SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

Current Report Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934

Date of Report April 2, 2020 (Date of Earliest Event Reported March 29, 2020)

Pope Resources, A Delaware Limited Partnership

(Exact name of registrant as specified in its charter)

Delaware	001-09035	91-1313292
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification No.)

19950 Seventh Avenue NE, Suite 200, Poulsbo, Washington 98370
(Address of principal executive offices) (ZIP Code)

Registrant's telephone number, including area code (360) 697-6626

NOT APPLICABLE
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (See General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
x Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Depositary Receipts (Units)	POPE	NASDAQ Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

☐ Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

INFORMATION TO BE INCLUDED IN THE REPORT

Item 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

Amendment to Merger Agreement

On April 1, 2020, Pope Resources, A Delaware Limited Partnership (the "Partnership"), entered into Amendment No. 1 ("Amendment No. 1") to the Agreement and Plan of Merger, dated as of January 14, 2020 (as amended by the Amendment No. 1, the "Merger Agreement"), with Rayonier, Inc., a North Carolina corporation ("Rayonier"), with Rayonier, L.P., a Delaware limited partnership ("Opco"), Rayonier Operating Company LLC, a Delaware limited liability company ("ROC"), Rayonier Operating Holdings LLC, a Delaware limited liability company, Pacific GP Merger Sub I, LLC, a Delaware limited liability company, Pacific GP Merger Sub II, LLC, a Delaware limited liability company, Pacific LP Merger Sub III, LLC, a Delaware limited liability company ("Merger Sub 3"), the Partnership, Pope EGP, Inc., a Delaware corporation and equity general partner of the Partnership, and Pope MGP, Inc. ("MGP"), a Delaware corporation and the managing general partner of the Partnership. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Merger Agreement.

As described in the Current Report on Form 8-K filed by the Partnership with the U.S. Securities and Exchange Commission (the "SEC") on January 15, 2020, pursuant to the Merger Agreement, each unit representing limited partnership interests of the Partnership (the "Partnership Units") outstanding immediately prior to the effective time of the merger of Merger Sub 3 and the Partnership (the "Merger"), will be converted into, at the option of its holder, and subject to the proration described in the Merger Agreement:

- 3.929 shares of Rayonier common stock ("Rayonier Shares") (the "Stock Election Consideration"), no par value;
- 3.929 units representing limited partnership interests of Opco ("Opco Units") ("Opco Election Consideration"); and
- $125.00 in cash (the "Cash Election Consideration")

Each of the Stock Election Consideration, Opco Election Consideration and the Cash Election Consideration are subject to proration to ensure that the aggregate amount of Rayonier Shares and Opco Units, on the one hand, and cash, on the other hand, that will be issued in the merger will equal the amounts issued as if every Partnership Unit converted into merger consideration received 2.751 Rayonier Shares or Opco Units and $37.50 in cash.

Amendment No. 1 provides that Partnership unitholders that elect the Cash Election Consideration may designate whether, in the event that the Cash Election Consideration is oversubscribed, each Partnership Unit for which they have made a cash election is prorated into (a) Rayonier Shares and cash or (b) Opco Units and cash. Partnership unitholders may make a different proration election for each Partnership Unit for which they make a cash election.

Amendment No. 1 also reflects that Opco would be Rayonier's operating company after the Merger and successor-in-interest to ROC.

Other than as expressly modified by Amendment No. 1, the Merger Agreement, which was filed as Exhibit 1.1 to the Partnership's Definitive Additional Proxy Soliciting Material filed by the Partnership under cover of Current Report on Form 8-K filed on January 15, 2020, remains in full force and effect.

The foregoing description of Amendment No. 1 does not purport to be complete and is qualified in its entirety by reference to the full text of Amendment No. 1, which is filed as Exhibit 2.1 hereto and is incorporated herein by reference.

Amendment to Partnership Agreement

The information set forth in Item 5.03 is incorporated herein by reference.

Item 5.03 AMENDMENTS TO ARTICLES OF INCORPORATION OR BYLAWS; CHANGE IN FISCAL YEAR

On March 29, 2020, MGP adopted an Amendment to the Second Amended and Restated Agreement of Limited Partnership in the form attached hereto as Exhibit 3.1 (the "Partnership Agreement Amendment"). The Partnership Agreement Amendment is incorporated herein by reference. The Partnership Agreement Amendment is intended to allow Partners and, at

the sole discretion of MGP, Assignees, to be able to attend meetings of the Partnership by telephone, video conference or other form of remote communication by means of which all persons participating in the meeting can hear and be heard. The Partnership Agreement Amendment does not materially affect the rights of the Partnership's unitholders. This summary of the Partnership Agreement Amendment is not complete and is qualified in its entirety by reference to the text of the Partnership Agreement Amendment, attached hereto and incorporated by reference herein. A copy of the Partnership Agreement Amendment is also posted on the Partnership's website at www.poperesources.com under the heading Investor Relations. The contents of that website are not incorporated into this Current Report on Form 8-K or into our other filings with the Securities and Exchange Commission.

Item 9.01 FINANCIAL STATEMENTS AND EXHIBITS

Exhibit No.	Description
2.1	Amendment No. 1 to the Agreement and Plan of Merger, dated as of April 1, 2020, by and among Rayonier, Inc., Rayonier, L.P., Rayonier Operating Company LLC, Pacific GP Merger Sub I, LLC, Pacific GP Merger Sub II, LLC, Pacific LP Merger Sub III, LLC, Pope Resources, a Delaware limited partnership, Pope MGP, Inc. and Pope EGP, Inc.
3.1	Form of Amendment to Second Amended and Restated Agreement of Limited Partnership dated as of March 29, 2020, among the Partnership, Pope MGP, Inc., a Delaware corporation and the managing general partner of the Partnership, and Pope EGP, Inc., a Delaware corporation and the equity general partner of the Partnership.

Additional Information and Where to Find It

In connection with the proposed transaction, Rayonier and its indirect wholly owned subsidiary, Rayonier, L.P., has filed with the SEC a registration statement on Form S-4 to register the shares of Rayonier common stock and units representing partnership interests in Rayonier, L.P. to be issued in connection with the Merger. The registration statement included a preliminary proxy statement/prospectus that is subject to completion and change. After the registration statement is declared effective, a definitive proxy statement/prospectus will be filed and thereafter will be sent or given to holders of Pope units. INVESTORS AND SECURITY HOLDERS ARE URGED TO READ THE REGISTRATION STATEMENT ON FORM S-4 AND THE RELATED PROXY STATEMENT/PROSPECTUS, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS TO THOSE DOCUMENTS AND ANY OTHER RELEVANT DOCUMENTS TO BE FILED WITH THE SEC IN CONNECTION WITH THE PROPOSED MERGER, WHEN THEY BECOME AVAILABLE, BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT RAYONIER, THE PARTNERSHIP AND THE PROPOSED TRANSACTION.

Investors and security holders may obtain copies of these documents free of charge through the website maintained by the SEC at www.sec.gov or from the Partnership at its website, www.poperesources.com under the heading Investor Relations, or, alternatively, by directing a request by telephone or mail to the Partnership at 19950 Seventh Avenue NE, Suite 200, Poulsbo, WA 98370.

Participants in the Solicitation

This communication is not a solicitation of a proxy from any security holder of the Partnership. However, the Partnership, Rayonier and certain of their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from the Partnership's unitholders in connection with the proposed transaction. Information about the Partnership's directors and executive officers and their beneficial ownership of the Partnership's securities may be found in its Annual Report on Form 10-K for the period ended December 31, 2019, filed with the SEC on February 28, 2020. This document and other documents relating to the Partnership and the proposed merger can be obtained free of charge from the SEC website at www.sec.gov, or on the Partnership's website at www.poperesources.com under the "Investor Relations" tab. Information provided on the Partnership's website is not incorporated into this report or any other filing by the Partnership with the SEC.

No Offer or Solicitation

This document shall not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the U.S. Securities Act of 1933, as amended.

Cautionary Note Regarding Forward-Looking Statements

The proposed merger and the related transactions are subject to various risks and uncertainties. These risks and uncertainties include, among others: (i) the ability of the parties to successfully complete the proposed acquisition on anticipated terms and timing, including obtaining required unitholder and regulatory approvals, anticipated tax treatment, unforeseen liabilities, future capital expenditures, revenues, expenses, earnings, synergies, economic performance, indebtedness, financial condition, losses, future prospects, business and management strategies for the management, expansion and growth of the new combined company's operations and other conditions to the completion of the acquisition; (ii) risks relating to the integration of the Partnership's operations and employees into Rayonier and the possibility that the anticipated synergies and other benefits of the proposed acquisition will not be realized or will not be realized within the expected timeframe; (iii) the outcome of any legal proceedings related to the proposed mergers; (iv) access to available financing, including for the refinancing of the Partnership's and Rayonier's debt on a timely basis and reasonable terms; (v) the loss of key senior management or other associates; (vi) the cyclical and competitive nature of the industries in which the parties operate; (vii) fluctuations in demand for, or supply of, Rayonier's, Opco's and the Partnership's forest products and real estate offerings; (viii) entry of new competitors into Rayonier's, Opco's and the Partnership's markets; changes in global economic conditions and world events; fluctuations in demand for Rayonier's, Opco's and the Partnership's products in Asia, and especially China; (ix) various lawsuits relating to matters arising out of Rayonier's previously announced internal review and restatement of Rayonier's consolidated financial statements; (x) the uncertainties of potential impacts of climate-related initiatives; (xi) the cost and availability of third party logging and trucking services; (xii) the geographic concentration of a significant portion of the combined company's timberland; (xiii) the ability to identify, finance and complete timberland acquisitions; (xiv) changes in environmental laws and regulations regarding timber harvesting, delineation of wetlands, and endangered species, that may restrict or adversely impact the ability to conduct business, or increase the cost of doing so; (xv) adverse weather conditions, natural disasters and other catastrophic events such as hurricanes, wind storms and wildfires, which can adversely affect timberlands and the production, distribution and availability of products; (xvi) interest rate and currency movements; (xvii) Rayonier's, Rayonier Operating Partnership's or the Partnership's capacity to incur additional debt; (xviii) changes in tariffs, taxes or treaties relating to the import and export of timber products or those of the products of competitors; (xix) changes in key management and personnel; (xx) the ability to meet all necessary legal requirements for Rayonier to continue to qualify as a real estate investment trust and changes in tax laws that could adversely affect beneficial tax treatment; (xxi) the cyclical nature of the real estate business generally; (xxii) a delayed or weak recovery in the housing market; (xxiii) the lengthy, uncertain and costly process associated with the ownership, entitlement and development of real estate, especially in Florida, which also may be affected by changes in law, policy and political factors beyond Rayonier's, Rayonier Operating Partnership's and the Partnership's control; (xxiv) unexpected delays in the entry into or closing of real estate transactions; (xxv) changes in environmental laws and regulations that may restrict or adversely impact the ability to sell or develop properties; (xxvi) the timing of construction and availability of public infrastructure; (xxvii) and the availability of financing for real estate development and mortgage loans; (xxviii) the effect of the COVID-19 pandemic and related economic consequences, including the potential effects of such events on the market for timber products and general economic and political conditions (including debt and equity capital markets); (xxix) the potential impact of the announcement of the proposed transaction or consummation of the proposed transaction on relationships, including with employees and customers; (xxx) the unfavorable outcome of any legal proceedings that have been or may be instituted against Rayonier, Rayonier, L.P., the Partnership, or their respective affiliates; (xxxi) the amount of the costs, fees, expenses and charges related to the proposed transaction and the actual terms of the financings that may be obtained in connection with the proposed transaction; and (xxxii) the risk that the stock price of Rayonier shares may change prior to the merger effective time. Readers should also review the risks generally applicable to the Partnership's business,

included in the section entitled “Risk Factors” in the Partnership’s Annual Report on Form 10-K for the period ended December 31, 2019, filed with the SEC on February 28, 2020.

The forward-looking statements contained in this communication speak only as of the date hereof. Although the expectations in the forward-looking statements are based on the current beliefs and expectations of the Partnership and its general partners, readers should use caution not to place undue reliance on any such forward-looking statements because such statements speak only as of the date hereof. Except as required by federal and state securities laws, the Partnership undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or any other reason. All forward-looking statements attributable to the Partnership or any person acting on its behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this communication and in the Partnership’s future periodic reports and other documents filed with the SEC. In light of these risks, uncertainties and assumptions, the forward- looking events discussed in this communication, including without limitation the merger and the related transactions, may not occur.

SIGNATURES

Pursuant to the requirements of Section 13 of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

POPE RESOURCES, A DELAWARE LIMITED PARTNERSHIP

DATE: April 2, 2020

BY: /s/ Daemon P. Repp

Daemon P. Repp

Vice President and Chief Financial Officer, Pope Resources, A Delaware Limited Partnership, and Pope MGP, Inc., General Partner
(Principal Financial Officer)

AMENDMENT NO. 1
TO THE
AGREEMENT AND PLAN OF MERGER

This AMENDMENT NO. 1, dated as of April 1, 2020 (this "Amendment No. 1"), to the Agreement and Plan of Merger, dated as of January 14, 2020 (the "Merger Agreement"), is by and among Rayonier Inc., a North Carolina corporation ("Parent"), Rayonier Operating Company LLC, a Delaware limited liability company and a wholly owned subsidiary of Parent ("Parent Opco"), Rayonier, L.P., a Delaware limited partnership whose general partner is Parent and whose limited partner is New Parent Opco Holdings ("New Parent Opco"), Rayonier Operating Company Holdings LLC, a Delaware limited liability company and a wholly owned subsidiary of Parent ("New Parent Opco Holdings"), Pacific GP Merger Sub I, LLC, a Delaware limited liability company and wholly owned subsidiary of Parent ("Merger Sub 1"), Pacific GP Merger Sub II, LLC, a Delaware limited liability company and a wholly owned subsidiary of Parent ("Merger Sub 2"), Pacific LP Merger Sub III, LLC, a Delaware limited liability company and wholly owned subsidiary of Parent Opco ("Merger Sub 3"), Pope Resources, a Delaware limited partnership (the "Partnership"), Pope MGP, Inc., a Delaware corporation and the managing limited partner of the Partnership ("MGP"), and Pope EGP, Inc., a Delaware corporation and the equity general partner of the Partnership ("EGP"). This Amendment No. 1 shall be effective as of the date set forth above.

WITNESSETH:

WHEREAS, Section 10.2 of the Merger Agreement provides that the Merger Agreement may be amended or supplemented by written agreement of the Parties; and

WHEREAS, the Parties desire to amend the Merger Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I.

DEFINITIONS

Section 1.2 Definitions. Unless otherwise specifically defined herein, each term used herein shall have the meaning assigned to such term in the Merger Agreement.

ARTICLE II.

AMENDMENTS TO MERGER AGREEMENT

Section 2.1 Addition of New Parent Opco as a Party.

(a) The Preamble of the Merger Agreement is hereby amended to add immediately after the phrase "Rayonier Operating Company LLC, a Delaware limited liability company and wholly owned subsidiary of Parent ("Parent Opco")," the following:

> "Rayonier, L.P., a Delaware limited partnership whose general partner is Parent and whose limited partner is New Parent Opco Holdings ("New Parent Opco"), Rayonier Operating Company Holdings LLC, a Delaware limited liability company and a wholly owned subsidiary of Parent ("New Parent Opco Holdings"),"

Accordingly, as a result of this Amendment No. 1, New Parent Opco and New Parent Opco Holdings will each become a party to the Merger Agreement.

(b) The recitals to the Merger Agreement are hereby amended to include the following new recital immediately after the eighth recital:

> "WHEREAS, Parent as the sole general partner of New Parent Opco and sole member and manager of New Parent Opco Holdings has (a) determined that the execution, delivery and performance of this Agreement (as amended by Amendment No. 1) by New Parent Opco and New Parent Opco Holdings and the consummation by New Parent Opco and New Parent Opco Holdings of the Transactions are advisable to and in the best interests of New Parent Opco and New Parent Opco Holdings and their respective equity holders, and (b) authorized and

approved the execution, delivery and performance by New Parent Opco and New Parent Opco Holdings of this Agreement (as amended by Amendment No. 1) and the consummation by New Parent Opco and New Parent Opco Holdings of the Transactions;"

(c) The definitions of "Parent Entities" and "Party" in the Merger Agreement are hereby amended to include New Parent Opco and New Parent Opco Holdings.

(d) The following new definition for "Amendment No. 1" shall be added to Section 1.1 of the Merger Agreement following the definition for "Affiliated Partnership Unitholders":

"Amendment No. 1" means Amendment No. 1, dated as of April 1, 2020, to this Agreement by and among Parent, Parent Opco, New Parent Opco, New Parent Opco Holdings, Merger Sub 1, Merger Sub 2, Merger Sub 3, the Partnership, MGP and EGP."

Section 2.2 New Parent Opco Units as Consideration Instead of Parent Opco Units.

(a) The following new definition shall be added to Section 1.1 of the Merger Agreement:

""New Parent Opco Unit" means the units representing partnership interests in New Parent Opco having the rights and obligations specified in (a) prior to the LP Merger Effective Time, the limited partnership agreement, dated as of March 12, 2020, of New Parent Opco and (b) from and after the LP Merger Effective Time, the Amended New Parent Opco Limited Partnership Agreement, as further amended or restated in accordance with its terms."

(b) The definition of "Parent Opco Unit" in Section 1.1 of the Merger Agreement shall be amended and restated as follows:

""Parent Opco Unit" means the units representing membership interests in Parent Opco having the rights and obligations specified in the Limited Liability Company Agreement, dated as of June 3, 2010, of Parent Opco."

(c) Each reference to "Parent Opco Unit" in the Merger Agreement (other than the definition of "Parent Opco Unit" in Section 1.1 of the Merger Agreement and, for the avoidance of doubt, Section 2.3 of the Merger Agreement, as amended pursuant to this Amendment No. 1) shall be replaced with a reference to "New Parent Opco Unit."

Section 2.3 Change to Structure Steps.

(a) The following shall be added as a new Section 2.3 of the Merger Agreement:

"2.3 Transactions Prior to the Merger. Prior to the LP Merger Effective Time, Parent shall contribute 100% of the Parent Opco Units to New Parent Opco in exchange for a number of New Parent Opco Units equal to (a) the number of Parent Opco Units outstanding immediately prior to such contribution *less* (b) the number of New Parent Opco Units held by New Parent Opco Holdings immediately prior to such contribution. As a result of such contribution, Parent shall have contributed all or substantially all of its assets to New Parent Opco."

(b) Section 2.1(e)(iii) of the Merger Agreement shall be amended to (i) add "(or, immediately following the Post-Closing Mergers, New Parent Opco)" immediately after each reference to "the Surviving MGP Entity" and "the Surviving EGP Entity" and (ii) replace clause (w) in its entirety as follows:

"(w) Parent Opco shall be the sole limited partner of the Partnership and, together with New Parent Opco immediately following the Post-Closing Mergers, will hold, directly or indirectly, all partnership interests in the Partnership,"

(c) Section 2.1(e)(iv) of the Merger Agreement shall be amended and restated in its entirety as follows:

"New Parent Opco Limited Partnership Agreement. The limited partnership agreement of New Parent Opco shall be amended and restated in substantially the form attached hereto as Exhibit B (the "Amended New Parent Opco Limited Partnership Agreement") no later than the LP Merger Effective Time, effective as of the LP Merger Effective Time."

(d) The form of limited partnership agreement attached as Exhibit B to the Merger Agreement shall be amended as follows:

(i) Each reference to "Rayonier Operating Partnership LP" in such form of limited partnership agreement shall be amended to refer to "Rayonier, L.P."

(ii) The Recitals in such form of limited partnership agreement shall be amended and restated in its entirety as follows:

"WHEREAS, the General Partner and Rayonier Operating Company Holdings LLC, a wholly owned subsidiary of the General Partner (the "Initial Limited Partner"), entered into a Limited Partnership Agreement of Rayonier, L.P., dated as of March 12, 2020 (the "Existing Agreement");

WHEREAS, the General Partner, the Partnership, Pacific LP Merger Sub III, LLC, a Delaware limited liability company and an indirect wholly owned subsidiary of the Partnership ("Merger Sub 3"), Pope Resources, a Delaware limited partnership ("Pope Resources"), and certain of their respective Affiliates are parties to an Agreement and Plan of Merger, dated as of January 14, 2020, as amended by Amendment No. 1, dated as of April 1, 2020 (as it may be amended or supplemented, the "Merger Agreement");

WHEREAS, the Merger Agreement contemplates that (i) Merger Sub 3 would merge with and into Pope Resources, with Pope Resources surviving the merger (the "Merger"); and (ii) in the Merger, the Partnership will issue units representing limited partnership interests (the "Opco Units") to certain unitholders of Pope Resources, on the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, on [•], 2020, in connection with the Closing (as defined in the Merger Agreement) and as required by the Merger Agreement, the General Partner and the Initial Limited Partner desire to amend and restate the Existing Agreement in its entirety by entering into this Agreement (as hereinafter defined) to reflect, among other things, the issuance of the Opco Units to certain former unitholders of Pope Resources as contemplated by the Merger Agreement and the admission of such persons as Limited Partners; and

WHEREAS, for U.S. federal income tax purposes, from and after the Closing, the Partnership shall be treated as a continuation of the Pope Resources tax partnership consistent with the principles of Regulations Section 1.708-1(a)."

(b) Section 2.1(e)(v) of the Merger Agreement shall be amended and restated in its entirety as follows:

"New Parent Opco Tax Protection Agreement. The tax protection agreement in favor of certain specified holders of New Parent Opco Units, substantially in the form attached hereto as Exhibit C as amended by Amendment No. 1 (the "New Parent Opco Tax Protection Agreement"), shall become effective as of the LP Merger Effective Time."

(c) The form of tax protection agreement attached as Exhibit C to the Merger Agreement shall be amended as follows:

(i) Each reference to "[Red] Operating Partnership LP" in such form of tax protection agreement shall be amended to refer to "Rayonier, L.P."

(ii) The Recitals in such form of tax protection agreement shall be amended and restated in its entirety as follows:

"WHEREAS, the General Partner, the Partnership, Pacific LP Merger Sub III, LLC, a Delaware limited liability company and an indirect wholly owned subsidiary of the Partnership ("Merger Sub 3"), Pope Resources, a Delaware limited partnership ("Pope Resources"), and certain of their respective Affiliates are parties to an Agreement and Plan of Merger, dated as of January 14, 2020, as amended by Amendment No. 1, dated as of April 1, 2020 (as it may be amended or supplemented, the "Merger Agreement");

WHEREAS, the Merger Agreement contemplates that (i) Merger Sub 3 would merge with and into Pope Resources, with Pope Resources surviving the merger (the "LP Merger"); and (ii) in the LP Merger, the Partnership will issue units representing limited partnership interests (the "Opco Units") to certain unitholders of Pope Resources, on the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, it is intended that, for U.S. federal income tax purposes, from and after the Closing, (i) the Partnership shall be treated as a continuation of the Pope Resources tax partnership, consistent with the principles of Treasury Regulations Section 1.708-1(a), including with respect to the receipt of Opco Units by certain unitholders of Pope Resources, and (ii) the General Partner shall be treated as contributing on the Closing Date (as defined in the Merger Agreement) all of its assets (other than the interests in Pope Resources it acquired directly from certain unitholders of Pope Resources in the taxable exchange) and all of its liabilities to Pope Resources in a transaction described in Section 721 of the Code;

WHEREAS, immediately prior to Closing, Pope Resources is the direct or indirect owner of certain property particularly described on Exhibit A attached hereto (the "Property") that has unrealized built-in gain for U.S. federal income tax purposes;

WHEREAS, in consideration for entering into the Merger Agreement, the Parties desire to enter into this Agreement regarding certain tax matters as set forth herein; and

WHEREAS, the General Partner and the Partnership desire to evidence their agreement regarding amounts that may be payable to certain Protected Partners (as defined below) in the event of certain actions being taken by the Partnership regarding the disposition of the Property."

(d) Each reference to "Amended Parent Opco Limited Partnership Agreement" and "Parent Opco Tax Protection Agreement" in the Merger Agreement, including in the exhibit index therein, shall be replaced with "Amended New Parent Opco Limited Partnership Agreement" and "New Parent Opco Tax Protection Agreement," respectively.

(e) Section 3.1(d) of the Merger Agreement shall be amended and restated in its entirety as follows:

"(d) Post-Closing Mergers.

(i) Immediately after the Mergers, and as an integral part of the Transactions, the Surviving MGP Entity shall merge with and into New Parent Opco, with New Parent Opco surviving such merger, and the Surviving EGP Entity shall merge with and into New Parent Opco, with New Parent Opco surviving such merger (collectively, the "Post-Closing Mergers"). As a result of the Post-Closing Mergers, New Parent Opco shall directly hold 100% of the general partnership interest in the Surviving Partnership Entity, and shall indirectly hold (through Parent Opco) 100% of the limited partnership interest in the Surviving Partnership Entity. Following the Post-Closing Mergers, the books and records of the Surviving Partnership Entity will be revised to reflect that New Parent Opco holds 100% of the general partnership interests of the Surviving Partnership Entity. Furthermore, as a result of the Post-Closing Mergers, New Parent Opco shall assume the obligations of the Surviving MGP Entity and the Surviving EGP Entity under this Agreement, including the obligations under Section 7.10 of this Agreement."

(f) Section 7.20 of the Merger Agreement shall be amended to delete clause (i) in its entirety and relabel clauses (ii) and (iii) as clauses (i) and (ii), respectively.

Section 2.4 References to New Parent Opco.

(a) Each reference to "Parent Opco" shall be amended to refer to "New Parent Opco" for the following portions of the Merger Agreement: the last Recital of the Merger Agreement; Section 3.1(c)(iv); Section 3.4; Article VI (other than Sections 6.1(a), 6.5(i), the amended references in Section 6.5 contemplated by Section 2.6(c) of this Amendment No. 1 and the parenthetical statement in clause (ii) of Section 6.6); and Article VII; provided that the representations and warranties of New Parent Opco and New Parent Opco Holdings shall be made as of the date of this Amendment No. 1 and the covenants and obligations of New Parent Opco and New Parent Opco Holdings shall commence as of the date of this Amendment No. 1. Nothing in this Section 2.4 affects the inclusion of Parent Opco in the references to "Parties" and "Parent Entities" in the Merger Agreement.

(b) A reference to "New Parent Opco" shall be included in the first sentence of Section 3.1(c) of the Merger Agreement following the reference to "Parent".

(c) The second sentence of Section 6.1 of the Merger Agreement shall be amended and restated in its entirety as follows:

"Section 6.1(a) of the Parent Disclosure Letter sets forth a true and complete list of Parent's Subsidiaries (excluding New Parent Opco and New Parent Opco Holdings, each of which are direct or indirect wholly owned Subsidiaries of Parent);"

(d) The last two sentences of Section 6.1 of the Merger Agreement shall be amended and restated in their entirety as follows:

"Parent has made available to the Partnership true and complete copies of the governing documents of Parent, Parent Opco, and, as of April 1, 2020, New Parent Opco and New Parent Opco Holdings, in each case as amended to the date of this Agreement or, with respect to New Parent Opco and New Parent Opco Holdings, April 1, 2020. All such governing documents of Parent, Parent Opco, and, as of and after April 1, 2020, New Parent Opco and New Parent Opco Holdings are in full force and effect, and Parent, Parent Opco and, as of and after April 1, 2020, New Parent Opco and New Parent Opco Holdings, as applicable, is not in material violation of the terms thereof."

(e) The parenthetical statement in clause (ii) of Section 6.6 of the Merger Agreement shall be amended and restated to state "(including the Parent Charter, the limited partnership agreement of New Parent Opco, the limited liability company agreement of New Parent Opco Holdings and the limited liability company agreement of Parent Opco)."

(f) The parenthetical statement in the first sentence of Section 7.18(g) of the Merger Agreement shall be amended and restated to state "(including New Parent Opco and Parent Opco)."

(g) A reference to "New Parent Opco" shall be included following each reference to "Parent" in the introductory paragraph of Section 4.2 of the Merger Agreement (other than clause (iii) therein) and Sections 4.2(a), 4.2(e) and 4.2(g) of the Merger Agreement.

Section 2.5 Changes to Proration Procedures if Cash Election is Oversubscribed.

(a) Section 3.1(c)(i)(A) of the Merger Agreement shall be amended and restated in its entirety as follows:

"(A) *Cash Election Consideration.* For each Partnership Unit for which a Cash Election has been validly made and not revoked, but subject to the terms of Section 3.3 (collectively, the "Cash Election Units"), the right to receive $125.00 in cash; provided, however, that, if the Available Equity Amount exceeds the Aggregate Equity Election Amount, then, instead of being converted into the right to receive $125.00 in cash, then each Cash Election Unit shall be converted into the right to receive: (1) at the election of the holder as further described in Section 3.3(a), a number of newly issued shares of Parent Common Stock or a number of newly issued New Parent Opco Units equal to (x) the amount of the excess of the Available Equity Amount over the Aggregate Equity Election Amount, *divided by* (y) the number of Cash Election Units; and (2) an amount of cash equal to (x) the Available Cash Amount *divided by* (y) the number of Cash Election Units (the consideration described in this Section 3.1(c)(i)(A), the "Cash Election Consideration")."

(b) Section 3.3(a) of the Merger Agreement shall be amended and restated in its entirety as follows:

"(a) Elections. Each record holder of Partnership Units shall have the right to submit an Election Form prior to the Election Deadline (as defined herein) specifying (an "Election") the number of Partnership Units, if any, held by such person that such person desires to have converted into the right to receive (i) the Cash Election Consideration (a "Cash Election"), (ii) the Stock Election Consideration (a "Stock Election") or (iii) the Opco Election Consideration (an "Opco Election"). If a record holder shall have made a Cash Election with respect to any of its Partnership Units, such record holder shall also have the right to designate on such Election Form prior to the Election Deadline whether, in the event that the Available Equity Amount exceeds the Aggregate Equity Election Amount, each Cash Election Unit of such holder shall be converted into the right to receive (1) a combination of shares of Parent Common Stock and cash or (2) a combination of New Parent Opco Units and cash, in each case pursuant to the proviso of Section 3.1(c)(i)(A) of this Agreement (the "Proration Election").

Such a record holder may make a different Proration Election for each Cash Election Unit of such holder. If such a record holder shall not have made a valid Proration Election pursuant to the sentence immediately preceding the prior sentence and the Available Equity Amount exceeds the Aggregate Equity Election Amount, then each Cash Election Unit of such holder for which a valid Proration Election was not made shall be converted into the right to receive a combination of shares of Parent Common Stock and cash pursuant to the proviso of Section 3.1(c)(i)(A) of this Agreement. Holders of record of Partnership Units who hold such Partnership Units as nominees, trustees or in other representative capacities may submit a separate Election Form on or before the Election Deadline with respect to each beneficial owner for whom such nominee, trustee or representative holds such Partnership Units."

Section 2.6 Changes to Tax Matters.

(a) Clause (c) of the last Recital to the Merger Agreement shall be amended to replace "and certain of its liabilities to the Partnership" with "and all of its liabilities to the Partnership" immediately after "assets (other than the interests in the Partnership it acquired directly from holders of Partnership Units in the taxable exchange)".

(b) Clause (b)(iii) of Section 3.4(i) of the Merger Agreement shall be amended to replace "and certain of its liabilities to the Partnership" with "and all of its liabilities to the Partnership" immediately after "assets (other than the interests in the Partnership it acquired directly from holders of Partnership Units in the taxable exchange described in clause (ii) above)."

(c) Each reference to "Parent, Parent Opco" in Section 6.5 of the Merger Agreement shall be amended to "Parent, New Parent Opco, and Parent Opco."

(d) Section 4.2(h) and Section 6.5(i) of the Merger Agreement shall be amended to include New Parent Opco and New Parent Opco Holdings.

Section 2.7 Consents. Pursuant to Section 4.1 of the Merger Agreement, effective as of March 29, 2020, Parent hereby consents to the approval and adoption of, and entry into, the amendment to the Existing Partnership Agreement in the form attached hereto as Exhibit A.

ARTICLE III.

MISCELLANEOUS

Section 3.1 No Further Amendment. Except as expressly amended hereby, all of the terms, conditions, and provisions of the Merger Agreement shall remain in full force and effect. This Amendment shall not be deemed to be an amendment to any other term or condition of the Merger Agreement or any of the documents referred to therein. From and after the date of this Amendment No. 1, all references in the Merger Agreement to the "Agreement" shall mean the Merger Agreement as amended by this Amendment No. 1.

Section 3.2 Other. Sections 10.2, 10.3, 10.4, 10.8, 10.9 and 10.10 are incorporated herein by reference, *mutatis mutandis*.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed and delivered as of the date first above written.

RAYONIER INC.

By: _____

Name: _____

Title: _____

RAYONIER OPERATING COMPANY LLC

By: _____

Name: _____

Title: _____

RAYONIER OPERATING COMPANY HOLDINGS, LLC

By: Rayonier Inc., its sole member and manager

By: _____

Name: _____

Title: _____

RAYONIER, L.P.

By: Rayonier Inc., its general partner

By: _____

Name: _____

Title: _____

PACIFIC GP MERGER SUB I, LLC

By: _____

Name: _____

Title: _____

PACIFIC GP MERGER SUB II, LLC

By: _____

Name: _____

Title: _____

PACIFIC LP MERGER SUB III LLC

By: _____

Name: _____

Title: _____

POPE RESOURCES

By: Pope MGP, Inc.
its managing general partner

By: _____

Name: _____

Title: _____

POPE MGP, Inc.

By: _____

Name: _____

Title: _____

POPE EGP, inc.

By: _____

Name: _____

Title: _____

AMENDMENT TO
SECOND AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT OF
POPE RESOURCES,
A DELAWARE LIMITED PARTNERSHIP

Adopted by the Board of Directors of Pope MGP, Inc., on March 29, 2020, to be effective in accordance with Section 6.10 of the Second Amended and Restated Limited Partnership Agreement of Pope Resources, A Delaware Limited Partnership, dated as of February 20, 2019.

1. Section 6.1. Section 6.1 is hereby amended to read in its entirety as follows:

6.1 Meetings.

(a) Meetings of the Partners may be called by the Managing General Partner or by Limited Partners owning at least ten percent (10%) of the Units as to a matter on which Partners have the right to vote. Any Partner calling a meeting shall specify the number of Units as to which the Partner is exercising the right to call a meeting, and only those specified Units shall be counted for the purpose of determining whether the required ten percent (10%) standard of the preceding sentence has been met. Partners shall call a meeting by delivering the Managing General Partner one or more calls in writing stating that the signing Persons wish to call a meeting and indicating the general or specific purposes for which the meeting is to be called. Within twenty (20) days after receipt of such a call from Partners or within such a greater time as may be reasonably necessary for the Partnership to comply with any statutes, rules, regulations, listing agreements or similar requirements governing the holding of a meeting or the solicitation of proxies by the General Partners for use at such a meeting, the Managing General Partner shall send a notice of the meeting to the Partners, either directly or indirectly through the Depositary.

(b) A meeting shall be held at a time and place or by remote communication determined by the Managing General Partner on a date not less than ten (10) nor more than sixty (60) days after the mailing of notice of the meeting. Partners may vote either in person or by proxy at any meeting. Either of the General Partners may solicit proxies with respect to any matter proposed to be considered at a meeting of Partners. No matter shall be voted upon by Partners at any meeting of the Partners unless the requirements of Section 6.9 shall be satisfied as to such matter. Any Partner approval at a meeting, other than unanimous approval by those entitled to vote shall be valid only if the general nature of the proposal was stated in the notice of meeting or in any written waiver of notice.

(c) If authorized by the Managing General Partner in its sole discretion, and subject to such guidelines and procedures as the Managing General Partner may adopt, a meeting may be held at a place, by remote communication or both, and holders of Units and proxyholders not physically present at a meeting of Limited Partners may, by means of remote communication:

(i) participate in a meeting of Limited Partners; and

(ii) be deemed present in person and vote at a meeting of Limited Partners, whether such meeting is to be held at a designated place or by means of remote communication (or any combination thereof), provided that (A) the Partnership shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a Limited Partner or (subject to Section 6.1(d), below) Assignee, (B) the Partnership shall implement reasonable measures to provide such Limited Partners and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Limited Partners, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (C) if any Limited Partner or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Partnership; provided further that the Managing General Partner may in its sole discretion, by resolution or delegation of authority to officers, modify or limit any of the foregoing requirements and procedures as it may determine necessary or appropriate in the circumstances.

In connection with remote attendance at any meeting set forth in this Section 6.1(c), any Limited Partner or (subject to Section 6.1(d), below) Assignee shall be deemed to have been present in person at such meeting for all purposes related to this Agreement.

(d) Without limiting the applicability or effect of Section 5.6, the Managing General Partner may, in its sole discretion, permit Assignees to attend any meeting of the Limited Partners and to participate in the meeting, to the extent deemed appropriate by the Managing General Partner, in accordance with Section 6.1(c), above; provided, however, that a proxy given by an Assignee, or a vote cast by an Assignee, with respect to any matter to be considered by the Limited Partners shall be deemed an instruction to the Managing General Partner to vote such Units as so directed, in the capacity granted to the Managing General Partner as Limited Partner of record for all Units held by Assignees pursuant to Section 12.7.

2. Section 6.5. Section 6.5 is hereby amended to read in its entirety as follows:

6.5 Waiver of Notice; Consent to Meeting; Approval of Minutes. The transactions of any meeting of Partners, however called and noticed, and whenever held, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present in person, by remote communication in accordance with Section 6.1(c), or by proxy, and if, either before or after the meeting, each of the Persons entitled to vote not so present signs a written waiver of notice or a consent to the holding of the meeting or an approval of the minutes thereof. All waivers, consents, and approvals shall be filed with the Partnership records or made a part of the minutes of the meeting. Attendance of a Person at a meeting in person, by remote communication or by proxy shall constitute a waiver of notice of the meeting, except when the Person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened; and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the notice of the meeting but not so included, if the objection is expressly made at the meeting.

3. Section 6.6. Section 6.6 is hereby amended to read in its entirety as follows:

6.6 Quorum. A Majority Interest represented in person, by remote communication pursuant to Section 6.1(c), or by proxy shall constitute a quorum at a meeting of Partners. The Partners present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough Partners to leave less than a quorum, if any action taken (other than adjournment) is approved by the requisite percentage of interests of Partners specified in this Agreement. In the absence of a quorum, any meeting of Partners may be adjourned from time to time by the vote of a majority of the Units represented in person, by remote communication, or by proxy, but no other business may be transacted, except as provided in Section 6.1.

4. Section 6.7. The first sentence of Section 6.7 is hereby amended to read in its entirety as follows:

The Managing General Partner shall have full power and authority concerning the manner of conducting any meeting of Partners, including, without limitation, the determination of Person entitled to vote at the meeting, the existence of a quorum, the satisfaction of the requirements of Section 6.9, the conduct of voting, the availability and method or methods of remote communication if authorized pursuant to Section 6.1(c), the validity and effect of any proxies, and the determination of any controversies, votes, or challenges arising in connection with or during the meeting.

[*Signature Page Follows*]

Signature Page to Amendment to Limited Partnership Agreement

This Amendment to the Second Amended and Restated Limited Partnership Agreement is effective as of March 29, 2020, the date on which the Board of Directors of Pope MGP, Inc. approved the amendment pursuant to Section 6.10. It is executed by the Partnership and its General Partners on behalf of all of the Partners.

MANAGING GENERAL PARTNER: POPE MGP, INC.

By:
Thomas M. Ringo
President/CEO

EQUITY GENERAL PARTNER: POPE EGP, INC.

By:
Thomas M. Ringo
President

POPE RESOURCES, A DELAWARE LIMITED PARTNERSHIP (on behalf of the Partnership and all of the Limited Partners)

By:
Thomas M. Ringo
President/CEO