Rice

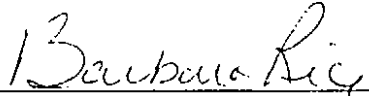


Thomas P. Rice, Jr.



Sally Rice, individually, as a Co- Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991, and as Personal Representative of the Estate of Elizabeth Rice

Wayne Rice

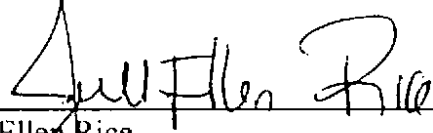


Barbara Rice, individually and as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991

CONSENT

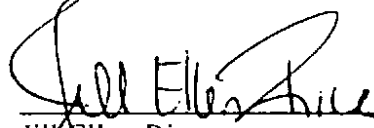
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GENERAL PARTNER:




Jill Ellen Rice

LIMITED PARTNERS:



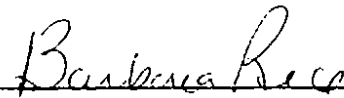
Jill Ellen Rice

Thomas P. Rice, Jr.



Sally Rice, individually, as a Co- Trustee of
the Thomas P. Rice Trust u/a/d July 2, 1991,
and as Personal Representative of the Estate
of Elizabeth Rice

Wayne Rice



Barbara Rice, individually and as a Co-
Trustee of the Thomas P. Rice Trust u/a/d
July 2, 1991

CONSENT

The general partner and the other limited partners of TER Partners, LLLP, a Florida limited liability limited partnership (the "**Partnership**") join the Assignment to consent to the substitution and admission of the Assignee as a substituted limited partner of the Partnership in place of the Assignor with respect to the Transferred Interest in accordance with the Partnership Agreement.

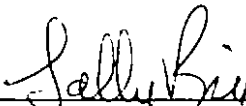
GENERAL PARTNER:

Jill Ellen Rice

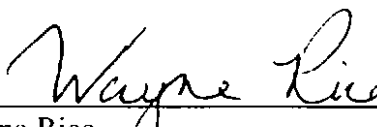
LIMITED PARTNERS:

Jill Ellen Rice

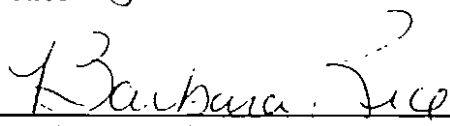
Thomas P. Rice, Jr.



Sally Rice, individually, as a Co- Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991, and as Personal Representative of the Estate of Elizabeth Rice



Wayne Rice



Barbara Rice, individually and as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991

**ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST
TER PARTNERS, LLLP**

SALLIE RICE, as the Personal Representative of the Estate of ELIZABETH RICE (the "*Assignor*"), grants, assigns, transfers and conveys to BARBARA RICE (the "*Assignee*") a twelve and one-quarter percent (12.25%) limited partnership interest (the "*Transferred Interest*") in TER PARTNERS, LLLP, a Florida limited liability limited partnership (the "*Partnership*"), which constitutes a twelve and one-quarter percent (12.25%) partnership interest in the Partnership, together with all of the Assignor's right, title and interest in the Assignor's capital account in the Partnership attributable to such Transferred Interest, all of Assignor's right to allocations of income and loss and distributions under the Agreement of Limited Liability Limited Partnership of the Partnership in effect on the date hereof, as may be amended (the "*Partnership Agreement*"), attributable to such Transferred Interest, and all other right, title and interest the Assignor may have in the Partnership attributable to such Transferred Interest.

The Assignor and Assignee intend that (1) the Assignee become substituted and admitted as a limited partner of the Partnership with respect to the Transferred Interest assigned to Assignee pursuant to this Assignment, and (2) the Assignor withdraw as a limited partner of the Partnership with respect to the Transferred Interest. In accordance with the Partnership Agreement in effect on the Effective Date, the other partners of the Partnership consent to (a) the substitution and admission of the Assignee as a limited partner of the Assignor with respect to the Transferred Interest as of the Effective Date, and (b) the withdrawal of the Assignor as a limited partner of the Assignor with respect to the Transferred Interest as of the Effective Date. The Assignee accepts this Assignment, agrees to become a limited partner of the Partnership with respect to the Transferred Interest assigned to Assignee, and accepts all the terms and provisions of the Partnership Agreement. By executing this Assignment, Assignee hereby joins the Partnership Agreement for the purpose of evidencing such Assignee's acceptance of and consent to the terms and provisions contained therein.

This Assignment and each term and provision contained herein are binding on the Assignor and the Assignor's heirs, successors and assigns, and on Assignee and the Assignee's heirs, successors and assigns. The Assignor will execute and deliver such other instruments and provide such information as may be reasonably required to transfer the Transferred Interest to Assignee in conjunction with the transfer of the Transferred Interest. This Assignment may be executed in one or more counterparts (including facsimile and .PDF counterparts), each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same Assignment.

This Assignment and the rights of the parties hereunder shall be interpreted in accordance with and governed by the laws of the State of Florida, without regard to its choice or conflicts of laws principles and the courts having jurisdiction over Duval County, Florida shall be the exclusive venue for any action, suit, or other proceeding arising from, relating to, or in any way connected with this Assignment of the Transferred Interest.

EFFECTIVE as of the 17th day of March 2020.

This Assignment shall be effective as of the Effective Date.

ASSIGNOR:

Sallie Rice
Sallie Rice, as Personal Representative of the
Estate of Elizabeth Rice

ASSIGNEE:

Barbara Rice
Barbara Rice

CONSENT

The general partner and the other limited partners of TER Partners, LLLP, a Florida limited liability limited partnership (the "**Partnership**") join the Assignment to consent to the substitution and admission of the Assignee as a substituted limited partner of the Partnership in place of the Assignor with respect to the Transferred Interest in accordance with the Partnership Agreement.

GENERAL PARTNER:

Jill Ellen Rice

LIMITED PARTNERS:

Jill Ellen Rice

Thomas P. Rice, Jr.

Sally Rice, individually, as a Co- Trustee of
the Thomas P. Rice Trust u/a/d July 2, 1991,
and as Personal Representative of the Estate
of Elizabeth Rice

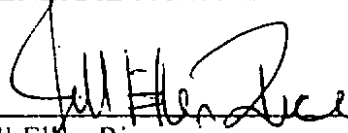
Wayne Rice

Barbara Rice, as a Co-Trustee of the Thomas
P. Rice Trust u/a/d July 2, 1991

CONSENT

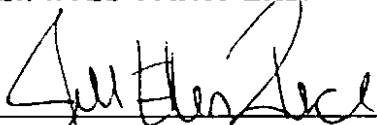
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GENERAL PARTNER:




Jill Ellen Rice

LIMITED PARTNERS:




Jill Ellen Rice

Thomas P. Rice, Jr.



Sally Rice, individually, as a Co- Trustee of
the Thomas P. Rice Trust u/a/d July 2, 1991,
and as Personal Representative of the Estate
of Elizabeth Rice

Wayne Rice



Barbara Rice, as a Co-Trustee of the Thomas
P. Rice Trust u/a/d July 2, 1991

CONSENT

The general partner and the other limited partners of TER Partners, LLLP, a Florida limited liability limited partnership (the "*Partnership*") join the Assignment to consent to the substitution and admission of the Assignee as a substituted limited partner of the Partnership in place of the Assignor with respect to the Transferred Interest in accordance with the Partnership Agreement.

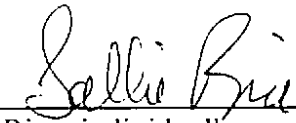
GENERAL PARTNER:

Jill Ellen Rice

LIMITED PARTNERS:

Jill Ellen Rice

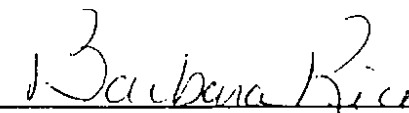
Thomas P. Rice, Jr.



Sallie Rice, individually, as a Co- Trustee of
the Thomas P. Rice Trust u/a/d July 2, 1991,
and as Personal Representative of the Estate
of Elizabeth Rice



Wayne Rice



Barbara Rice, as a Co-Trustee of the Thomas
P. Rice Trust u/a/d July 2, 1991

**ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST
TER PARTNERS, LLLP**

SALLIE RICE, as the Personal Representative of the Estate of ELIZABETH RICE (the "**Assignor**"), grants, assigns, transfers and conveys to WAYNE RICE (the "**Assignee**") a twelve and one-quarter percent (12.25%) limited partnership interest (the "**Transferred Interest**") in TER PARTNERS, LLLP, a Florida limited liability limited partnership (the "**Partnership**"), which constitutes a twelve and one-quarter percent (12.25%) partnership interest in the Partnership, together with all of the Assignor's right, title and interest in the Assignor's capital account in the Partnership attributable to such Transferred Interest, all of Assignor's right to allocations of income and loss and distributions under the Agreement of Limited Liability Limited Partnership of the Partnership in effect on the date hereof, as may be amended (the "**Partnership Agreement**"), attributable to such Transferred Interest, and all other right, title and interest the Assignor may have in the Partnership attributable to such Transferred Interest.

The Assignor and Assignee intend that (1) the Assignee become substituted and admitted as a limited partner of the Partnership with respect to the Transferred Interest assigned to Assignee pursuant to this Assignment, and (2) the Assignor withdraw as a limited partner of the Partnership with respect to the Transferred Interest. In accordance with the Partnership Agreement in effect on the Effective Date, the other partners of the Partnership consent to (a) the substitution and admission of the Assignee as a limited partner of the Assignor with respect to the Transferred Interest as of the Effective Date, and (b) the withdrawal of the Assignor as a limited partner of the Assignor with respect to the Transferred Interest as of the Effective Date. The Assignee accepts this Assignment, agrees to become a limited partner of the Partnership with respect to the Transferred Interest assigned to Assignee, and accepts all the terms and provisions of the Partnership Agreement. By executing this Assignment, Assignee hereby joins the Partnership Agreement for the purpose of evidencing such Assignee's acceptance of and consent to the terms and provisions contained therein.

This Assignment and each term and provision contained herein are binding on the Assignor and the Assignor's heirs, successors and assigns, and on Assignee and the Assignee's heirs, successors and assigns. The Assignor will execute and deliver such other instruments and provide such information as may be reasonably required to transfer the Transferred Interest to Assignee in conjunction with the transfer of the Transferred Interest. This Assignment may be executed in one or more counterparts (including facsimile and .PDF counterparts), each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same Assignment.

This Assignment and the rights of the parties hereunder shall be interpreted in accordance with and governed by the laws of the State of Florida, without regard to its choice or conflicts of laws principles and the courts having jurisdiction over Duval County, Florida shall be the exclusive venue for any action, suit, or other proceeding arising from, relating to, or in any way connected with this Assignment of the Transferred Interest.

EFFECTIVE as of the 17th day of March 2020.

This Assignment shall be effective as of the Effective Date.

ASSIGNOR:

Sallie Rice
Sallie Rice, as Personal Representative of the
Estate of Elizabeth Rice

ASSIGNEE:

Wayne Rice
Wayne Rice

CONSENT

The general partner and the other limited partners of TER Partners, LLLP, a Florida limited liability limited partnership (the "**Partnership**") join the Assignment to consent to the substitution and admission of the Assignee as a substituted limited partner of the Partnership in place of the Assignor with respect to the Transferred Interest in accordance with the Partnership Agreement.

GENERAL PARTNER:



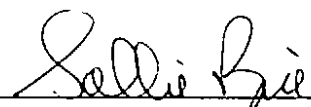
Jill Ellen Rice

LIMITED PARTNERS:

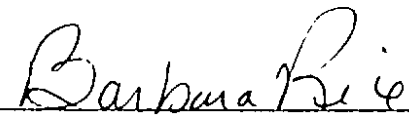


Jill Ellen Rice

Thomas P. Rice, Jr.



Sally Rice, individually, as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991, and as Personal Representative of the Estate of Elizabeth Rice



Barbara Rice, individually and as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991

CONSENT

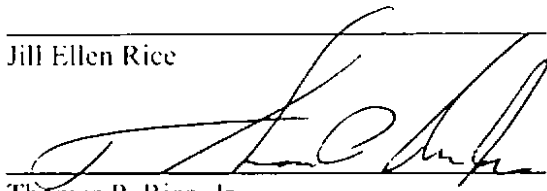
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GENERAL PARTNER:


Jill Ellen Rice

LIMITED PARTNERS:

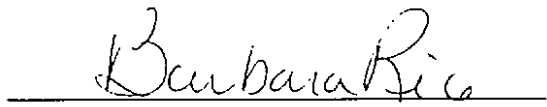
Jill Ellen Rice



Thomas P. Rice, Jr.



Sallie Rice, individually, as a Co- Trustee of
the Thomas P. Rice Trust u/a/d July 2, 1991,
and as Personal Representative of the Estate
of Elizabeth Rice



Barbara Rice, individually and as a Co-
Trustee of the Thomas P. Rice Trust u/a/d
July 2, 1991

This Assignment shall be effective as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

Sallie Rice, as Personal Representative of the
Estate of Elizabeth Rice

Wayne Rice

10

**ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST
TER PARTNERS, L.L.P.**

SALLIE RICE, as the Personal Representative of the Estate of ELIZABETH RICE (the "*Assignor*"), grants, assigns, transfers and conveys to JILL RICE, as the proposed Personal Representative of the ESTATE OF ROBERT RICE (the "*Assignee*") a twelve and one-quarter percent (12.25%) limited partnership interest (the "*Transferred Interest*") in TER PARTNERS, L.L.P., a Florida limited liability limited partnership (the "*Partnership*"), which constitutes a twelve and one-quarter percent (12.25%) partnership interest in the Partnership, together with all of the Assignor's right, title and interest in the Assignor's capital account in the Partnership attributable to such Transferred Interest, all of Assignor's right to allocations of income and loss and distributions under the Agreement of Limited Liability Limited Partnership of the Partnership in effect on the date hereof, as may be amended (the "*Partnership Agreement*"), attributable to such Transferred Interest, and all other right, title and interest the Assignor may have in the Partnership attributable to such Transferred Interest.

The Assignor and Assignee intend that (1) the Assignee become substituted and admitted as a limited partner of the Partnership with respect to the Transferred Interest assigned to Assignee pursuant to this Assignment, and (2) the Assignor withdraw as a limited partner of the Partnership with respect to the Transferred Interest. In accordance with the Partnership Agreement in effect on the Effective Date, the other partners of the Partnership consent to (a) the substitution and admission of the Assignee as a limited partner of the Assignor with respect to the Transferred Interest as of the Effective Date, and (b) the withdrawal of the Assignor as a limited partner of the Assignor with respect to the Transferred Interest as of the Effective Date. The Assignee accepts this Assignment, agrees to become a limited partner of the Partnership with respect to the Transferred Interest assigned to Assignee, and accepts all the terms and provisions of the Partnership Agreement. By executing this Assignment, Assignee hereby joins the Partnership Agreement for the purpose of evidencing such Assignee's acceptance of and consent to the terms and provisions contained therein.

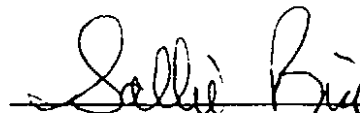
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EFFECTIVE as of the 17th day of March, 2020.

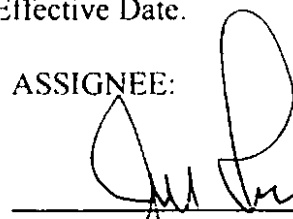
This Assignment shall be effective as of the Effective Date.

ASSIGNOR:



Sallie Rice, as Personal Representative of the
Estate of Elizabeth Rice

ASSIGNEE:



Jill Rice, as the proposed Personal
Representative of the Estate of Robert Rice

CONSENT

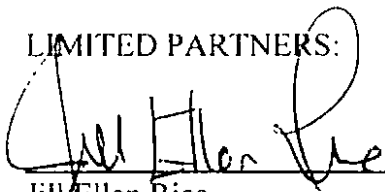
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GENERAL PARTNER:



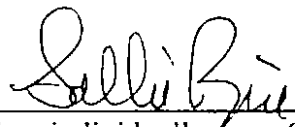
Jill Ellen Rice

LIMITED PARTNERS:



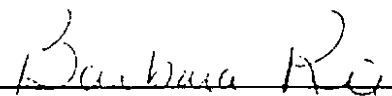
Jill Ellen Rice

Thomas P. Rice, Jr.



Sally Rice, individually, as a Co- Trustee of
the Thomas P. Rice Trust u/a/d July 2, 1991,
and as Personal Representative of the Estate
of Elizabeth Rice

Wayne Rice



Barbara Rice, individually and as a Co-
Trustee of the Thomas P. Rice Trust u/a/d
July 2, 1991

CONSENT

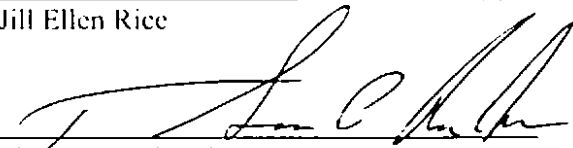
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GENERAL PARTNER:

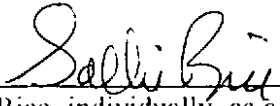
Jill Ellen Rice

LIMITED PARTNERS:

Jill Ellen Rice

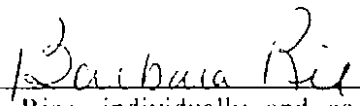


Thomas P. Rice, Jr.



Sally Rice, individually, as a Co- Trustee of
the Thomas P. Rice Trust u/a/d July 2, 1991,
and as Personal Representative of the Estate
of Elizabeth Rice

Wayne Rice



Barbara Rice, individually and as a Co-
Trustee of the Thomas P. Rice Trust u/a/d
July 2, 1991

This Assignment shall be effective as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

Sallie Rice, as Personal Representative of the
Estate of Elizabeth Rice

Jill Rice, as the proposed Personal
Representative of the Estate of Robert Rice

CONSENT

The general partner and the other limited partners of TER Partners, LLLP, a Florida limited liability limited partnership (the "*Partnership*") join the Assignment to consent to the substitution and admission of the Assignee as a substituted limited partner of the Partnership in place of the Assignor with respect to the Transferred Interest in accordance with the Partnership Agreement.

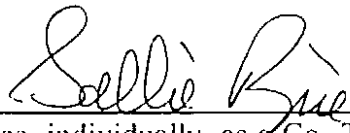
GENERAL PARTNER:

Jill Ellen Rice

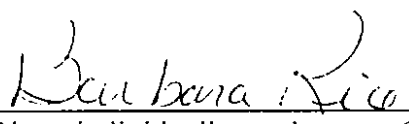
LIMITED PARTNERS:

Jill Ellen Rice

Thomas P. Rice, Jr.


Sally Rice, individually, as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991, and as Personal Representative of the Estate of Elizabeth Rice


Wayne Rice


Barbara Rice, individually and as a Co-Trustee of the Thomas P. Rice Trust u/a/d July 2, 1991

FIRST AMENDMENT
to the
LIMITED LIABILITY LIMITED PARTNERSHIP AGREEMENT
of
TER PARTNERS, L.L.P.

THIS FIRST AMENDMENT TO THE AGREEMENT OF LIMITED LIABILITY LIMITED PARTNERSHIP OF TER PARTNERS, L.L.P. (the "*Partnership*") is entered into effective as of the 7th day of March, 2020 (the "*Effective Date*"), by and among the partners listed on Section 5.1.1 (the "*Partners*") of the Limited Liability Limited Partnership Agreement dated October 10, 2011 (the "*Partnership Agreement*") on the following terms and conditions:

WHEREAS, Thomas P. Rice, an original Limited Partner of the Partnership, passed away and his forty-nine percent (49%) Limited Partnership interest was transferred to the following beneficiaries with the percentage amount adjacent to their name:

Thomas Rice, Jr.	9.80%
Sallie Rice	9.80%
Barbara Rice	9.80%
Robert Rice	9.80%
Wayne Rice	9.80%

WHEREAS, Elizabeth Rice, an original Limited Partner of the Partnership, passed away and her forty-nine percent (49%) Limited Partnership interest was transferred to the following beneficiaries with the percentage amount adjacent to their name:

Sallie Rice	12.25%
Barbara Rice	12.25%
Robert Rice	12.25%
Wayne Rice	12.25%

WHEREAS, Robert Rice, the original General Partner of the Partnership, passed away and his two percent (2%) General Partnership interest and his twenty-two and 05/100 percent (22.05%) inherited Limited Partnership interest was transferred to his wife, Jill Ellen Rice.

WHEREAS, the Partners desire to amend Sections 5.1.1 through 5.1.3 of the Partnership Agreement to reflect the admission of the assignees as the general partner and the limited partners of the Partnership.

NOW, THEREFORE, the Partners agree as follows:

1. Sections 5.1.1 through 5.1.3 of the Partnership Agreement shall be deleted in its entirety and the following shall be inserted in the place of Section 5.1.1:

Partner's Name	General Partnership Interest	Limited Partnership Interest	Partnership Interest
Jill Ellen Rice	2%	22.05%	24.05%
Thomas Rice Jr.		9.80%	9.80%
Sallie Rice		22.05%	22.05%
Barbara Rice		22.05%	22.05%
Wayne Rice		22.05%	22.05%
Totals	2%	98%	100%

2. Except as provided herein, all provisions in the Partnership Agreement shall remain in full force and effect.

3. This Amendment may be executed in one or more counterparts and all such counterparts shall together constitute the Amendment and shall together constitute the Amendment and shall be binding on the Partners notwithstanding that all of the Partners are not signatories to the original or the same counterpart. The parties also agree that, for purposes of the execution of this Amendment, facsimile and .PDF signatures shall constitute original signatures.

Remainder of Page Intentionally Blank – Signature Page Follows

IN WITNESS WHEREOF, the Partners have executed this First Amendment to Agreement of Limited Liability Limited Partnership on the Effective Date.


PARTNERS:

GENERAL PARTNER:

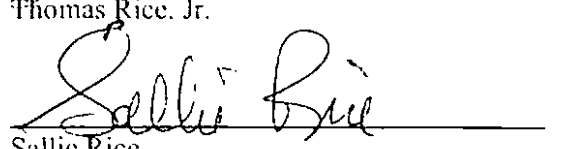
Jill Ellen Rice

LIMITED PARTNERS:

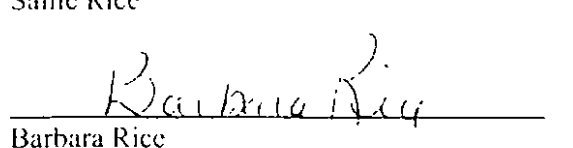
Jill Ellen Rice



Thomas Rice, Jr.



Sallie Rice



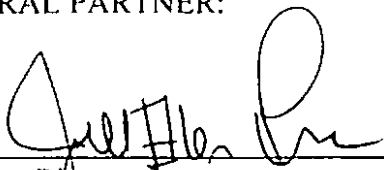
Barbara Rice

Wayne Rice

IN WITNESS WHEREOF, the Partners have executed this First Amendment to Agreement of Limited Liability Limited Partnership on the Effective Date.

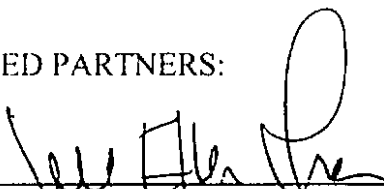
PARTNERS:

GENERAL PARTNER:



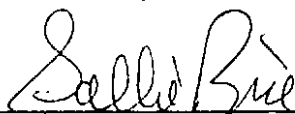
Jill Ellen Rice

LIMITED PARTNERS:

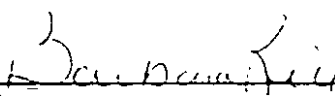


Jill Ellen Rice

Thomas Rice, Jr.



Sallie Rice



Barbara Rice

Wayne Rice

IN WITNESS WHEREOF, the Partners have executed this First Amendment to Agreement of Limited Liability Limited Partnership on the Effective Date.

PARTNERS:

GENERAL PARTNER:

Jill Ellen Rice

LIMITED PARTNERS:

Jill Ellen Rice

Thomas Rice, Jr.

Sallie Rice
Sallie Rice

Barbara Rice
Barbara Rice

Wayne Rice
Wayne Rice

WRITTEN CONSENT IN LIEU OF A MEETING
of the
GENERAL and LIMITED PARTNERS
of
TER PARTNERS, LLLP

Pursuant to the Florida Revised Uniform Limited Partnership Act of 2005, the General Partner and the Limited Partners of TER Partners, LLLP, a Florida limited liability limited partnership (the "**Partnership**"), hereby adopts the following resolutions and consents to the taking of the following actions as of the 17th day of March, 2020 (the "**Effective Date**");

WHEREAS, the Partnership owns real property located at 5305 Asbury Avenue, Ocean City, New Jersey 08226 (the "**Property**");

WHEREAS, the General Partner believes that it is in the Partnership's best interest to place the Property on the real estate market for an amount equal to at least \$1,250,000.00 (the "**Purchase Price**"); and

WHEREAS, the General and Limited Partners acknowledge that Barbara Rice and Sallie Rice have made loans to the Partnership, in order to enable the Partnership to pay expenses related to the Property, in the amounts set forth on **Exhibit A** (the "**Loans**") and the Partners acknowledge and agree that the Loans shall be paid off upon receipt of the Purchase Price by the Partnership.

NOW, THEREFORE, BE IT RESOLVED, that the Partnership is hereby authorized to place the Property on the real estate market and to sell the Property once the Partnership has found a prospective buyer to purchase the Property at the Purchase Price.

FURTHER RESOLVED, that Barbara Rice in her capacity as Manager of the Partnership, be and is hereby authorized and directed to execute a Real Estate Purchase Agreement, or similarly named document, and any and all other documents, agreements, and instruments necessary and advisable to carry out the terms contemplated herein and to deliver such documents, as required, and to take any and all actions necessary or desirable in order to implement these resolutions.

FURTHER RESOLVED, that Barbara Rice, as the Manager of the Partnership shall be authorize and directed to cause the Partnership to repay the Loans as soon as possible, after receipt of the Purchase Price.

FURTHER RESOLVED, that the Manager or the General Partner of the Partnership, be, and each of them hereby is, authorized, empowered and directed to take such further actions and to execute and deliver all such further instruments and documents in the name of and on behalf of the Partnership, as shall in her judgment be necessary or appropriate to carry out the purposes of the foregoing resolutions.

FURTHER RESOLVED, that any actions taken by the Manager or the General Partner of the Partnership in furtherance of the actions authorized by the foregoing resolutions before the adoption of the foregoing resolutions are approved and shall be deemed to have been taken for and on behalf of the Partnership with the same force and effect as if such action had been taken subsequent to the adoption of the foregoing resolutions.

FURTHER RESOLVED, that all persons may rely on this Written Consent in Lieu of a Meeting of the General and Limited Partners of the Corporation until and unless notified of any modifications hereto or revocation hereof.

FURTHER RESOLVED, that this Consent may be executed in one or more counterparts (including facsimile, .PDF, and electronic signatures), each of which will be deemed to be an original copy of this Consent and all of which, when taken together, will be deemed to constitute one and the same Consent.

Remainder of Page Intentionally Blank – Signature Page Follows

IN WITNESS WHEREOF, this Consent has been executed as of the Effective Date.

GENERAL PARTNER:

Jill Ellen Rice

LIMITED PARTNERS:

Jill Ellen Rice

Thomas Rice, Jr.


Sallie Rice

Barbara Rice

Wayne Rice

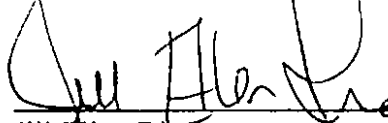
IN WITNESS WHEREOF, this Consent has been executed as of the Effective Date.

GENERAL PARTNER:



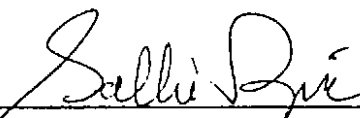
Jill Ellen Rice

LIMITED PARTNERS:

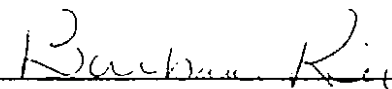


Jill Ellen Rice

Thomas Rice, Jr.



Sallie Rice



Barbara Rice

Wayne Rice

IN WITNESS WHEREOF, this Consent has been executed as of the Effective Date.

GENERAL PARTNER:

Jill Ellen Rice

LIMITED PARTNERS:

Jill Ellen Rice

Thomas Rice, Jr.

Sallie Rice
Sallie Rice

Barbara Rice
Barbara Rice

Wayne Rice
Wayne Rice

Exhibit A

Year	Income	Expenses - Barbara	Expenses - Sallie
2014	\$ 11,884.00	\$ 13,749.62	\$ 200.00
2015	\$ 11,600.00	\$ 13,776.27	\$ -
2016	\$ 12,910.00	\$ 13,259.68	\$ 175.00
2017	\$ 12,300.00	\$ 14,866.87	\$ 804.26
2018	\$ 15,400.00	\$ 17,580.66	\$ 1,747.39
2019	\$ 13,500.00	\$ 15,572.64	\$ 2,451.56
2020	\$ -	\$ 3,292.89	\$ 186.36
	\$ 77,594.00	\$ 92,098.63	\$ 5,564.57

Expense Reimbursement as of 3/17/20*	\$ 14,504.63	\$ 5,564.57
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*expenses incurred by Sallie and Barbara after 3/17/20 will be added to reimburseable expenses until sale of the house.