

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is entered into by and between Raydient LLC, Rayonier Inc. (collectively "Rayonier"), and Nassau County, Florida ("the County"). Rayonier and the County are each a "Party" and shall collectively be referred to as the "Parties."

RECITALS

WHEREAS, Rayonier filed an action against the County and Michael Mullin ("Mullin"), asserting claims for injunctive relief relating to Mullin's prior representation of Rayonier and his subsequent service as County Manager and County Attorney, which remains pending as Case No. 2019-CA-000051 in the Circuit Court of the Fourth Judicial Circuit in and for Nassau County, Florida (the "Mullin Conflict Lawsuit"), the subjects of which include allegations regarding public records violations discussed in that certain Closing Memorandum dated March 15, 2022 by the Office of the State Attorney, Fourth Judicial Circuit.

WHEREAS, as of the Effective Date of this Settlement Agreement, Mullin is not employed by the County, as County Attorney, County Manager, or otherwise.

WHEREAS, the County acknowledges Mullin previously represented Rayonier with respect to the East Nassau Community Planning Area ("ENCPA") and East Nassau Stewardship District ("District") (collectively, "Mullin's Rayonier Representation"). Rayonier alleges that, as a result of that representation, Mullin possesses confidential and trade secret information about Rayonier. Rayonier also asserts that pursuant to the Rules of Professional Responsibility, any future employment of Mullin, in any capacity, by the County adverse to Rayonier with respect to the ENCPA and/or the District would be a conflict and would be presumed to result in the disclosure of confidential information as a matter of law.

WHEREAS, the Parties wish to settle the Mullin Conflict Lawsuit and all actual or potential claims within or relating to the same, subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements made herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Mullin Conflict Lawsuit. The County does not employ Mullin at present, and the County will not employ or otherwise accept or use the services of Mullin in any capacity whether paid or unpaid, as of the Effective Date of this Settlement Agreement, or at any time thereafter, including but not limited to as attorney, consultant, employee, volunteer or otherwise, on any issue, matter, law, legislation, policy, project, idea or decision that is adverse to Rayonier, their subsidiaries or affiliates, as they relate to, pertain to, involve or affect the ENCPA or the District. The prohibition described in the preceding sentence shall not preclude either the County or Rayonier from calling Mullin as a fact witness in other litigation, nor is it intended to limit Mullin's employment by any third party, provided Mullin does not divulge privileged or confidential communications and information about Rayonier, the ENCPA or the District to the County or any

other person. Within three days of the Effective Date of this agreement, Rayonier and the County agree to jointly move for entry of a Stipulated Final Judgment in the Mullin Conflict Lawsuit (the “County Final Judgment”), a copy of which is attached hereto as **Exhibit A** and incorporated herein, and following acceptance and entry by the presiding court, the Parties agree to observe all terms therein, as if they were part and parcel of this Settlement Agreement.

2. Injunctive Relief. The Parties agree that Rayonier may enforce the terms of Paragraph 1 above by emergency application for an expedited, post-judgment injunction. The County waives any and all rights to an evidentiary hearing or requirement of a bond in connection with the emergency application and any hearings on the application. The County agrees to the immediate entry of injunctive relief upon Rayonier’s assertion of a violation of Paragraph 1 above through a verified emergency application.

3. Release by Rayonier. Rayonier, together with their subsidiaries, affiliates, parents, predecessors, successors, assigns, agents, principals, directors, officers, partners, employees, representatives, attorneys, insurers, and any and all other persons or entities who have at any time acted or purported to act on their behalf (collectively, the “Rayonier Releasing Parties”), absolutely and forever, release and discharge the County from any and all actions, debts, claims, counterclaims, defenses, demands, liabilities, damages, causes of action, costs, expenses, and compensation of every kind and nature whatsoever, in law or in equity, known or unknown, suspected or unsuspected, reasonably discoverable or not, present, fixed, or contingent, which the Rayonier Releasing Parties may have or ever had, or may have or claim to have in the future, from the beginning of time, against the County, including, without limitation, any and all actions, debts, claims, counterclaims, defenses, demands, liabilities, damages, causes of action, costs, expenses, and compensation arising from or relating to the Mullin Conflict Lawsuit.

4. Release by the County. The County, together with its subsidiaries, affiliates, parents, predecessors, successors, assigns, agents, principals, directors, officers, elected officials, partners, employees, representatives, attorneys, insurers, and any and all other persons or entities who have at any time acted or purported to act on their behalf (collectively, the “County Releasing Parties”), absolutely and forever, release and discharge Rayonier from any and all actions, debts, claims, counterclaims, defenses, demands, liabilities, damages, causes of action, costs, expenses, and compensation of every kind and nature whatsoever, in law or in equity, known or unknown, suspected or unsuspected, reasonably discoverable or not, present, fixed, or contingent, which the County Releasing Parties may have or ever had, or may have or claim to have in the future, from the beginning of time, against Rayonier, including, without limitation, any and all actions, debts, claims, counterclaims, defenses, demands, liabilities, damages, causes of action, costs, expenses, and compensation arising from or relating to the Mullin Conflict Lawsuit.

5. For the avoidance of doubt, neither Rayonier nor the County release any claims or defenses that were brought or that could have been brought in other currently pending litigation between Rayonier and the County, including but not limited to the cases styled *Raydient LLC d/b/a Raydient Places + Properties LLC, et al. v. Nassau County, Florida* (Case No. 2018-CA-000467) and *Raydient LLC d/b/a Raydient Places + Properties LLC, et al. v. Nassau County, Florida* (Case No. 2019-CA-000054), both of which cases were brought in the Circuit Court for the Fourth Judicial Circuit, In and For Nassau County, Florida.

6. Mullin Mutual Release. Rayonier agrees that within 1 business day of Rayonier's receipt of a fully executed Settlement Agreement, it shall offer Mullin the Mutual Release attached hereto as **Exhibit B**, which will be signed by Rayonier before presentment to Mullin. Upon Mullin's execution of the Mutual Release, Rayonier shall move for an entry of a Stipulated Final Judgment (the "Mullin Final Judgment"), a copy of which is attached to the Mutual Release. In the event, the Mullin Final Judgment has not been filed within 5 business days after presentment of the Mutual Release to Mullin, Rayonier shall dismiss its claims against Mullin without prejudice on the following business day.

7. Binding Effect. The Parties hereby represent and warrant to the other that each such party is fully authorized to execute this Settlement Agreement on behalf of the party for which it signs. The Parties agree that this Settlement Agreement shall be binding upon the Parties and their heirs, executors, administrators, successors, beneficiaries, and assigns.

8. Severability. The invalidity or unenforceability of any particular provision of this Settlement Agreement shall not affect the other provisions hereof, and this Settlement Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

9. Merger. All negotiations relating to this Settlement Agreement are merged herein. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, among the Parties as to such matters other than as set forth herein. No waiver, change or modification of this Settlement Agreement shall be valid unless the same is in writing and is signed by the Party to be bound thereby.

10. Applicable Law and Enforcement. This Settlement Agreement shall be governed by and construed according to the laws of the State of Florida. The Parties agree to jointly move the presiding court to retain jurisdiction in the referenced case to enforce the terms of this Settlement Agreement and that a copy of this Settlement Agreement may be admitted into evidence for enforcement purposes in the event of the submission of an enforcement motion or pleading.

11. Attorneys' Fees. The Parties agree to bear their respective attorneys' fees and litigation costs in connection with the Mullin Conflict Lawsuit and shall not seek reimbursement of any such fees or costs from another Party. If any of the Parties seek further court action to enforce the terms of this Settlement Agreement, including the County Final Judgment, then the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees and costs in connection therewith.

12. Counterparts. This Settlement Agreement may be executed in a number of counterparts and by facsimile, each of which shall constitute an original, and all of which together shall constitute one and the same document.

13. Construction. The Parties acknowledge that this is a negotiated agreement, and that in no event shall the terms of this Settlement Agreement be construed against any party on the basis that such party, or its counsel, drafted this Settlement Agreement.

14. Advice of Counsel. The Parties acknowledge that they have had the opportunity to consult with a lawyer regarding any questions or concerns that they may have with regard to this

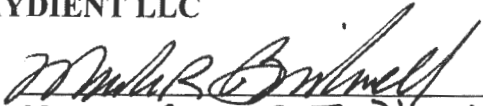
Settlement Agreement. The Parties represent that they have either done so, or knowingly declined to do so.

15. Authority. The persons executing this Settlement Agreement hereby certify that they have authority to do so and have not assigned their interest in the claims brought in the Mullin Conflict Lawsuit to any other Party.

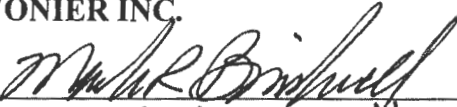
IN WITNESS WHEREOF, the Parties agree to be bound by the terms of this Settlement Agreement, and in order to signify such agreement, have executed this Settlement as of the last date appearing below (the "Effective Date").

[SIGNATURE PAGES FOLLOW]


RAYDIENT LLC

By: 
Print Name: Mark R. Bridwell
Its: Vice President
Date: 1/17/23

RAYONIER INC.

By: 
Print Name: Mark R. Bridwell
Its: Vice President
Date: 1/17/23

NASSAU COUNTY, FLORIDA

By: 
Print Name: Klynt A. Farmer
Its: Chair
Date: January 18, 2023