UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-Q

(Mark One)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 26, 2022

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission File Number 001-36285

RAYONIER ADVANCED MATERIALS INC.
Incorporated in the State of Delaware
I.R.S. Employer Identification No. 46-4559529
1301 RIVERPLACE BOULEVARD, SUITE 2300
JACKSONVILLE, FL 32207
(Principal Executive Office)
Telephone Number: (904) 357-4600

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.01 par value	RYAM	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.
Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).
Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐ Accelerated filer ☒

Non-accelerated filer ☐ Smaller reporting company ☐

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. ☐
Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒
The registrant had 63,849,147 shares of common stock, $.01 par value per share, outstanding as of April 29, 2022.

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Part I. Financial Information

Item 1. Financial Statements

Rayonier Advanced Materials Inc.
Consolidated Statements of Income (Loss)
(Unaudited)

(Dollars in thousands, except per share amounts)

	Three Months Ended	
	March 26, 2022	March 27, 2021
Net Sales	$ 351,716	$ 318,678
Cost of Sales	(345,789)	(298,254)
Gross Margin	5,927	20,424
Selling, general and administrative expenses	(20,107)	(15,840)
Other operating expense, net	(1,612)	(5,056)
Operating Loss	(15,792)	(472)
Interest expense	(16,198)	(15,349)
Interest income and other, net	(513)	(795)
Other components of pension and OPEB, excluding service costs	1,010	808
Unrealized gain on GreenFirst equity securities	8,900	—
Loss from Continuing Operations Before Income Taxes	(22,593)	(15,808)
Income tax expense (Note 16)	(1,398)	(93)
Equity in loss of equity method investment	(389)	(309)
Loss from Continuing Operations	(24,380)	(16,210)
Loss from discontinued operations, net of taxes (Note 2)	(471)	(10,817)
Net Loss	$ (24,851)	$ (27,027)
Basic Earnings (Loss) Per Common Share (Note 13)		
Loss from continuing operations	$ (0.38)	$ (0.26)
Loss from discontinued operations	(0.01)	(0.17)
Loss per common share-basic	$ (0.39)	$ (0.43)
Diluted Earnings (Loss) Per Common Share (Note 13)		
Loss from continuing operations	$ (0.38)	$ (0.26)
Loss from discontinued operations	(0.01)	(0.17)
Loss per common share-diluted	$ (0.39)	$ (0.43)

See Notes to Consolidated Financial Statements.

Rayonier Advanced Materials Inc.
Consolidated Statements of Comprehensive Income (Loss)
(Unaudited)

(Dollars in thousands)

	Three Months Ended	
	March 26, 2022	March 27, 2021
Net Loss	$ (24,851)	$ (27,027)
Other Comprehensive Loss, net of tax (Note 11):		
Foreign currency translation adjustments	(6,282)	(9,268)
Unrealized gain (loss) on derivative instruments	80	(1,268)
Net gain from pension and postretirement plans	1,948	3,302
Total other comprehensive loss	(4,254)	(7,234)
Comprehensive Loss	$ (29,105)	$ (34,261)

See Notes to Consolidated Financial Statements.

Rayonier Advanced Materials Inc.
Consolidated Balance Sheets
(Unaudited)
(Dollars in thousands, except per share amounts)

	March 26, 2022	December 31, 2021
Assets		
Current Assets		
Cash and cash equivalents	$ 178,749	$ 253,307
Accounts receivable, net (Note 3)	201,433	181,604
Inventory (Note 4)	223,318	230,691
Income tax receivable	20,927	21,411
Investment in GreenFirst equity securities (Note 10)	48,087	38,510
Prepaid and other current assets	72,236	50,597
Total current assets	744,750	776,120
Property, Plant and Equipment (net of accumulated depreciation of $1,662,746 at March 26, 2022 and $1,642,442 at December 31, 2021)	1,172,866	1,146,162
Deferred Tax Assets	336,208	335,119
Intangible Assets, net	29,680	31,432
Other Assets	155,811	156,191
Total Assets	$ 2,439,315	$ 2,445,024
Liabilities and Stockholders' Equity		
Current Liabilities		
Accounts payable	$ 193,394	$ 169,456
Accrued and other current liabilities (Note 6)	140,589	136,124
Debt due within one year (Note 7)	32,884	37,680
Current environmental liabilities (Note 8)	11,310	11,303
Total current liabilities	378,177	354,563
Long-Term Debt (Note 7)	892,523	891,031
Long-Term Environmental Liabilities (Note 8)	160,340	159,919
Pension and Other Postretirement Benefits	168,374	170,317
Deferred Tax Liabilities	20,686	20,485
Other Long-Term Liabilities	32,022	34,366
Commitments and Contingencies (Note 18)		
Stockholders' Equity		
Common stock, 140,000,000 shares authorized at $0.01 par value, 63,849,147 and 63,738,409 issued and outstanding, as of March 26, 2022 and December 31, 2021, respectively	638	637
Additional paid-in capital	410,788	408,834
Retained earnings	464,491	489,342
Accumulated other comprehensive loss (Note 11)	(88,724)	(84,470)
Total Stockholders' Equity	787,193	814,343
Total Liabilities and Stockholders' Equity	$ 2,439,315	$ 2,445,024

See Notes to Consolidated Financial Statements.

Rayonier Advanced Materials Inc.
Consolidated Statements of Cash Flows
(Unaudited)
(Dollars in thousands)

	Three Months Ended	
	March 26, 2022	**March 27, 2021**
Operating Activities		
Net loss	$ (24,851)	$ (27,027)
Loss from discontinued operations	471	10,817
Adjustments to reconcile loss from continuing operations to cash provided by operating activities:		
Depreciation and amortization	27,393	33,316
Stock-based incentive compensation expense (benefit)	2,259	(687)
Deferred income tax expense	(697)	(2,119)
Unrealized gain on GreenFirst equity securities	(8,900)	—
Net periodic benefit cost of pension and other postretirement plans	1,519	2,104
Unrealized gain on derivative instruments	—	(1,728)
Unrealized loss from foreign currency	1,533	1,636
Other	1,757	808
Changes in operating assets and liabilities:		
Receivables	(22,751)	(6,580)
Inventories	6,946	(19,154)
Accounts payable	13,505	(2,470)
Accrued liabilities	5,053	26,958
All other operating activities	(24,503)	8,146
Contributions to pension and other postretirement plans	(1,619)	(1,582)
Cash (Used in) Provided by Operating Activities-continuing operations	(22,885)	22,438
Cash (Used in) Provided by Operating Activities-discontinued operations	(635)	15,777
Cash (Used in) Provided by Operating Activities	(23,520)	38,215
Investing Activities		
Capital expenditures, net	(45,167)	(16,094)
Investment in equity method investment	—	(987)
Cash Used for Investing Activities-continuing operations	(45,167)	(17,081)
Cash Used for Investing Activities-discontinued operations	—	(3,431)
Cash Used for Investing Activities	(45,167)	(20,512)
Financing Activities		
Revolving credit facility and other borrowings	3,397	—
Repayment of long-term debt	(2,119)	(1,549)
Short-term financing, net	(5,388)	(520)
Common stock repurchased	(304)	(1,420)
Cash Used for Financing Activities	(4,414)	(3,489)
Cash and Cash Equivalents		
Change in cash and cash equivalents	(73,101)	14,214
Net effect of foreign exchange on cash and cash equivalents	(1,457)	(1,117)
Balance, beginning of period	253,307	93,653
Balance, end of period	$ 178,749	$ 106,750

See Notes to Consolidated Financial Statements.

Rayonier Advanced Materials Inc.
Notes to Consolidated Financial Statements
(Unaudited)

(Dollar amounts in thousands unless otherwise stated)

1. Basis of Presentation and New Accounting Pronouncements

Basis of Presentation

The unaudited consolidated financial statements and notes thereto of Rayonier Advanced Materials Inc. (the “Company”) have been prepared in accordance with generally accepted accounting principles in the United States of America (“GAAP”) for interim financial information and in accordance with the rules and regulations of the Securities and Exchange Commission (“SEC”). In the opinion of management, these consolidated financial statements and notes reflect all adjustments (all of which are normal recurring adjustments) necessary for a fair presentation of the results of operations, financial position and cash flows for the periods presented. These statements and notes should be read in conjunction with the consolidated financial statements and supplementary data included in the Company’s Annual Report on Form 10-K for the year ended December 31, 2021, as filed with the SEC on March 1, 2022.

As a result of the sale of its lumber and newsprint assets in August 2021 to GreenFirst Forest Products, Inc. (“GreenFirst”), the Company has reclassified certain prior year amounts to conform to the current year’s presentation for discontinued operations. Unless otherwise stated, information in these notes to consolidated financial statements relates to continuing operations. The Company presents businesses that represent components as discontinued operations when they meet the criteria for held for sale or are sold, and their disposal represents a strategic shift that has, or will have, a major effect on the Company’s operations and financial results. See Note 2 ***—Discontinued Operations*** for additional information.

New or Recently Adopted Accounting Pronouncements

There have been no new or recently adopted accounting pronouncements impacting the Company’s unaudited consolidated interim financial statements.

Subsequent Events

Events and transactions subsequent to the consolidated balance sheets date have been evaluated for potential recognition and disclosure through the date of issuance of these Consolidated Financial Statements. The following subsequent events warranting disclosure were identified:

On May 2, 2022, the Company announced the sale of the 28,684,433 common shares of GreenFirst it received in connection with the sale of its lumber and newsprint assets in August 2021. The common shares were sold for approximately $43 million. The sale agreement contains a purchase price protection clause whereby the Company is entitled to participate in further share price appreciation under certain circumstances over the next 18 months.

2. Discontinued Operations

On August 28, 2021, the Company completed the sale of its lumber and newsprint facilities and certain related assets located in Ontario and Québec Canada, to GreenFirst for $232 million, paid in cash, 28.7 million shares of GreenFirst's common stock and a credit note issued to the Company by GreenFirst in the amount of CAD $8 million (approximately USD $5 million after present value discount). The GreenFirst common shares have been accounted for at fair value, with changes in fair value recorded in the Consolidated Statements of Income and Comprehensive Income. See Note 10 — ***Fair Value Measurements*** for additional information. The Company recently sold the GreenFirst common shares. See Note 1 — ***Basis of Presentation and New Accounting Pronouncements*** for additional information.

The cash received at closing was preliminary and subject to final purchase price and other sale-related adjustments. During the first quarter of 2022, the Company trued-up certain sale-related items with GreenFirst for a total net cash outflow of $3 million, as previously disclosed. Pursuant to the terms of the asset purchase agreement, GreenFirst and the Company continue efforts to finalize the closing inventory valuation adjustment.

In connection with the transaction, the parties entered into a Transition Services Agreement ("TSA") whereby the Company would provide certain transitional services to GreenFirst, including information technology, accounting, treasury and other services following the closing of the transaction. The TSA is expected to be terminated in the second quarter of 2022.

Income (loss) from discontinued operations is comprised of the following:

	Three Months Ended	
	March 26, 2022	**March 27, 2021**
Net sales (a)	$ —	$ 146,463
Cost of sales	(173)	(82,727)
Gross margin	(173)	63,736
Selling, general and administrative expenses and other	(458)	(8,466)
Operating income (loss)	(631)	55,270
Interest expense (b)	—	(2,614)
Other non-operating income	(4)	345
Income (loss) from discontinued operations before income taxes	(635)	53,001
Income tax benefit (expense)	164	(63,818)
Loss from discontinued operations, net of taxes	$ (471)	$ (10,817)

(a) Net of intercompany sales of $0 million and $12 million for three months ended March 26, 2022 and March 27, 2021, respectively.

(b) The Company allocated interest expense to discontinued operations based on the total portion of debt not attributable to other operations repaid as a result of the transaction.

Other discontinued operations information is as follows:

	Three Months Ended	
	March 26, 2022	**March 27, 2021**
Depreciation and amortization	$ —	$ 3,173
Capital expenditures	$ —	$ 3,488

3. Accounts Receivable, Net

The Company's accounts receivable included the following:

	March 26, 2022	December 31, 2021
Accounts receivable, trade	$ 160,726	$ 131,371
Accounts receivable, other (a)	41,756	51,007
Allowance for expected credit losses	(1,049)	(774)
Total accounts receivable, net	$ 201,433	$ 181,604

(a) Accounts receivable, other consists primarily of value added/consumption taxes, grants receivable and accrued billings due from government agencies.

4. Inventory

The Company's inventory included the following:

	March 26, 2022	December 31, 2021
Finished goods	$ 167,980	$ 175,832
Work-in-progress	1,792	6,533
Raw materials	46,835	41,974
Manufacturing and maintenance supplies	6,711	6,352
Total inventory	$ 223,318	$ 230,691

5 Leases

The Company's operating and finance leases are primarily for corporate offices, warehouse space, rail cars and equipment. As of March 26, 2022, the Company's leases have remaining lease terms of 1 year to 14.6 years with standard renewal and termination options available at the Company's discretion. Certain equipment leases have purchase options at the end of the term of the lease, which are not included in the right of use ("ROU") assets as it is not reasonably certain that the Company will exercise such options. The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

The Company uses its incremental borrowing rate in determining the present value of lease payments unless the lease provides an implicit or explicit interest rate. The weighted average discount rate used in determining the operating lease ROU assets and liabilities as of March 26, 2022 and December 31, 2021 was 7.7 percent and 7.6 percent, respectively. The weighted average discount rate used in determining the finance lease ROU assets and liabilities as of March 26, 2022 and December 31, 2021 was 7.0 percent.

The Company's operating and finance lease cost is as follows:

	Three Months Ended	
	March 26, 2022	March 27, 2021
Operating Leases		
Operating lease expense	$ 1,931	$ 1,369
Finance Leases		
Amortization of ROU assets	92	86
Interest	37	43
Total	$ 2,060	$ 1,498

As of March 26, 2022, the weighted average remaining lease term is 5.3 years and 4.6 years for operating leases and financing leases, respectively. As of December 31, 2021, the weighted average remaining lease term is 5.3 years and 4.9 years for operating leases and finance leases, respectively. Cash provided by operating activities includes approximately $2 million and $1 million from operating lease payments made during the three months ended March 26, 2022 and March 27, 2021, respectively. Finance lease cash flows were immaterial during the three months ended March 26, 2022 and March 27, 2021.

As of March 26, 2022 and December 31, 2021, assets acquired under finance leases of $2 million and $2 million, respectively, are reflected in Property, Plant and Equipment, net. The Company's finance leases are included as debt and the maturities for the remainder of 2022 and the next four years and thereafter are included in Note 7 — ***Debt and Finance Leases***.

The Company's consolidated balance sheet includes the following operating lease assets and liabilities:

	Balance Sheet Classification	March 26, 2022	December 31, 2021
Right-of-use assets	Other assets	$ 17,438	$ 18,316
Lease liabilities, current	Accrued and other current liabilities	$ 6,291	$ 6,050
Lease liabilities, non-current	Other long-term liabilities	$ 11,641	$ 12,551

As of March 26, 2022, operating lease maturities for the remainder of 2022 through 2026 and thereafter are as follows:

	March 26, 2022
Remainder of 2022	$ 5,875
2023	6,077
2024	2,616
2025	1,705
2026	1,103
Thereafter	5,351
Total minimum lease payments	$ 22,727
Less: imputed interest	(4,794)
Present value of future minimum lease payments	$ 17,933

6. Accrued and Other Current Liabilities

The Company’s accrued and other current liabilities included the following:

	March 26, 2022	December 31, 2021
Accrued customer incentives	$ 28,703	$ 26,726
Accrued payroll and benefits	22,121	13,363
Accrued interest	15,126	19,153
Accrued income taxes	10,381	9,210
Accrued property and other taxes	5,684	4,074
Deferred revenue (a)	23,068	22,519
Other current liabilities	35,506	41,080
Total accrued and other current liabilities	$ 140,589	$ 136,124

(a) Includes CAD $25 million (approximately $20 million) associated with funds received in 2021 for the Canada Emergency Wage Subsidy (“CEWS”). All CEWS claims are subject to mandatory audit. The Company will recognize amounts from these claims in income at the time that there is sufficient evidence that it will not be required to repay such amounts.

7. Debt and Finance Leases

The Company’s debt and finance leases included the following:

	March 26, 2022	December 31, 2021
ABL Credit Facility due 2025, $100 million available, bearing interest of approximately 0.45% LIBOR floor plus 2.25%, interest rate of 2.70% at March 26, 2022	$ —	$ —
Senior Secured Notes due 2026 at a fixed interest rate of 7.625%	475,000	475,000
Senior Notes due 2024 at a fixed interest rate of 5.5%	369,185	369,185
Canadian dollar, fixed interest rate term loans with rates ranging from 5.5% to 6.86% and maturity dates ranging from July 2022 through April 2028, secured by certain assets of the Temiscaming mill	64,676	65,451
Other loans (a)	20,701	18,280
Short-term factoring facility-France	1,730	7,118
Finance lease obligation	2,052	2,138
Total debt principal payments due	933,344	937,172
Less: Debt premium, original issue discount and issuance costs, net	(7,937)	(8,461)
Total debt	925,407	928,711
Less: Debt due within one year	(32,884)	(37,680)
Long-term debt	$ 892,523	$ 891,031

(a) *Loans for energy/bioethanol projects in France.*

As of March 26, 2022, debt and finance lease payments due during the remainder of 2022, the next four years and thereafter are as follows:

	Debt Principal Payments
Remainder of 2022	$ 30,486
2023	10,782
2024	380,445
2025	11,301
2026	485,662
Thereafter	12,616
Total principal payments	$ 931,292

8. Environmental Liabilities

An analysis of liabilities for the three months ended March 26, 2022 is as follows:

Balance, December 31, 2021	$ 171,222
Increase in liabilities	827
Payments	(558)
Foreign currency adjustments	159
Balance, March 26, 2022	171,650
Less: Current portion	(11,310)
Long-term environmental liabilities	$ 160,340

In addition to the estimated liabilities, the Company is subject to the risk of reasonably possible additional liabilities in excess of the established reserves due to potential changes in circumstances and future events, including, without limitation, changes to current laws and regulations; changes in governmental agency personnel, direction, philosophy and/or enforcement policies; developments in remediation technologies; increases in the cost of remediation, operation, maintenance and monitoring of its environmental liability sites; changes in the volume, nature or extent of contamination to be remediated or monitoring to be undertaken; the outcome of negotiations with governmental agencies and non-governmental parties; and changes in accounting rules or interpretations. Based on information available as of March 26, 2022, the Company estimates this exposure could range up to approximately $86 million, although no assurances can be given that this amount will not be exceeded given the factors described above. These potential additional costs are attributable to several sites and other applicable liabilities. Further, this estimate excludes reasonably possible liabilities which are not currently estimable primarily due to the factors discussed above.

Subject to the previous paragraph, the Company believes established liabilities are sufficient for probable costs expected to be incurred over the next 20 years with respect to its environmental liabilities. However, no assurances are given they will be sufficient for the reasons described above, and additional liabilities could have a material adverse effect on the Company's financial position, results of operations and cash flows.

9. Derivative Instruments

The Company's earnings and cash flows are subject to fluctuations due to changes in interest rates and foreign currency exchange rates. The Company allows for the use of derivative financial instruments to manage interest rate and foreign currency exchange rate exposure but does not allow derivatives to be used for speculative purposes.

All derivative instruments are recognized on the consolidated balance sheets at their fair value and are either designated as a hedge of a forecasted transaction or undesignated. Changes in the fair value of a derivative designated as a hedge are recorded in other comprehensive income until earnings are affected by the hedged transaction and are then reported in current earnings. Changes in the fair value of undesignated derivative instruments and the ineffective portion of designated derivative instruments are reported in current earnings.

In December 2020, the Company terminated all outstanding derivative instruments, which had been previously designated as hedging instruments and had various maturity dates through 2028. Accumulated gains and losses associated with these instruments were deferred as a component of accumulated other comprehensive income (loss) to be recognized in earnings as the underlying hedged transactions occur and affect earnings.

Foreign Currency Exchange Rate Risk

Foreign currency fluctuations affect investments in foreign subsidiaries and foreign currency cash flows related to third party purchases, product shipments, and foreign-denominated debt. The Company is also exposed to the translation of foreign currency earnings to the U.S. dollar. Management may use foreign currency forward contracts to selectively hedge its foreign currency cash flows exposure and manage risk associated with changes in currency exchange rates. The Company's principal foreign currency exposure is to the Canadian dollar, and to a lesser extent, the euro.

The effects of derivatives designated as hedging instruments, the related changes in AOCI and the gains and losses in income is as follows:

	Three Months Ended March 26, 2022		
Derivatives Designated as Hedging Instruments	**Gain (Loss) Recognized in OCI on Derivative**	**Gain (Loss) Reclassified from AOCI into Income**	**Location on Statement of Income**
Foreign exchange forward contracts	$ —	$ (92)	Interest income and other, net

	Three Months Ended March 27, 2021		
	Gain (Loss) Recognized in OCI on Derivative	**Gain (Loss) Reclassified from AOCI into Income**	**Location on Statement of Income**
Foreign exchange forward contracts	$ —	$ 1,828	Cost of sales
Foreign exchange forward contracts	$ —	$ (100)	Interest income and other, net

The after-tax amounts of unrealized gains (losses) in AOCI related to hedge derivatives are presented below:

	March 26, 2022	December 31, 2021
Foreign exchange cash flow hedges	$ (767)	$ (847)

10. Fair Value Measurements

The following table presents the carrying amount, estimated fair values and categorization under the fair value hierarchy for financial instruments held by the Company, using market information and what management believes to be appropriate valuation methodologies:

	March 26, 2022			December 31, 2021		
		Fair Value (b)			Fair Value (b)	
Assets:	**Carrying Amount**	**Level 1**	**Level 2**	**Carrying Amount**	**Level 1**	**Level 2**
Cash and cash equivalents	$ 178,749	$ 178,749	$ —	$ 253,307	$ 253,307	$ —
Investment in GreenFirst equity securities	$ 48,087	$ 48,087	$ —	$ 38,510	$ —	$ 38,510
Liabilities (a):						
Fixed-rate long-term debt	921,625	—	934,787	919,455	—	964,308

(a) Liabilities exclude finance lease obligation.

(b) The Company did not have Level 3 assets or liabilities at March 26, 2022 or December 31, 2021.

The Company uses the following methods and assumptions in estimating the fair value of its financial instruments:

Cash and cash equivalents — The carrying amount is equal to fair market value.

Investment in GreenFirst shares — The Company received shares of common stock in connection with the sale of the lumber and newsprint assets to GreenFirst, which the Company was required to hold for a minimum of six months following the close of the transaction. Accordingly, prior to February 28, 2022, the fair value of these shares reflected a discount for lack of marketability ("DLOM") given the restriction on sale by the Company. The primary inputs in the fair value estimate during the minimum holding period were expected term, dividend yield, volatility and risk-free rate. All inputs to the DLOM were observable. GreenFirst is based in Canada and currently does not pay a dividend. At March 26, 2022, the DLOM is no longer applicable as the six-month sale restriction has expired.

The following were the key inputs at each measurement date:

	March 26, 2022	December 31, 2021	At closing of transaction
Expected Term	n/a	0.16 years	0.5 years
Risk-free rate	n/a	0.10 %	0.20 %
Dividend yield	—	—	—
Volatility	n/a	73.77 %	92.04 %
DLOM	n/a	6.77 %	14.38 %

The Company recently sold the GreenFirst common shares. See Note 1 — ***Basis of Presentation and New Accounting Pronouncements*** for additional information.

Debt — The fair value of fixed rate debt is based upon quoted market prices for debt with similar terms and maturities.

The variable rate debt adjusts with changes in the market rate, therefore the carrying value approximates fair value.

11. *Accumulated Other Comprehensive Income (Loss)*

The components of AOCI are as follows:

	Three Months Ended	
	March 26, 2022	**March 27, 2021**
Unrecognized components of employee benefit plans, net of tax:		
Balance, beginning of year	$ (76,849)	$ (146,614)
Other comprehensive gain (loss) before reclassifications		—
Income tax on other comprehensive loss		—
Reclassifications to earnings: (a)		
Amortization of losses	2,488	4,082
Amortization of prior service costs	8	138
Income tax on reclassifications	(548)	(918)
Net comprehensive gain on employee benefit plans, net of tax	1,948	3,302
Balance, end of period	(74,901)	(143,312)
Unrealized gain (loss) on derivative instruments, net of tax:		
Balance, beginning of year	(847)	1,834
Reclassifications to earnings: (b)		
Foreign exchange contracts	92	(1,728)
Income tax on reclassifications	(12)	460
Net comprehensive loss on derivative instruments, net of tax	80	(1,268)
Balance, end of period	(767)	566
Foreign currency translation adjustments:		
Balance, beginning of year	(6,774)	11,145
Foreign currency translation adjustment, net of tax of $0 and $0	(6,282)	(9,268)
Balance, end of period	(13,056)	1,877
Accumulated other comprehensive income (loss), end of period	$ (88,724)	$ (140,869)

(a) The AOCI components for defined benefit pension and post-retirement plans are included in the computation of net periodic benefit cost. See Note 15—***Employee Benefit Plans*** for additional information.

(b) Reclassifications of foreign currency exchange contracts are recorded in cost of sales, other operating income or non-operating income as appropriate. See Note 9 —***Derivative Instruments*** for additional information.

12. Stockholders' Equity

An analysis of stockholders' equity is shown below (share amounts not in thousands):

	Common Stock						
	Shares	Par Value	Additional Paid in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Stockholders' Equity
For the three months ended March 26, 2022						
Balance, December 31, 2021	63,738,409	$ 637	$ 408,834	$ 489,342	$ (84,470)	$ 814,343
Net income (loss)	—	—	—	(24,851)	—	(24,851)
Other comprehensive income (loss), net of tax	—	—	—	—	(4,254)	(4,254)
Issuance of common stock under incentive stock plans	172,920	2	(2)	—	—	—
Stock-based compensation	—	—	2,259	—	—	2,259
Repurchase of common shares (a)	(62,179)	(1)	(303)	—	—	(304)
Balance, March 26, 2022	63,849,150	$ 638	$ 410,788	$ 464,491	$ (88,724)	$ 787,193
For the three months ended March 27, 2021						
Balance, December 31, 2020	63,359,839	$ 633	$ 405,161	$ 422,928	$ (133,635)	$ 695,087
Net income (loss)	—	—	—	(27,027)	—	(27,027)
Other comprehensive income (loss), net of tax	—	—	—	—	(7,234)	(7,234)
Issuance of common stock under incentive stock plans	369,713	4	(4)	—	—	—
Stock-based compensation	—	—	(653)	—	—	(653)
Repurchase of common shares (a)	(132,196)	(1)	(1,418)	—	—	(1,419)
Balance, March 27, 2021	63,597,356	$ 636	$ 403,086	$ 395,901	$ (140,869)	$ 658,754

(a) Repurchased to satisfy the tax withholding requirements related to the issuance of stock under the Rayonier Advanced Materials Incentive Stock Plan.

Common Stock Buyback

On January 29, 2018, the Board of Directors authorized a share buyback program pursuant to which the Company may, from time to time, purchase shares of its common stock with an aggregate purchase price of up to $100 million. During the three months ended March 26, 2022 and March 27, 2021, the Company did not repurchase any common shares under this buyback program. As of March 26, 2022, there was approximately $60 million of share repurchase authorization remaining under the program. The Company does not expect to utilize any further authorization in the near future.

Shareholder Rights Plan

On March 21, 2022, the Company adopted a shareholder rights plan (the "Rights Agreement") whereby a significant penalty is imposed upon any person or group which acquires beneficial ownership of 10% or more of the Company Common Stock without the approval of the Board of Directors (the "Board"). Also on this date, the Board declared a dividend of one preferred share purchase right (a "Right") for each outstanding share of common stock of the Company, par value $0.01 per share ("Company Common Stock"), payable on March 31, 2022 to Company stockholders of record as of the close of business on March 31, 2022.

The Rights trade with, and are inseparable from, shares of the Company Common Stock. Each Right will allow its holder to purchase from the Company one one-hundredth of a share of Series A Junior Participating Preferred Stock for $35.00, once the Rights become exercisable. This portion of a Preferred Share will give the stockholder approximately the same dividend, voting and liquidation rights as would one share of Company Common Stock. The Rights will not be exercisable until 10 days after the public announcement or public disclosure that a person or group has become an "Acquiring Person" by obtaining beneficial ownership of 10% or more of the outstanding Company Common Stock (including certain derivative positions), subject to certain exceptions. The Rights will expire on March 20, 2023.

13. Earnings Per Share of Common Stock

The following table provides details of the calculations of basic and diluted earnings per share:

	Three Months Ended	
	March 26, 2022	March 27, 2021
Loss from continuing operations	$ (24,380)	$ (16,210)
Loss from discontinued operations	(471)	(10,817)
Net loss available for common stockholders	$ (24,851)	$ (27,027)
Shares used for determining basic earnings per share of common stock	63,771,484	63,430,601
Dilutive effect of:		
Stock options	—	—
Performance and restricted stock	—	—
Shares used for determining diluted earnings per share of common stock	63,771,484	63,430,601
Basic per share amounts		
Loss from continuing operations	$ (0.38)	$ (0.26)
Loss from discontinued operations	(0.01)	(0.17)
Net loss	$ (0.39)	$ (0.43)
Diluted per share amounts		
Loss from continuing operations	$ (0.38)	$ (0.26)
Loss from discontinued operations	(0.01)	(0.17)
Net loss	$ (0.39)	$ (0.43)

Anti-dilutive instruments excluded from the computation of diluted earnings per share:

	Three Months Ended	
	March 26, 2022	March 27, 2021
Stock options	80,120	122,525
Performance and restricted stock	3,401,875	2,338,111
Total anti-dilutive instruments	3,481,995	2,460,636

14. Incentive Stock Plans

The Company’s total stock-based compensation for the three months ended March 26, 2022 and March 27, 2021 was expense of $2 million and a benefit of $1 million, respectively.

The Company made new grants of restricted stock units and performance-based stock units to certain employees during the first three months of 2022. The 2022 restricted stock unit awards cliff vest after three years. The 2022 performance-based stock unit awards measure total shareholder return (“TSR”) on an absolute basis and relative to peers. Participants can earn between 0 and 250 percent of the target award. Performance below the threshold for the absolute TSR would result in a zero payout for the TSR metric. There is a performance-based stock award and cash unit stock award that will be measured using the same objectives but paid and accounted for separately. As required by Accounting Standards Codification 718, *Compensation-Stock Compensation,* the portion of the award to be settled in cash is classified as a liability and remeasured to fair value at the end of each reporting period until settlement.

In March 2022, the performance-based share units granted in 2019 vested without meeting the performance thresholds, resulting in no stock units being awarded and no shares of common stock issued.

The following table summarizes the activity on the Company's incentive stock awards for the three months ended March 26, 2022:

	Stock Options		Restricted Stock Units		Performance-Based Stock Units	
	Options	Weighted Average Exercise Price	Awards	Weighted Average Grant Date Fair Value	Awards	Weighted Average Grant Date Fair Value
Outstanding at January 1, 2022	111,124	$ 39.47	927,556	$ 8.72	1,459,716	$ 6.51
Granted	—	—	869,791	5.88	1,146,202	8.51
Forfeited	—	—	(750)	10.70	(815,443)	6.74
Exercised or settled	—	—	(185,197)	13.42	—	—
Expired or cancelled	(31,004)	38.16	—	—	—	—
Outstanding at March 26, 2022	80,120	$ 39.94	1,611,400	$ 6.64	1,790,475	$ 7.68

15. Employee Benefit Plans

The Company has defined benefit pension and other long-term and postretirement plans covering certain union and non-union employees, primarily in the U.S. and Canada. The defined benefit pension plans are closed to new participants. The liabilities for these plans are calculated using actuarial estimates and management assumptions. These estimates are based on historical information, along with certain assumptions about future events.

The components of net periodic benefit costs from these plans that have been recorded are shown in the following table:

	Pension		Postretirement	
	Three Months Ended		Three Months Ended	
Components of Net Periodic Benefit Cost	March 26, 2022	March 27, 2021	March 26, 2022	March 27, 2021
Service cost	$ 2,176	$ 2,551	$ 353	$ 362
Interest cost	4,606	4,418	216	176
Expected return on plan assets	(8,328)	(9,623)	—	—
Amortization of prior service cost	39	176	(31)	(38)
Amortization of losses	2,473	4,079	15	3
Total net periodic benefit cost	$ 966	$ 1,601	$ 553	$ 503

Service cost is included in cost of sales and selling, general and administrative expenses in the statements of income, as appropriate. Interest cost, expected return on plan assets, amortization of prior service cost and amortization of losses are included in other components of pension and OPEB, excluding service cost on the consolidated statement of income.

16. Income Taxes

The Company's effective tax rate on the loss from continuing operations for the three months ended March 26, 2022 was an expense of 6 percent, compared to an expense of 1 percent on the loss from continuing operations for the three months ended March 27, 2021.

The current quarter to date March 26, 2022 effective rate differs from the federal statutory rate of 21 percent primarily due to disallowed interest deductions in the U.S. and nondeductible executive compensation, partially offset by US tax credits and tax return to accrual adjustments. The effective tax rate for the three months ended March 27, 2021 differs from the federal statutory rate primarily due to disallowed interest deductions in the U.S., lower tax deductions on vested stock compensation, and tax return to accrual adjustments.

The Company has a $21 million receivable related to tax years recently examined by the IRS which is expected to be received within the next twelve months.

There has been a $1 million increase to the balance of unrecognized tax benefits reported at December 31, 2021.

17. Segment and Geographical Information

The Company operates in the following business segments: High Purity Cellulose, Paperboard, High-Yield Pulp and Corporate. The Corporate operations consist primarily of senior management, accounting, information systems, human resources, treasury, tax and legal administrative functions that provide support services to the operating business units. The Company allocates a portion of the cost of maintaining these support functions to its operating units.

The Company evaluates the performance of its segments based on operating income. Intersegment sales consist primarily of High-Yield Pulp sales to Paperboard. Intersegment sales prices are at rates that approximate market for the respective operating area.

Net sales, disaggregated by product-line, was comprised of the following:

	Three Months Ended	
	March 26, 2022	March 27, 2021
High Purity Cellulose		
Cellulose Specialties	$ 183,554	$ 167,837
Commodity Products	70,755	58,933
Other sales (a)	26,636	22,991
Total High Purity Cellulose	280,945	249,761
Paperboard		
Paperboard	54,237	47,849
High-Yield Pulp		
High-Yield Pulp	22,141	27,544
Eliminations	(5,607)	(6,476)
Total net sales	$ 351,716	$ 318,678

(a) Other sales include sales of electricity, lignin and other by-products to third-parties

Operating income (loss) by segment was comprised of the following:

	Three Months Ended	
	March 26, 2022	March 27, 2021
High Purity Cellulose	$ (7,804)	$ 6,427
Paperboard	5,839	5,755
High-Yield Pulp	(371)	(541)
Corporate	(13,456)	(12,113)
Total operating income (loss)	$ (15,792)	$ (472)

Identifiable assets by segment were as follows:

	March 26, 2022	December 31, 2021
High Purity Cellulose	$ 1,644,630	$ 1,579,300
Paperboard	113,023	114,391
High-Yield Pulp	41,869	38,147
Corporate and other	639,794	713,186
Total identifiable assets	$ 2,439,315	$ 2,445,024

18. Commitments and Contingencies

Commitments

The Company has no material changes to the purchase obligations presented in Note 21 — *Commitments and Contingencies* in the Company's Annual Report on Form 10-K for the year ended December 31, 2021, as filed with the SEC on March 1, 2022, that are outside the normal course of business for the three months ended March 26, 2022. The Company's purchase obligations continue to primarily consist of commitments for the purchase of natural gas, steam energy, wood chips, and electricity contracts entered into within the normal course of business.

The Company leases certain buildings, machinery and equipment under various operating leases. See Note 5 — ***Leases***, for additional information.

Litigation and Contingencies

Duties on Canadian softwood lumber sold to the U.S. The Company previously operated six softwood lumber mills in Ontario and Quebec, Canada and exported softwood lumber into the United States from Canada. In connection with these exports, the Company paid approximately $112 million in softwood lumber duties through August 28, 2021, recorded as expense in the periods incurred. The Company currently has a $20 million long-term receivable associated with the December 2020 determination of the revised rates for the 2017 and 2018 periods. Cash is not expected to return to the Company until final resolution of the softwood lumber dispute, which remains subject to legal challenges and to USDOC further administrative review processes covering periods after December 31, 2018. As part of the sale of its lumber assets, the Company retained all rights and obligations to softwood lumber duties, generated or incurred through the closing date of the transaction.

Other. In addition to the above, the Company is engaged in various legal and regulatory actions and proceedings, and has been named as a defendant in various lawsuits and claims arising in the ordinary course of its business. While the Company has procured reasonable and customary insurance covering risks normally occurring in connection with its businesses, the Company has in certain cases retained some risk through the operation of self-insurance, primarily in the areas of workers' compensation, property insurance and general liability. These other lawsuits and claims, either individually or in aggregate, are not expected to have a material adverse effect on the Company's financial position, results of operations or cash flows.

Guarantees and Other

The Company provides financial guarantees as required by creditors, insurance programs and various governmental agencies. As of March 26, 2022, the Company had net exposure of $40 million from various standby letters of credit, primarily for financial assurance relating to environmental remediation, credit support for natural gas and electricity purchases, and guarantees related to foreign retirement plan obligations. These standby letters of credit represent a contingent liability. The Company would only be liable upon its default on the related payment obligations. The letters of credit have various expiration dates and will be renewed as required.

The Company had surety bonds of $89 million as of March 26, 2022, primarily to comply with financial assurance requirements relating to environmental remediation and post closure care, to provide collateral for the Company's workers' compensation program, and to guarantee taxes and duties for products shipped internationally. These surety bonds expire at various dates and are expected to be renewed annually as required.

LignoTech Florida ("LTF") is a venture in which the Company owns 45 percent and its partner Borregaard ASA owns 55 percent. The Company is a guarantor of LTF's financing agreements and, in the event of default, expects it would only be liable for its proportional share of any repayment under the agreements. The Company's proportion of the LTF financing agreement guarantee was $33 million at March 26, 2022.

The Company has not recorded any liabilities for these financial guarantees in its consolidated balance sheets, either because the Company has recorded the underlying liability associated with the guarantee or the guarantee is dependent on the Company's own performance and, therefore, is not subject to the measurement requirements or because the Company has calculated the estimated fair value of the guarantee and determined it to be immaterial based upon the current facts and circumstances that would trigger a payment obligation.

It is not possible to determine the maximum potential amount of the liability under these potential obligations due to the unique set of facts and circumstances likely to be involved with each provision.

As of March 26, 2022, all of the Company's collective bargaining agreements covering its unionized employees are current.

19. Supplemental Disclosures of Cash Flow Information

Supplemental disclosures of cash flows information were comprised of the following for the three months ended:

	March 26, 2022	March 27, 2021
Interest paid	$ 18,858	$ 706
Income taxes paid (received)	$ 52	$ 54
Capital assets purchased on account	$ 36,657	$ 12,053

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

When we refer to “we,” “us,” “our” or “the Company,” we mean Rayonier Advanced Materials Inc. and its consolidated subsidiaries. References herein to “Notes to Consolidated Financial Statements” refer to the Notes to the Consolidated Financial Statements of Rayonier Advanced Materials Inc. included in Item 1 of this Quarterly Report on Form 10-Q (the “Report.”)

This Management’s Discussion and Analysis of Financial Condition and Results of Operations (“MD&A”) is intended to provide a reader of our consolidated financial statements with a narrative from the perspective of management on our financial condition, results of operations, liquidity and certain other factors which may affect future results. This MD&A should be read in conjunction with our 2021 Annual Report on Form 10-K and information contained in our subsequent Forms 8-K and other reports to the U.S. Securities and Exchange Commission (the “SEC”).

We operate in the following business segments: High Purity Cellulose, Paperboard, High-Yield Pulp and Corporate.

As a result of the sale of the lumber and newsprint facilities and certain related assets completed in August 2021, the lumber and newsprint operations are presented as discontinued operations and certain prior year amounts are reclassified to conform to this presentation. Unless otherwise stated, information in this MD&A relates to continuing operations. See Note 2 —***Discontinued Operations*** for additional information on the sale.

Note About Forward-Looking Statements

Certain statements in this Report regarding anticipated financial, business, legal or other outcomes including business and market conditions, outlook and other similar statements relating to Rayonier Advanced Materials’ (“the Company”) future events, developments, or financial or operational performance or results, are “forward-looking statements” made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 and other federal securities laws. These forward-looking statements are identified by the use of words such as “may,” “will,” “should,” “expect,” “estimate,” “believe,” “intend,” “forecast,” “anticipate” “guidance” and other similar language. However, the absence of these or similar words or expressions does not mean a statement is not forward-looking. While we believe these forward-looking statements are reasonable when made, forward-looking statements are not guarantees of future performance or events and undue reliance should not be placed on these statements. Although we believe the expectations reflected in any forward-looking statements are based on reasonable assumptions, we can give no assurance these expectations will be attained, and it is possible actual results may differ materially from those indicated by these forward-looking statements due to a variety of risks and uncertainties. The following risk factors and those contained in Item 1A — *Risk Factors* in our Annual Report on Form 10-K for the year ended December 31, 2021 as filed with the SEC, among others, could cause actual results or events to differ materially from the Company’s historical experience and those expressed in forward-looking statements made in this document.

Amounts contained in this Report may not always add due to rounding.

Our operations are subject to a number of risks and uncertainties including, but not limited to, those listed below. When considering an investment in our securities, you should carefully read and consider these risks, together with all other information in our Annual Report on Form 10-K for the year ended December 31, 2021 as filed with the SEC and our other filings and submissions to the SEC, which provide much more information and detail on the risks described below. If any of the events described in the following risk factors actually occur, our business, financial condition or operating results, as well as the market price of our securities, could be materially adversely affected. These risks and events include, without limitation:

Epidemic and Pandemic Risks

- We are subject to risks associated with epidemics and pandemics, including the COVID-19 pandemic and related impacts. The nature and extent of ongoing and future impacts of the pandemic are highly uncertain and unpredictable.

Macroeconomic and Industry Risks

- The businesses we operate are highly competitive which may result in fluctuations in pricing and volume that can materially adversely affect our business, financial condition and results of operations.
- Changes in raw material and energy availability and prices could have a material adverse effect on our business, results of operations and financial condition.
- We are subject to material risks associated with doing business outside of the United States.
- Currency fluctuations may have a material negative impact on our business, financial condition and results of operations.
- Restrictions on trade through tariffs, countervailing and anti-dumping duties, quotas and other trade barriers, in the United States and internationally, could materially adversely affect our ability to access certain markets.

Business and Operational Risks

- Our ten largest customers represent approximately 36 percent of our 2021 revenue, and the loss of all or a substantial portion of our revenue from these large customers could have a material adverse effect on our business.
- A material disruption at one of our major manufacturing facilities could prevent us from meeting customer demand, reduce our sales and profitability, increase our cost of production and capital needs, or otherwise materially adversely affect our business, financial condition and results of operation.
- The availability of, and prices for, wood fiber may have a material adverse impact on our business, results of operations and financial condition.
- Our operations require substantial capital.
- We depend on third parties for transportation services and increases in costs and the availability of transportation could materially adversely affect our business.
- Our failure to maintain satisfactory labor relations could have a material adverse effect on our business.
- We are dependent upon attracting and retaining key personnel, the loss of whom could materially adversely affect our business.
- Failure to develop new products or discover new applications for our existing products, or our inability to protect the intellectual property underlying such new products or applications, could have a material negative impact on our business.
- The risk of loss of the Company's intellectual property and sensitive data, or disruption of its manufacturing operations, in each case due to cyberattacks or cybersecurity breaches, could materially adversely impact the Company.

Regulatory Risks

- Our business is subject to extensive environmental laws, regulations and permits that may materially restrict or adversely affect how we conduct business and our financial results.
- The Company considers and evaluates climate-related risks in three general categories; Regulatory, Transition to a low-carbon economy, and Physical risks related to climate-change.
- The potential longer-term impacts of climate-related risks remain uncertain at this time.

Financial Risks

- We may need to make significant additional cash contributions to our retirement benefit plans if investment returns on pension assets are lower than expected or interest rates decline, and/or due to changes to regulatory, accounting and actuarial requirements.
- We have debt obligations that could materially adversely affect our business and our ability to meet our obligations.
- The phase-out of the London Inter Bank Offered Rate ("LIBOR") as an interest rate benchmark in 2023 may impact our borrowing costs.
- Challenges in the commercial and credit environments, including material increases in interest rates, may materially adversely affect our future access to capital.
- We may need additional financing in the future to meet our capital needs or to make acquisitions, and such financing may not be available on favorable terms, if at all, and may be dilutive to existing stockholders.

Company's Common Stock and Certain Corporate Matters Risks

- Your percentage of ownership in the Company may be diluted in the future.
- Certain provisions in our amended and restated certificate of incorporation and bylaws, and of Delaware law, could prevent or delay an acquisition of the Company, which could decrease the price of our common stock.

Forward-looking statements are only as of the date they are made, and the Company undertakes no duty to update its forward-looking statements except as required by law. You are advised, however, to review any further disclosures we have made or may make in our filings and other submissions to the SEC, including those on Forms 10-Q, 10-K, 8-K and other reports. Details on each of the above risk factors are more specifically described in Item 1A - Risk Factor sin our Annual Report on Form 10-K for the year ended December 31, 2021 as filed with the SEC.

Note About Non-GAAP Financial Measures

A "non-GAAP financial measure" is generally defined as a numerical measure of a company's historical or future performance that excludes or includes amounts, or is subject to adjustments, so as to be different from the most directly comparable measure calculated and presented in accordance with U.S. Generally Accepted Accounting Principles ("GAAP"). This Report contains certain non-GAAP financial measures, including Earnings Before Interest, Taxes, Depreciation and Amortization ("EBITDA"), adjusted EBITDA, and adjusted free cash flows. Each non-GAAP measures is reconciled to each of its most directly comparable GAAP financial measures in Item 2 — *Management's Discussion and Analysis of Financial Condition and Results of Operations*.

We believe these non-GAAP measures provide useful information to our Board of Directors, management and investors regarding certain trends relating to our financial condition and results of operations. Our management uses these non-GAAP measures to compare our performance to that of prior periods for trend analyses, purposes of determining management incentive compensation and budgeting, forecasting and planning purposes.

We do not consider non-GAAP measures an alternative to financial measures determined in accordance with GAAP. The principal limitation of these non-GAAP financial measures is they may exclude significant expense and income items that are required by GAAP to be recognized in our consolidated financial statements. In addition, they reflect the exercise of management's judgment about which expense and income items are excluded or included in determining these non-GAAP financial measures. In order to compensate for these limitations, reconciliations of the non-GAAP financial measures we use to their most directly comparable GAAP measures are provided. Non-GAAP financial measures should not be relied upon, in whole or part, in evaluating the financial condition, results of operations or future prospects of the Company.

Business

We are a global leader of cellulose-based technologies, which comprise a broad offering of high purity cellulose specialties, a natural polymer commonly used in the production of specialty chemicals and polymers for use in producing liquid crystal displays, filters, textiles and performance additives for pharmaceutical, food and other industrial applications. Starting from a tree and building upon more than 95 years of experience in cellulose chemistry, we provide high quality high-purity cellulose pulp products that make up the essential building blocks for our customers' products while providing exceptional service and value. We also produce unique, lightweight paperboard and a bulky, high-yield pulp for use in consumer products.

Recent developments

- On May 2, 2022, we announced the sale of the 28,684,433 common shares of GreenFirst we received in connection with the sale of our lumber and newsprint assets in August 2021. The common shares were sold for approximately $43 million. The sale agreement contains a purchase price protection clause whereby we are entitled to participate in further stock price appreciation under certain circumstances over the next 18 months.
- Our business has experienced a significant increase in the costs for wood, chemicals, energy and supply chain. In response, we announced a $146 per metric ton cost surcharge applicable to all shipments of our cellulose specialties and viscose-grade products, effective starting with shipments made on April 1, 2022 and later.
- Our fluff pulp now qualifies as an “Inspected Raw Material” by Nordic Swan Ecolabelling. The Nordic Swan Ecolabel sets strict environmental requirements in all phases of manufacturing, including requirements for eco-friendly chemicals used in ecolabeled products. The status will appear on products made with our fluff pulp and indicates to consumers and commercial buyers that the product is sustainably produced and environmentally friendly.
- On March 21, 2022, our Board of Directors adopted a shareholder rights plan and declared a dividend of one preferred share purchase right for each outstanding share of our common stock, par value $0.01 per share. See Note 12 — ***Stockholders’ Equity*** for further information.

Market Assessment

The market assessment represents our best current estimate of each business in this environment.

High Purity Cellulose

Demand for cellulose specialties remains strong. Sales prices for cellulose specialties increased double digit percent in the first three months of 2022 and are expected to increase further as we realize the cost surcharge implemented in the second quarter of 2022, designed to offset extraordinary inflation pressures for key inputs. Commodity sales prices in the second quarter of 2022 are also expected to increase from the first quarter as supply for fluff products remains constrained. We recently completed extensive planned maintenance outages at our Jesup and Fernandina facilities, which represent four of the six operating lines in the segment. Temiscaming’s planned maintenance outage is scheduled during the second quarter and we also made the strategic decision to accelerate Tartas’ planned maintenance outage into the second quarter. These actions are expected to yield greater reliability and productivity to better service customers and generate improved financial results; however, total sales volumes for the full year remain dependent on managing ongoing supply chain constraints and production reliability. Overall, adjusted EBITDA for the segment is expected to grow for the second quarter compared to first quarter and for the full year compared to 2021.

Paperboard

Paperboard prices continue to increase driven by strong demand in both commercial printing and packaging segments. Price increases are expected to outpace raw material cost increases in the second quarter, while sales volumes are also expected to increase. As a result, Adjusted EBITDA is anticipated to improve in the coming quarter.

High-Yield Pulp

High-yield pulp markets remain positive with realized prices expected to increase in the second quarter. Sales volumes are also expected to increase due to timing of sales and improved production. However, costs are also expected to increase driven by chemical and transportation costs. Overall, Adjusted EBITDA is anticipated to improve in the coming quarter.

A Sustainable Future

For over 95 years, we have invested in renewable product offerings. As governments and consumers demand sustainable products, our biorefinery model provides a platform to grow existing and new products to address needs of the changing economy. We remain enthusiastic about growing our biobased product offering. In the first quarter, non-pulp sales in the High Purity Segment were $27 million primarily from sales of bioelectricity and lignin. We are investing in expanding our biomaterial product offering and expect to grow these sales and increase overall margins over time.

Critical Accounting Policies and Use of Estimates

The preparation of financial statements requires us to make estimates, assumptions and judgments that affect our assets, liabilities, revenues and expenses and disclosure of contingent assets and liabilities. We base these estimates and assumptions on historical data and trends, current fact patterns, expectations and other sources of information we believe are reasonable. Actual results may differ from these estimates.

For a full description of our critical accounting policies, see Item 7 — *Management's Discussion and Analysis of Financial Condition and Results of Operations* in our 2021 Annual Report on Form 10-K. For recent accounting pronouncements see Item 1 of Part I, Financial Statements — Note 1 —***Basis of Presentation and New Accounting Pronouncements*** for additional information.

Results of Operations

Financial Information (in millions, except percentages)	Three Months Ended March 26, 2022	Three Months Ended March 27, 2021	% Change
Net Sales	$ 352	$ 319	10%
Cost of Sales	(346)	(299)	
Gross Margin	6	20	(70)%
Selling, general and administrative expenses	(20)	(16)	
Foreign exchange losses	—	—	
Other operating expense, net	(2)	(4)	
Operating Loss	(16)	—	NA
Interest expense	(16)	(15)	
Interest income and other, net	(1)	(1)	
Net periodic pension and OPEB income, excluding service costs	1	—	
Unrealized gain on GreenFirst equity securities	9	—	
Loss From Continuing Operations Before Income Taxes	(23)	(16)	(44)%
Income tax expense	(1)	—	
Equity in loss of equity method investment	—	—	
Loss from Continuing Operations	$ (24)	$ (16)	50%
Loss from discontinued operations, net of taxes	(1)	(11)	
Net Loss	$ (25)	$ (27)	
Gross Margin %	2 %	6 %	
Operating Margin %	(4)%	— %	
Effective Tax Rate %	(6)%	(1)%	

Net sales by segment were as follows:

Net sales (in millions)	Three Months Ended March 26, 2022	Three Months Ended March 27, 2021
High Purity Cellulose	$ 281	$ 250
Paperboard	54	48
High-Yield Pulp	22	28
Eliminations	(5)	(7)
Total net sales	$ 352	$ 319

Net sales increased by $33 million during the three months ended March 26, 2022 compared to the three months ended March 27, 2021, driven primarily by higher High Purity Cellulose and Paperboard sales prices. While sales prices increased for High-Yield Pulp as well, sales volumes for the segment were significantly impacted by supply chain constraints. For further discussion, see *Operating Results by Segment*.

Operating income (loss) by segment was as follows:

Operating income (loss) (in millions)	Three Months Ended March 26, 2022	Three Months Ended March 27, 2021
High Purity Cellulose	$ (8)	$ 6
Paperboard	6	6
High-Yield Pulp	—	(1)
Corporate	(14)	(11)
Total operating income (loss)	$ (16)	$ —

The operating results for the three month period ended March 26, 2022 declined by $16 million, to operating loss of $16 million when compared to the same prior year period primarily due to the impact of cost inflation on key inputs and lower sales volumes due to supply chain restraints, partially offset by the higher sales prices mentioned above.

Non-operating Expenses

Interest expense increased $1 million to $16 million for the three months ended March 26, 2022, when compared to the same prior year period. See Note 7 — ***Debt and Finance Leases*** for further information.

Included in non-operating expenses during the three months ended March 26, 2022 is a $9 million unrealized gain associated with the fair value of shares of GreenFirst received in connection with the sale of lumber and newsprint assets. See Note 10 — ***Fair Value Measurements*** for additional information.

Income Tax Benefit (Expense)

The effective tax rate for the first quarter 2022 loss on continuing operations was an expense of 6 percent compared to an expense of 1 percent for the loss on continuing operations in the same quarter of 2021. The 2022 effective tax rate differs from the statutory rate of 21 percent primarily due to disallowed interest deductions in the U.S. and nondeductible executive compensation, partially offset by US tax credits and tax return to accrual adjustments. The 2021 effective tax rate expense differs from the federal statutory rate of 21 percent primarily due to disallowed interest deductions in the U.S., lower tax deductions on vested stock compensation, and tax return to accrual adjustments. See Note 16 — ***Income Taxes*** for additional information.

Discontinued Operations

As a result of the sale of lumber and newsprint assets, we are presenting prior year results for the Forest Products and Newsprint segments as discontinued operations.

The sale was completed on August 28, 2021. The cash received at closing was preliminary and subject to final purchase price and other sale-related adjustments. During the first quarter of 2022, we trued-up certain sale-related items with GreenFirst for a total net cash outflow of $3 million, as previously disclosed. Pursuant to the terms of the asset purchase agreement, GreenFirst and us continue efforts to finalize the closing inventory valuation adjustment.

Operating Results by Segment

High Purity Cellulose

(in millions)	Three Months Ended	
	March 26, 2022	March 27, 2021
Net Sales	$ 281	$ 250
Operating income	$ (8)	$ 6
Average Sales Prices ($ per metric ton):		
High Purity Cellulose	$ 1,222	$ 1,046
Sales Volumes (thousands of metric tons):		
High Purity Cellulose	208	217

Changes in High Purity Cellulose net sales are as follows:

Three Months Ended		Changes Attributable to:		
Net Sales (in millions)	**March 27, 2021**	**Price**	**Volume/Mix/Other**	**March 26, 2022**
Cellulose Specialties	$ 168	$ 17	$ (1)	$ 184
Commodity Products	59	17	(6)	70
Other sales (a)	23	—	4	27
Total Net Sales (a)	$ 250	$ 34	$ (3)	$ 281

(a) includes other sales consisting of electricity, lignin and other by-products to third-parties.

Total sales for the three months ended March 26, 2022 improved $31 million when compared to the same prior year quarter. Cellulose specialties sales volumes decreased 1 percent driven by supply chain constraints, while sales prices increased by 10 percent during the three months ended March 26, 2022 when compared to the same prior year period due to the impact of contract negotiations. Commodity product sales prices rose 32 percent driven by higher demand while commodity product sales volumes decreased 9 percent due to lower production, supply chain constraints and a more favorable mix of cellulose specialties. Sales for the period included $27 million of other sales, primarily from biobased energy and lignin.

Changes in High Purity Cellulose operating income are as follows

Three Months Ended		Gross Margin Changes Attributable to (a):				
(in millions)	**March 27, 2021**	**Sales Price**	**Sales Volume/Mix/Other**	**Cost**	**SG&A and other**	**March 26, 2022**
Operating income (loss)	$ 6	$ 34	$ (1)	$ (47)	$ —	$ (8)
Operating margin %	2.4 %	11.7 %	(0.2)%	(16.7)%	— %	(2.8)%

(a) Sales Volume computed based on contribution margin.

Operating results declined by $14 million during the three months ended March 26, 2022 to an operating loss of $8 million when compared to the same prior year quarter. Sales prices for the segment increased 17 percent during the current quarter driven by commodity prices and a 10 percent increase for cellulose specialties. Total volumes declined 4 percent during the current quarter driven by lower production, supply chain constraints and a more favorable mix of cellulose specialties. Costs increased compared to the prior year periods driven by inflation on key inputs, including chemicals, wood fiber and energy costs, and higher supply chain expenses. Offsetting higher energy costs in the current period is a $5 million favorable impact related to sales of approximately half of our excess emission allowances associated with the operations in Tartas, France.

Paperboard

	Three Months Ended	
(in millions)	**March 26, 2022**	**March 27, 2021**
Net Sales	$ 54	$ 48
Operating income	$ 6	$ 6
Average Sales Prices ($ per metric tons):		
Paperboard	$ 1,326	$ 1,111
Sales Volumes (in thousands of metric tons):		
Paperboard	41	43

Changes in Paperboard net sales are as follows:

Three Months Ended		Changes Attributable to:		
Net Sales (in millions)	March 27, 2021	Price	Volume/Mix	March 26, 2022
Paperboard	$ 48	$ 9	$ (3)	$ 54

Sales for the three months ended March 26, 2022 increased $6 million compared to the three months ended March 27, 2021. During the first quarter ended March 26, 2022, sales volumes decreased 5 percent while sales prices were up 19 percent when compared to the same prior year period driven by strong demand.

Changes in Paperboard operating income are as follows:

Three Months Ended		Gross Margin Changes Attributable to (a):				
(in millions)	March 27, 2021	Sales Price	Sales Volume/Mix	Cost	SG&A and other	March 26, 2022
Operating income	$ 6	$ 9	$ (1)	$ (8)	$ —	$ 6
Operating margin %	12.5 %	13.8 %	(0.4)%	(14.8)%	— %	11.1 %

(a) Computed based on contribution margin.

Operating income for the three months ended March 26, 2022 remained stable at $6 million when compared to the same prior year period as higher sales prices were offset by higher raw material pulp input costs and lower sales volumes driven by lower productivity.

High-Yield Pulp

	Three Months Ended	
(in millions)	March 26, 2022	March 27, 2021
Net Sales	$ 22	$ 28
Operating income (loss)	$ —	$ (1)
Average Sales Prices ($ per metric ton):		
High-Yield Pulp (a)	$ 555	$ 474
Sales Volumes (in metric tons):		
High-Yield Pulp (a)	30	44

(a) Average sales prices and volumes for external sales only. For the three month period ended March 26, 2022 and March 27, 2021, the High-Yield Pulp segment sold 15,000 metric tons and 17,000 metric tons of high-yield pulp for $6 million and $7 million, respectively, to the Paperboard segment.

Changes in High-Yield Pulp net sales are as follows:

Three Months Ended		Changes Attributable to:		
Net Sales (in millions)	March 27, 2021	Price	Volume/Mix	March 26, 2022
High-Yield Pulp Net Sales	$ 28	$ 2	$ (8)	$ 22

Sales for the three months ended March 26, 2022 decreased $6 million compared to the three months ended March 27, 2021. High-yield pulp sales prices and volumes increased 17 percent and decreased 32 percent, respectively, during the three months ended March 26, 2022 when compared to the same prior year period. Higher sales prices were offset by lower sales volumes driven by supply chain constraints and lower productivity.

Changes in High-Yield Pulp operating income are as follows:

Three Months Ended		Gross Margin Changes Attributable to (a):				
(in millions)	March 27, 2021	Sales Price	Sales Volume/Mix	Cost	SG&A and other	March 26, 2022
Operating income	$ (1)	$ 2	$ (1)	$ —	$ —	$ —
Operating margin %	(3.6)%	6.9 %	(3.3)%	— %	— %	— %

(a) Sales Volume computed based on contribution margin.

Operating results for the first quarter ended March 26, 2022 increased $1 million when compared to the same prior year period. Higher sales prices were partially offset by lower sales volumes, driven by supply chain constraints and lower productivity.

Corporate

	Three Months Ended	
Operating Income (Loss) (in millions)	March 26, 2022	March 27, 2021
Operating loss	$ (14)	$ (11)

The operating loss for the three-month period ended March 26, 2022 increased by $3 million, when compared to the same prior year period driven primarily by an increase in variable compensation.

Liquidity and Capital Resources

Cash flows from operations, primarily driven by operating results, have historically been our primary source of liquidity and capital resources. As operating cash flows can be negatively impacted by fluctuations in market prices for our commodity products as well as changes in demand for our products, we maintain a key focus on cash, managing working capital closely and optimizing the timing and level of our capital expenditures.

As of March 26, 2022, we are in compliance with all financial and other customary covenants. We believe our future cash flows from operations and availability under our ABL Credit Facility, as well as our ability to access the capital markets, if necessary or desirable, will be adequate to fund our operations and anticipated long-term funding requirements, including capital expenditures, defined benefit plan contributions, and repayment of debt maturities.

The non-guarantor subsidiaries had assets of $841 million, year-to-date revenue of $61 million, covenant EBITDA for the last twelve months is a $17 million loss and liabilities of $264 million as of March 26, 2022.

On September 6, 2019, our Board of Directors suspended our quarterly common stock dividend. No dividends have been declared since. The declaration and payment of future common stock dividends, if any, will be at the discretion of the Board of Directors and will be dependent upon our financial condition, results of operations, capital requirements and other factors the Board of Directors deem relevant. In addition, our debt facilities place limitations on the declaration and payment of future dividends.

On January 29, 2018, our Board of Directors authorized a $100 million common stock share buyback program. For the three months ended March 26, 2022 and March 27, 2021, we did not repurchase any common shares under this buyback program. We do not expect to utilize any further authorization in the near future.

A summary of liquidity and capital resources is shown below (in millions of dollars):

	March 26, 2022	December 31, 2021
Cash and cash equivalents (a)	$ 179	$ 253
Availability under the ABL Credit Facility (b)	100	103
Total debt (c)	925	929
Stockholders' equity	787	814
Total capitalization (total debt plus equity)	$ 1,712	$ 1,743
Debt to capital ratio	54 %	53 %

(a) Cash and cash equivalents consisted of cash, money market deposits and time deposits with original maturities of 90 days or less.

(b) Amounts available under the ABL Credit Facility fluctuate based on eligible accounts receivable and inventory levels. At March 26, 2022, we had $140 million of gross availability and net available borrowings of $100 million after taking into account standby letters of credit of approximately $40 million. In addition to the availability under the ABL Credit Facility, we have $23 million available under an accounts receivable factoring line of credit in France.

(c) See Note 7 — ***Debt and Finance Leases*** of our consolidated financial statements for additional information.

We recently announced the sale of our GreenFirst shares for approximately $43 million. Additionally, we expect to receive $21 million from tax refunds in 2022.

With our next significant maturity in early 2024, we continue to monitor the capital markets and are prepared to opportunistically refinance the Senior Notes due June 1, 2024, at the appropriate time taking into account market conditions and all other relevant factors. We are confident that by executing on our strategy we can obtain a refinancing at acceptable terms based on market conditions. We may also use a portion of our cash balances to opportunistically repay debt or assist in a holistic refinancing of our capital structure.

Cash Flows (in millions of dollars)

The following table summarizes our cash flows from operating, investing and financing activities for the three months ended:

Cash Flows Provided by (Used for):	**March 26, 2022**		**March 27, 2021**	
Operating activities-continuing operations	$	(23)	$	22
Operating activities-discontinued operations	$	(1)	$	16
Investing activities-continuing operations	$	(45)	$	(17)
Investing activities-discontinued operations	$	—	$	(3)
Financing activities	$	(4)	$	(3)

Cash flows used for operating activities of continuing operations increased by $45 million during the three months ended March 26, 2022 to a $23 million outflow when compared to the same prior year period due to changes in working capital and other items, influenced by the impact of the planned extended maintenance outage of the Jesup facility as well as the interest payment during the current period on the Senior Secured Notes, both of which had different timing in the prior period.

Cash flows used for investing activities of continuing operations increased $28 million during the three months ended March 26, 2022 when compared to the same prior year period primarily from increased capital spending related to the planned maintenance outages in the current year.

Cash flows used for financing activities increased by $1 million during the three months ended March 26, 2022 to $4 million when compared to the same prior year period. Primarily due to payments of long term debt offset by borrowing related to the bioethanol project in our Tartas facility . See Note 7 — ***Debt and Finance Leases*** and Note 12 — ***Stockholders' Equity***, to our consolidated financial statements for additional information.

Performance and Liquidity Indicators

The discussion below is presented to enhance the reader's understanding of our operating performance, liquidity, ability to generate cash and satisfy rating agency and creditor requirements. This information includes the following measures of financial results: EBITDA, adjusted EBITDA and adjusted free cash flows. These measures are not defined by U.S. Generally Accepted Accounting Principles ("GAAP") and the discussion of EBITDA, adjusted EBITDA and adjusted free cash flows is not intended to conflict with or change any of the GAAP disclosures described above. Our management uses these non-GAAP measures to compare our performance to that of prior periods for trend analyses, purposes of determining management incentive compensation and budgeting, forecasting and planning purposes. Our management considers these measures, in addition to operating income, to be important to estimate the enterprise and stockholder values of the Company, and for making strategic and operating decisions. In addition, analysts, investors and creditors use these measures when analyzing our operating performance, financial condition and cash generating ability. Our management uses EBITDA and adjusted EBITDA as performance measures and adjusted free cash flows as a liquidity measure. See **Item 2** — Note about Non-GAAP Financial Measures for limitations associated with non-GAAP measures.

EBITDA is defined by SEC rules as earnings before interest, taxes, depreciation and amortization. EBITDA is not necessarily indicative of results that may be generated in future periods.

Below is a reconciliation of Income (Loss) from Continuing Operations to EBITDA from continuing operations by segment (in millions of dollars):

Three Months Ended:	**High Purity Cellulose**	**Paperboard**	**High-Yield Pulp**	**Corporate & Other**	**Total**
March 26, 2022					
Income (loss) from continuing operations	$ (7)	$ 6	$ —	$ (23)	$ (24)
Depreciation and amortization	23	4	—	—	27
Interest expense, net	—	—	—	16	16
Income tax expense (benefit)	—	—	—	1	1
EBITDA from continuing operations	$ 16	$ 10	$ —	$ (6)	$ 20
March 27, 2021					
Income (loss) from continuing operations	$ 7	$ 6	$ —	$ (29)	$ (16)
Depreciation and amortization	28	4	1	—	33
Interest expense, net	—	—	—	15	15
Income tax expense (benefit)	—	—	—	—	—
EBITDA from continuing operations	$ 35	$ 10	$ 1	$ (14)	$ 32

EBITDA from continuing operations for the three months ended March 26, 2022 declined by $12 million when compared to the same period ended March 27, 2021, driven by higher key input costs due to inflation and lower volumes, offset by higher sales prices across all segments. For the full discussion of changes to operating income, see *Management's Discussion of Results of Operations.*

Adjusted free cash flows is defined as cash provided by operating activities of continuing operations adjusted for capital expenditures, net of proceeds from sale of assets, excluding strategic capital expenditures. Adjusted free cash flows, as defined by the Company, is a non-GAAP measure of cash generated during a period which is available for debt reduction, strategic capital expenditures and acquisitions and repurchase of the Company's common stock. Adjusted free cash flows is not necessarily indicative of the adjusted free cash flows that may be generated in future periods.

Below is a reconciliation of cash flows from operations of continuing operations to adjusted free cash flows of continuing operations for the respective periods (in millions of dollars):

	Three Months Ended	
Cash Flows from Operations to Adjusted Free Cash Flows Reconciliation	**March 26, 2022**	**March 27, 2021**
Cash provided by (used for) operating activities - continuing operations	$ (23)	$ 22
Capital expenditures (a)	(36)	(14)
Adjusted Free Cash Flows - continuing operations	$ (59)	$ 8

(a) Capital expenditures exclude strategic capital expenditures which are deemed discretionary by management. Strategic expenditures for the first three months of 2022 were approximately $9 million. Strategic capital expenditures for the same period of 2021 were approximately $2 million.

Adjusted free cash flows of continuing operations declined due to changes in working capital and other items as well as higher capital expenditures. For the full discussion of operating cash flows, see *Management's Discussion and Analysis of Cash Flows.*

Contractual Financial Obligations and Off-Balance Sheet Arrangements

We have no material changes outside the ordinary course of business to the Contractual Financial Obligations table as presented in Item 7 — *Management's Discussion and Analysis of Financial Condition and Results of Operations* in our 2021 Annual Report on Form 10-K.

See Note 18 — ***Commitments and Contingencies*** for details on our letters of credit and surety bonds as of March 26, 2022.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Market and Other Economic Risks

We are exposed to various market risks, primarily changes in interest rates, currency and commodity prices. Our objective is to minimize the economic impact of these market risks. We may use derivatives in accordance with policies and procedures approved by the Audit Committee of our Board of Directors. Derivatives are managed by a senior executive committee whose responsibilities include initiating, managing and monitoring resulting exposures. See Note 9 — *Derivative Instruments* for additional information.

We manage our foreign currency exposures by balancing certain assets and liabilities denominated in foreign currencies. We previously have, and may do so again, used foreign currency forward contracts to manage these exposures. The principal objective of such contracts is to minimize the potential volatility and financial impact of changes in foreign currency exchange rates. We do not utilize financial instruments for trading or other speculative purposes.

The prices, sales volumes and margins of the commodity products of our High Purity Cellulose segment and all the products of the High-Yield Pulp segment have historically been cyclically affected by economic and market shifts, fluctuations in capacity, and changes in foreign currency exchange rates. In general, these products are commodities that are widely available from other producers; because these products have few distinguishing qualities from producer to producer, competition is based primarily on price, which is determined by supply relative to demand. The overall levels of demand for the products we manufacture, and consequently our sales and profitability, reflect fluctuations in end user demand. Our cellulose specialties product prices are impacted by market supply and demand, raw material and processing costs, changes in global currencies and other factors. While these prices are not directly correlated to commodity dissolving wood pulp and paper pulp prices, changes in commodity dissolving wood pulp and paper pulp prices may impact competitors' actions which can lead to an impact in prices for cellulose specialties products. In addition, slightly over half of our cellulose specialties contracted volumes are under multi-year contracts that expire between 2022 and 2024.

As of March 26, 2022, we had $2 million of variable rate debt which is subject to interest rate risk. At this borrowing level, a hypothetical one-percentage point increase/decrease in interest rates would result in an immaterial increase/decrease in interest payments and expense over a 12-month period.

The fair market value of our long-term fixed interest rate debt is also subject to interest rate risk. However, we intend to hold most of our debt until maturity. The estimated fair value of our fixed-rate debt at March 26, 2022 was $935 million compared to the $922 million carrying value of principal amount. We use quoted market prices to estimate the fair value of our fixed-rate debt. Generally, the fair market value of fixed-rate debt will increase as interest rates fall and decrease as interest rates rise.

We may periodically enter into commodity forward contracts to fix some of our energy costs that are subject to price volatility caused by weather, supply conditions, political and economic variables and other unpredictable factors. Such forward contracts partially mitigate the risk of changes to our gross margins resulting from an increase or decrease in these costs. Forward contracts which are derivative instruments are reported in the consolidated balance sheets at their fair values, unless they qualify for the normal purchase normal sale ("NPNS") exception and such exception has been elected. If the NPNS exception is elected, the fair values of such contracts are not recognized on the balance sheet.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

Our management is responsible for establishing and maintaining adequate disclosure controls and procedures. Disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934 (the "Exchange Act")), are designed with the objective of ensuring that information required to be disclosed in reports filed under the Exchange Act, such as this quarterly report on Form 10-Q, is (1) recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and (2) accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Because of the inherent limitations in all control systems, no control evaluation can provide absolute assurance that all control exceptions and instances of fraud have been prevented or detected on a timely basis. Even systems determined to be effective can provide only reasonable assurance their objectives are achieved.

Based on an evaluation of our disclosure controls and procedures as of the end of the period covered by this quarterly report on Form 10-Q, our management, including the Chief Executive Officer and Chief Financial Officer, concluded the design and operation of the disclosure controls and procedures were effective as of March 26, 2022.

During the quarter ended March 26, 2022, based upon the evaluation required by paragraph (d) of SEC Rule 13a-15, there were no changes in our internal control over financial reporting that would materially affect or are reasonably likely to materially affect our internal control over financial reporting.

Part II. Other Information

Item 1. Legal Proceedings

The Company is engaged in various legal and regulatory actions and proceedings, and has been named as a defendant in various lawsuits and claims arising in the ordinary course of its business. While the Company has procured reasonable and customary insurance covering risks normally occurring in connection with its businesses, the Company has in certain cases retained some risk through the operation of self-insurance, primarily in the areas of workers' compensation, property insurance, business interruption and general liability. While there can be no assurance, the ultimate outcome of these actions, either individually or in the aggregate, is not expected to have a material adverse effect on the Company's financial position, results of operations or cash flows.

Item 1A. Risk Factors

There have been no material changes to the risk factors previously disclosed in Part I, Item 1A, of our 2021 Annual Report on Form 10-K during the period covered by this report.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Issuer Purchases of Equity Securities

The following table provides information regarding our purchases of Rayonier Advanced Materials common stock during the quarter ended March 26, 2022:

Period	Total Number of Shares Purchased (b)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (a)
January 1 to January 29	—	$ —	—	$ 60,294,000
January 30 to February 26	3,395	$ 5.51	—	$ 60,294,000
February 27 to March 26	58,784	$ 5.76	—	$ 60,294,000
Total	62,179		—	

(a) As of March 26, 2022, approximately $60 million of share repurchase authorization remains under the authorization declared by the Board of Directors on January 29, 2018.

(b) Repurchased to satisfy the tax withholding requirements related to the issuance of stock under the Rayonier Advanced Materials Incentive Stock Plan.

Item 6. Exhibits

3.1	Amended and Restated Certificate of Incorporation of Rayonier Advanced Materials Inc.	Incorporated herein by reference to Exhibit 3.1 to the Registrant's Form 8-K filed on June 30, 2014
3.2	Certificate of Designations of 8.00% Series A Mandatory Convertible Preferred Stock of Rayonier Advanced Materials Inc., filed with the Secretary of State of the State of Delaware and effective August 10, 2016	Incorporated herein by reference to Exhibit 3.1 to the Registrant's Form 8-K filed on August 10, 2016
3.3	Amended and Restated Bylaws of Rayonier Advanced Materials Inc	Incorporated herein by reference to Exhibit 3.2 to the Registrant's Form 8-K filed on June 30, 2014
3.4	Certificate of Designations of Series A Junior Participating Preferred Stock	Incorporated herein by reference to Exhibit 3.1 to the Registrant's Form 8-K filed on March 21, 2022
4.1	Rights Agreement dated as of March 21, 2022, between Rayonier Advanced Materials Inc. and Computershare Trust Company, N.A., which includes the form of Certificate of Designations as Exhibit A, the form of Right Certificate as Exhibit B and the Summary of Rights to Purchase Preferred Shares as Exhibit C	Incorporated herein by reference to Exhibit 4.1 to the Registrant's Form 8-K filed on March 21, 2022
10.1	Form of Rayonier Advanced Materials Inc. 2022 Restricted Stock Unit Award Agreement**	Filed herewith
10.2	Form of Rayonier Advanced Materials Inc. 2022 Performance Share Unit Award Agreement**	Filed herewith
10.3	Form of Rayonier Advanced Materials Inc. 2022 Performance Cash Unit Award Agreement**	Filed herewith
10.4	Form of Rayonier Advanced Materials Inc. 2022 Leveraged Performance Unit Award Agreement**	Filed herewith
31.1	Chief Executive Officer's Certification Pursuant to Rule 13a-14(a)/15d-14(a) and pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	Filed herewith
31.2	Chief Financial Officer's Certification Pursuant to Rule 13a-14(a)/15d-14(a) and pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	Filed herewith
32	Certification of Periodic Financial Reports Under Section 906 of the Sarbanes-Oxley Act of 2002	Furnished herewith
101	The following financial information from our Quarterly Report on Form 10-Q for the three months ended March 26, 2022 formatted in Extensible Business Reporting Language ("XBRL"), includes: (i) the Condensed Consolidated Statements of Income (Loss) and Comprehensive Income (Loss) for the Three Months Ended March 26, 2022 and March 27, 2021; (ii) the Condensed Consolidated Balance Sheets as of March 26, 2022 and December 31, 2021; (iii) the Condensed Consolidated Statements of Cash Flows for the three months Ended March 26, 2022 and March 27, 2021 and (iv) the Notes to Condensed Consolidated Financial Statements	Filed herewith
104	Cover Page Interactive Data File - formatted as Inline XBRL and contained in Exhibit 101	

** Management contract or compensatory plan.

Signature

Pursuant to the requirements 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.

Rayonier Advanced Materials Inc.
(Registrant)

By: /s/ MARCUS J. MOELTNER

Marcus J. Moeltner
Chief Financial Officer and
Senior Vice President, Finance
(Duly Authorized Officer and Principal Financial Officer)

Date: May 5, 2022

Rayonier Advanced Materials Inc.
2022 Restricted Stock Unit Award Agreement

This agreement ("Award Agreement") is entered into by and between Rayonier Advanced Materials Inc., a corporation organized under the laws of the State of Delaware, with its principal office at 1301 Riverplace Boulevard, Suite 2300, Jacksonville, FL 32207 (the "Company"), and the undersigned qualified individual ("Participant"), pursuant to the Rayonier Advanced Materials Inc. 2021 Incentive Stock Plan, as amended (the "Plan"), as of this 1st day of March 2022 (the "Effective Date").

W I T N E S S E T H :

WHEREAS, the Compensation and Management Development Committee of the Company's Board of Directors, in its capacity as the Committee under the Plan (the "Committee"), desires to advance the best interests of the Company by recognizing the achievements of Participant and Participant's continued responsibilities;

WHEREAS, the Committee has expressed an intention to grant to Participant Restricted Stock Units, as defined in the Plan ("Units"), with such Units to vest as provided in this Award Agreement, provided Participant remains continuously employed by the Company from the date hereof through the Vesting Date, and otherwise subject to all terms and conditions of this Award Agreement, the Plan and any Appendix (the "Award"); and

WHEREAS, this Award Agreement is being entered into to convey the Award of Units to Participant.

NOW THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. <u>Definitions</u>
All capitalized terms not expressly defined in this Award Agreement and used herein shall have the same meaning set forth in the Plan, a copy of which has been provided to Participant.

2. <u>Award of Units; Vesting</u>

(a) <u>Award</u>. Participant is hereby awarded ___ Restricted Stock Units, subject in all respects to the terms of this Award Agreement and the Plan, as of the Effective Date.

(b) <u>Vesting</u>. Participant shall become vested with respect to, and thereupon have a non-forfeitable right to, the shares of Stock underlying the Units granted pursuant to Section 2(a) on March 1, 2025, subject to possible Accelerated Vesting under Section 2(d) below, *provided that*, Participant shall have remained continuously in the employ of the Company (or any Participating Company) from the Effective Date through such vesting date (herein referred to as the "Vesting Date").

(c) Termination of Employment. Except as provided in Section 2(d), if Participant's employment with the Company or any Participating Company, as applicable, is terminated for any reason before the Vesting Date, then all of the Units subject to this Award Agreement, and all dividend equivalents and accrued earnings thereon, if any, shall immediately be forfeited to the Company, and Participant shall have no further rights to such Units, the underlying shares of Stock or any dividend equivalents or accrued earnings thereon from and after the date of such termination.

(d) Accelerated Vesting. Subject to and in accordance with the provisions of the Plan and Section 5(e) of this Agreement, the Committee may, in its sole discretion, provide for accelerated vesting of all or a portion of the Award in the event of Participant's death, Total Disability or Retirement or in connection with a Change in Control or in other special circumstances. Any vesting event that occurs pursuant to this Section 2(d) is referred to herein as "Accelerated Vesting."

(e) Withholding Taxes. On the Vesting Date, or at any other time when withholding is required under the Code or under the applicable provisions of any Applicable Law, including any federal, provincial, state or local law, relating to the withholding of tax or other required deductions, including on the amount, if any, includable in the income of Participant, the Company shall have the right to require Participant to pay to the Company the amount of taxes that the Company is required to withhold as a condition precedent to the payment of the Award. In the Committee's discretion, the Company shall have the right to retain, or sell without notice, a sufficient number of shares of Stock underlying the then vesting Units held by Participant to cover the amount required to be withheld, or to withhold such amount from any other amounts due to Participant by the Company, subject to Applicable Law. The Committee may, in its discretion, require or permit Participant to elect, subject to such conditions as the Committee shall impose, (i) to have shares of Stock otherwise issuable pursuant to the Award withheld by the Company or (ii) to deliver to the Company previously acquired shares of Stock (through actual tender or attestation), in either case for the greatest number of whole shares having a Fair Market Value on the date immediately preceding the Vesting Date not in excess of the amount to be used for tax withholding, in the Committee's discretion, subject to Applicable Law. The Company may deduct from all dividend equivalents paid with respect to vested Units granted hereunder, and from any earnings deemed accrued thereon as hereinafter provided, the amount of taxes, if any, that the Company is required to withhold with respect to such amounts.

3. Restrictions; Stockholder Rights; Dividends

(a) Sale; Exchange, etc. Participant acknowledges and agrees that prior to the Vesting Date the Units are subject to a restriction against sale, exchange, hypothecation, assignment, transfer (including by gift), pledge or other encumbrance (each, a "Transfer"), except as provided in Section 17(f) of the Plan with the prior written consent of the Committee, which consent shall require of the proposed transferee an undertaking to be bound by the terms of this Award Agreement, including forfeiture upon the termination of the employment of Participant before the Vesting Date. Any Transfer of vested Units shall only be undertaken in compliance with Applicable Law, including applicable securities laws and Company policies. Participant acknowledges that Participant will continue to be subject to any applicable provisions of the Plan, including without limitation Sections 15 and 16, notwithstanding the vesting or Transfer of any such Units.

(b) Stockholder Rights. Participant, as the owner of Units granted hereunder, shall not have any rights of a stockholder, including but not limited to, the right to vote or, subject to Section 3(c) below, the right to receive dividends until the issuance of Stock to Participant in respect of such Award.

(c) Dividend Equivalents.

(i) Dividends Accumulated. In the event a cash dividend is declared and paid with respect to the Stock, a dividend equivalent equal to the per share amount of such dividend shall be credited on all Units underlying the Award and outstanding on the record date for such dividend. Any such dividend equivalents and any accrued earnings thereon, as provided for in Section 3(c)(ii) below, shall be accumulated and credited to an account for Participant and shall be subject to the same terms and conditions, including vesting restrictions, as the underlying Units with respect to which the dividend equivalents are credited. Any dividend equivalents, plus any accrued earnings thereon, that are earned and not forfeited shall be paid in cash on the Payout Date (as provided in Section 3(c)(iii) below).

(ii) Interest on Withheld Cash Dividends. Participant shall be credited and paid a cash amount equal to the amount of interest that would have accrued on all dividend equivalents accumulated under Section 3(c)(i) and paid in cash in respect of Stock vested on the Vesting Date, had all such dividend equivalents earned interest at a rate equal to prime rate as reported in the Wall Street Journal, adjusted and compounded annually, from the date such cash dividends were paid by the Company on the Stock.

(iii) Payout Date. The date of payment to Participant (the “Payout Date”) of dividend equivalents and accrued earnings thereon, if any, shall be not later than fifteen (15) days following the Vesting Date.

(iv) Unfunded Obligation. Insofar as this Section 3(c) provides for payments to Participant in cash, this obligation shall be unfunded and, in particular, the Company shall not be obligated to segregate amounts in respect of the dividend equivalents earned on the Stock or any amount in respect of interest deemed to accrue hereunder. Although bookkeeping accounts may be established with respect to Participant by virtue of the operations of this Section 3(c), any such accounts are merely a bookkeeping convenience. Any liability of the Company to Participant shall be based solely upon the contractual obligation arising under this Award Agreement.

4. Conformity with Securities Laws

The grant of Units hereunder (and any transfers thereof) is subject to compliance with all applicable securities laws. Participant hereby represents to the Company that Participant is acquiring the Units, and any underlying shares of Stock to which Participant may become entitled upon vesting of such Units, for investment purposes only and not with a view to the distribution thereof. The book entries or certificates, as applicable, representing Stock issued by the Company pursuant to this Award Agreement may reflect or bear a legend describing the restrictions on resale thereof under applicable securities laws, and stop transfer orders with respect to any such shares may be entered in the stock transfer records of the Company.

5. Miscellaneous

(a) Assignments and Transfers. The rights and interests of Participant under this Award Agreement may not be assigned, encumbered or transferred, except as provided for in this Award Agreement and the Plan.

(b) No Right to Employment. Neither this Award Agreement nor any action taken hereunder shall be construed as giving Participant any right to be retained in the employ of any Participating Company.

(c) Headings. The headings contained in this Award Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Award Agreement.

(d) Consistency with the Plan. The provisions of the Plan are incorporated herein by reference and shall govern as to all matters not expressly provided for in this Award Agreement. This Award Agreement is subject to all the provisions of the Plan. It is expressly agreed and understood that in the case of any inconsistency between the provisions of this Award Agreement and the Plan, the provisions of the Plan shall control, as determined in the sole judgment of the Committee.

(e) Code Section 409A. Although the Company does not guarantee to Participant any particular tax treatment relating to the Award, it is intended that the Award be exempt from Code Section 409A and the regulations and guidance promulgated thereunder, specifically including the short-term deferral exception set forth in Treasury Regulation Section 1.409A-1(b)(4), and this Award Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Code Section 409A. Notwithstanding anything herein to the contrary, in no event shall the Company be liable for any additional tax, interest or penalties that may be imposed on Participant by virtue of Code Section 409A or any damages for failing to comply with Code Section 409A.

(f) Choice of Law; Venue. This Award and Award Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida (other than its conflict of law principles). Participant consents to the exclusive venue and jurisdiction of the state and federal courts located in Florida and waives any objection based on lack of jurisdiction or inconvenient forum.

(g) Clawback. The Award and any shares of Stock delivered pursuant to the Award are subject to forfeiture, recovery by the Company or other similar action pursuant to applicable Plan provisions and any applicable clawback or recoupment policy of the Company, as may be in effect from time to time, or as otherwise required by law.

(h) Amendment; Waiver. This Award Agreement may be amended or modified at any time by an instrument in writing signed by the parties to this Agreement. The failure of the Company to enforce at any time any provision of this Award Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.

(i) Electronic Delivery and Acceptance. The Company may, in its sole discretion, elect to deliver any documents related to current or future participation in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

(j) No Advice Regarding Award. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying shares of Stock. Participant is hereby advised to consult with his or her personal tax, legal and financial advisors regarding participation in the Plan before taking any action related to the Plan.

(k) Applicable Law; Appendix. Notwithstanding any provisions in this Award Agreement, the Award shall be subject to Applicable Law and any special terms and conditions set forth in any appendix to this Agreement specific to any country outside of the U.S., which appendix shall constitute part of this Award Agreement. Moreover, if Participant relocates to a different country, any special terms and conditions in the applicable appendix for such other country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with Applicable Law or facilitate the administration of the Plan in such country.

IN WITNESS WHEREOF, the undersigned have caused this Award Agreement to be executed and delivered on the Effective Date first above written.

PARTICIPANT RAYONIER ADVANCED MATERIALS INC.

Sign personalized document Sign personalized document

Name: ___________________ Jay Posze
Employee ID: _____________ Chief Administrative Officer
and SVP, Human Resources

Appendix

Canada

1. Nature of the Grant. In accepting the Award, Participant acknowledges that:

   a. the Plan is established voluntarily by the Company, is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time;
   b. the grant of the Award is voluntary and occasional and does not create any contractual or other right to receive future awards under the Plan, or benefits in lieu of awards under the Plan, even if awards under the Plan have been granted repeatedly in the past;
   c. all decisions with respect to future awards, if any, will be at the sole discretion of the Company;
   d. Participant is voluntarily participating in the Plan. Participant (i) has reviewed the terms and conditions of the Plan, the Award Agreement and this Appendix and understands his or her rights, restrictions and obligations thereunder, and (ii) has been afforded the opportunity to obtain counsel and advice with respect to the Plan, the Award Agreement and this Appendix;
   e. the Award and the shares of Stock subject to the Award are an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company or other Participating Company which employs Participant ("Employer"), and which is outside the scope of Participant's employment contract, if any;
   f. the Award and the shares of Stock subject to the Award are not intended to replace any pension rights or compensation;
   g. the Award and the shares of Stock subject to the Award are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the Employer or any Participating Company, except as may be required by applicable employment standards legislation;
   h. the Award and Participant's participation in the Plan will not be interpreted to form an employment contract or relationship with the Company or any Participating Company;
   i. the future value of the underlying shares of Stock is unknown and cannot be predicted with certainty;
   j. in consideration of the grant of the Award, no claim or entitlement to compensation or damages shall arise from forfeiture of the Award resulting from termination of Participant's employment with the Company or the Employer (for any reason whatsoever and whether or not in breach of local Applicable Law) and Participant irrevocably releases the Company and the Employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, Participant shall be deemed irrevocably to have waived his or her entitlement to pursue such claim;

k. for purposes of the Plan and this Award, Participant's employment shall be considered to have terminated effective on the later of (i) the last day of Participant's actual and active employment with the Company (or any Participating Company), whether such date is selected by agreement, unilaterally by the Company (or any Participating Company) and whether with or without advance notice to Participant; and (ii) the end of the minimum notice period during which benefits must be continued pursuant to applicable employment standards legislation. For the avoidance of doubt, no period of notice or payment in lieu of notice (except in the case of (ii) above) that is given or that ought to have been given under statute, contract, civil law, common law in respect of such termination of employment that follows or is in respect of a period after Participant's last day of actual and active employment shall be considered as extending the period of employment for the purpose of determining Participant's entitlements under the Plan and this Award; and
l. the Award and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, takeover or transfer of liability, except as provided under local Applicable Law.

2. Currency Fluctuation. Neither the Company nor any other Participating Company shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the U.S. Dollar that may affect the value of the Award, or any amounts due to Participant pursuant to the settlement of the Units or the subsequent sale of any Shares acquired upon settlement.

3. Language. Except for Quebec Participants, if Participant received this Award Agreement or any other document related to this Award or the Plan which is translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

4. Imposition of Other Requirements. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Award and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

5. French Language. Participant has expressly requested that this Award Agreement, the Plan and all documents related thereto be drafted in English. *Le participant a demandé que cette entente, le Plan et tous documents connexes soient rédigés en anglais.*[1]

6. Tax Consequences and Withholding.

a. Participant acknowledges that, regardless of any action taken by the Company or, if different, the Employer, the ultimate liability for all income tax, social insurance, payroll tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable to Participant (the "Tax-Related Items") is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant

[1] For Quebec participants only.

further acknowledges that the Company and the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting or settlement of the Units, the subsequent sale of shares acquired pursuant to such settlement and the receipt of any dividend equivalents, and (b) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Award to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

b. Notwithstanding anything in Section 2(e) of the Award Agreement to the contrary, any tax withholding obligation arising with respect to the Award may in no event be satisfied by (i) the withholding of a portion of the shares of Stock underlying the Units then vesting or (ii) delivery of previously acquired shares of Stock through actual tender or attestation. Participant authorizes the Company and/or the Employer to collect the Tax-Related Items through one of the following alternative methods: (a) withholding from Participant's wages or other cash compensation paid to Participant by the Company or any Participating Company; and/or (b) any other method approved by the Company and permitted under Applicable Law.

7. Dividend Equivalents. Notwithstanding anything in Section 3(c) or any other provision of the Award Agreement to the contrary, Participant will not be granted any right to receive dividend equivalents or any earnings thereon with respect to this Award.

Rayonier Advanced Materials Inc.
2022 Performance Share Unit Award Agreement

This agreement ("Award Agreement") is entered into by and between Rayonier Advanced Materials Inc., a corporation organized under the laws of the State of Delaware, with its principal office at 1301 Riverplace Boulevard, Suite 2300, Jacksonville, FL 32207 (the "Company"), and the undersigned qualified individual ("Participant"), pursuant to the Rayonier Advanced Materials Inc. 2021 Incentive Stock Plan, as amended (the "Plan"), as of this 1st day of March 2022 (the "Effective Date").

W I T N E S S E T H :

WHEREAS, the Compensation and Management Development Committee of the Company's Board of Directors, in its capacity as the Committee under the Plan (the "Committee"), desires to advance the best interests of the Company by recognizing the achievements of Participant and Participant's continued responsibilities;

WHEREAS, the Committee has expressed an intention to grant a performance-based stock award to Participant which shall be in the form of Restricted Stock Units, as defined in the Plan ("Performance Share Units"), with such Performance Share Units to vest as provided in this Award Agreement, provided Performance Objectives are achieved, Participant remains continuously employed by the Company from the date hereof through the Vesting Date, and otherwise subject to all terms and conditions of this Award Agreement, including Schedule A, the Plan and any appendix hereto (collectively, the "Award"); and

WHEREAS, this Award Agreement is being entered into to convey the Award of Performance Share Units to Participant.

NOW THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. Definitions
All capitalized terms not expressly defined in this Award Agreement and used herein shall have the same meaning set forth in the Plan, a copy of which has been provided to Participant.

2. Award of Stock; Vesting

(a) Stock Awarded. Participant is hereby awarded _____ Performance Share Units, representing Participant's Target Award, subject in all respects to the terms of this Award Agreement, including Schedule A, and the Plan, as of the Effective Date. Each Performance Share Unit represents the right to receive one share of Stock, if earned.

(b) Vesting. Participant shall become vested with respect to, and thereupon have a non-forfeitable right to, the shares of Stock underlying the Performance Share Units granted pursuant to Section 2(a), subject to the terms of this Award Agreement and based on achievement of the Performance Objectives measured over the specified Performance Period, as set forth in Schedule A, which is incorporated into and made part of this Award Agreement. Any Performance Share Units earned based on achievement of Performance Objectives will vest on March 1, 2025, or if later upon the certification of performance results and the number of earned shares of Stock, if any (the "Vesting Date"); *provided that*, Participant shall have remained continuously in the employ of the Company (or any Participating Company) from the Effective Date through the Vesting Date, except as provided in Section 2(c).

(c) Termination of Employment. Except as provided (i) in Schedule A with respect to Participant's termination of employment due to death, Disability or Retirement, (ii) in Section 10 of the Plan in connection with a Change in Control or (iii) by the Committee in accordance with Section 6(b) of the Plan, if Participant's employment with the Company or any Participating Company, as applicable, is terminated for any reason before the Vesting Date, then all of the Performance Share Units subject to this Award Agreement, and all dividend equivalents and accrued earnings thereon, if any, shall immediately be forfeited to the Company, and Participant shall have no further rights to such Performance Share Units, the underlying shares of Stock or any dividend equivalents or accrued earnings thereon from and after the date of such termination.

(d) Withholding Taxes. On the Vesting Date, or at any other time when withholding is required under the Code or under the applicable provisions of any Applicable Law, including any federal, provincial, state or local law, relating to the withholding of tax or other required deductions, including on the amount, if any, includable in the income of Participant, the Company shall have the right to require Participant to pay to the Company the amount of taxes that the Company is required to withhold as a condition precedent to the payment of the Award. In the Committee's discretion, the Company shall have the right to retain, or sell without notice, a sufficient number of shares of Stock underlying the then vesting Performance Share Units held by Participant to cover the amount required to be withheld, or to withhold such amount from any other amounts due to Participant by the Company, subject to Applicable Law. The Committee may, in its discretion, require or permit Participant to elect, subject to such conditions as the Committee shall impose, (i) to have shares of Stock otherwise issuable pursuant to the Award withheld by the Company or (ii) to deliver to the Company previously acquired shares of Stock (through actual tender or attestation), in either case for the greatest number of whole shares having a Fair Market Value on the date immediately preceding the Vesting Date not in excess of the amount to be used for tax withholding, in the Committee's discretion, subject to Applicable Law. The Company may deduct from all dividend equivalents paid with respect to vested Performance Share Units granted hereunder, and from any earnings deemed accrued thereon as hereinafter provided, the amount of taxes, if any, that the Company is required to withhold with respect to such amounts.

3. Restrictions; Stockholder Rights; Dividends

(a) Sale; Exchange, etc. Participant acknowledges and agrees that prior to the Vesting Date the Performance Share Units are subject to a restriction against sale, exchange, hypothecation, assignment, transfer (including by gift), pledge or other encumbrance (each, a "Transfer"), except as provided in Section 17(f) of the Plan with the prior written consent of the Committee, which consent shall require of the proposed transferee an undertaking to be bound by the terms of this Award Agreement, including forfeiture upon the termination of the employment of Participant before the Vesting Date. Any Transfer of vested Performance Share Units shall only be undertaken in compliance with Applicable Law, including applicable securities laws and Company policies. Participant acknowledges that Participant will continue to be subject to any applicable provisions of the Plan, including without limitation Sections 15 and 16, notwithstanding the vesting or Transfer of any such Performance Share Units.

(b) Stockholder Rights. Participant, as the owner of Performance Share Units granted hereunder, shall not have any rights of a stockholder, including but not limited to, the right to vote or, subject to Section 3(c) below, the right to receive dividends until the issuance of Stock to Participant in respect of such Award.

(c) Dividend Equivalents.

(i) Dividends. In the event a cash dividend is declared and paid with respect to the Stock while the Performance Stock Units are outstanding and unvested, then following the Vesting Date, Participant shall be entitled to payment of (a) dividend equivalents with respect to any shares of Stock earned and paid pursuant to this Award Agreement, and (b) accrued interest with respect to any such dividend equivalents, with such payment calculated in accordance with Schedule A. Any dividend equivalents, plus any accrued interest, that are earned pursuant to this Award shall be paid in cash on the Payout Date (as provided in Section 3(c)(ii) below). For purposes of clarity, dividend equivalents shall only be paid to the extent any shares of Stock are earned and paid pursuant to the terms of this Award Agreement, and in the event no shares of Stock are so earned or paid, then Participant will not be entitled to payment of any dividend equivalents or accrued earnings with respect to this Award.

(ii) Payout Date. The date of payment to Participant (the "Payout Date") of dividend equivalents and accrued earnings thereon, if any, shall be not later than fifteen (15) days following the Vesting Date.

(iii) Unfunded Obligation. Insofar as this Section 3(c) provides for payments to Participant in cash, this obligation shall be unfunded.

4. Conformity with Securities Laws

The grant of Performance Share Units hereunder (and any transfers thereof) is subject to compliance with all applicable securities laws. Participant hereby represents to the Company that Participant is acquiring the Performance Share Units, and any underlying shares of Stock to which Participant may become entitled upon vesting of such Performance Share Units, for investment purposes only and not with a view to the distribution thereof. The book entries or certificates, as applicable, representing Stock issued by the Company pursuant to this Award Agreement may reflect or bear a legend describing the restrictions on resale thereof under applicable securities laws, and stop transfer orders with respect to any such shares may be entered in the stock transfer records of the Company.

5. Miscellaneous

(a) Assignments and Transfers. The rights and interests of Participant under this Award Agreement may not be assigned, encumbered or transferred, except as provided for in this Award Agreement and the Plan.

(b) No Right to Employment. Neither this Award Agreement nor any action taken hereunder shall be construed as giving Participant any right to be retained in the employ of any Participating Company.

(c) Headings. The headings contained in this Award Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Award Agreement.

(d) Consistency with the Plan. The provisions of the Plan are incorporated herein by reference and shall govern as to all matters not expressly provided for in this Award Agreement. This Award Agreement, including Schedule A, is subject to all the provisions of the Plan. It is expressly agreed and understood that in the case of any inconsistency between the provisions of this Award Agreement and the Plan, the provisions of the Plan shall control, as determined in the sole judgment of the Committee.

(e) Code Section 409A. Although the Company does not guarantee to Participant any particular tax treatment relating to the Award, it is intended that the Award be exempt from Code Section 409A and the regulations and guidance promulgated thereunder, specifically including the short-term deferral exception set forth in Treasury Regulation Section 1.409A-1(b)(4), and this Award Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Code Section 409A. Notwithstanding anything herein to the contrary, in no event shall the Company be liable for any additional tax, interest or penalties that may be imposed on Participant by virtue of Code Section 409A or any damages for failing to comply with Code Section 409A.

(f) Choice of Law; Venue. This Award and Award Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida (other than its conflict of law principles). Participant consents to the exclusive venue and jurisdiction of the state and federal courts located in Florida and waives any objection based on lack of jurisdiction or inconvenient forum.

(g) Clawback. The Award and any shares of Stock delivered pursuant to the Award are subject to forfeiture, recovery by the Company or other similar action pursuant to applicable Plan provisions and any applicable clawback or recoupment policy of the Company, as may be in effect from time to time, or as otherwise required by law.

(h) Amendment; Waiver. This Award Agreement may be amended or modified at any time by an instrument in writing signed by the parties to this Agreement. The failure of the Company to enforce at any time any provision of this Award Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.

(i) Electronic Delivery and Acceptance. The Company may, in its sole discretion, elect to deliver any documents related to current or future participation in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

(j) No Advice Regarding Award. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying shares of Stock. Participant is hereby advised to consult with his or her personal tax, legal and financial advisors regarding participation in the Plan before taking any action related to the Plan.

(k) Applicable Law; Appendix. Notwithstanding any provisions in this Award Agreement, the Award shall be subject to Applicable Law and any special terms and conditions set forth in any appendix to this Agreement specific to any country outside of the U.S., which appendix shall constitute part of this Award Agreement. Moreover, if Participant relocates to a different country, any special terms and conditions in the applicable appendix for such other country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with Applicable Law or facilitate the administration of the Plan in such country.

IN WITNESS WHEREOF, the undersigned have caused this Award Agreement to be executed and delivered on the Effective Date first above written.

PARTICIPANT RAYONIER ADVANCED MATERIALS INC.

Sign personalized document Sign personalized document

Name: ____________________ Jay Posze
Employee ID: _____________ Chief Administrative Officer and SVP, Human Resources

Appendix

Canada

1. Nature of the Grant. In accepting the Award, Participant acknowledges that:
    a. the Plan is established voluntarily by the Company, is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time;
    b. the grant of the Award is voluntary and occasional and does not create any contractual or other right to receive future awards under the Plan, or benefits in lieu of awards under the Plan, even if awards under the Plan have been granted repeatedly in the past;
    c. all decisions with respect to future awards, if any, will be at the sole discretion of the Company;
    d. Participant is voluntarily participating in the Plan. Participant (i) has reviewed the terms and conditions of the Plan, the Award Agreement and this Appendix and understands his or her rights, restrictions and obligations thereunder, and (ii) has been afforded the opportunity to obtain counsel and advice with respect to the Plan, the Award Agreement and this Appendix;
    e. the Award and the shares of Stock subject to the Award are an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company or other Participating Company which employs Participant ("Employer"), and which is outside the scope of Participant's employment contract, if any;
    f. the Award and the shares of Stock subject to the Award are not intended to replace any pension rights or compensation;
    g. the Award and the shares of Stock subject to the Award are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the Employer or any Participating Company, except as may be required by applicable employment standards legislation;
    h. the Award and Participant's participation in the Plan will not be interpreted to form an employment contract or relationship with the Company or any Participating Company;
    i. the future value of the underlying shares of Stock is unknown and cannot be predicted with certainty;
    j. in consideration of the grant of the Award, no claim or entitlement to compensation or damages shall arise from forfeiture of the Award resulting from termination of Participant's employment with the Company or the Employer (for any reason whatsoever and whether or not in breach of local Applicable Law) and Participant irrevocably releases the Company and the Employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, Participant shall be deemed irrevocably to have waived his or her entitlement to pursue such claim;
    k. for purposes of the Plan and this Award, Participant's employment shall be considered to have terminated effective on the later of (i) the last day of Participant's actual and active employment with the Company (or any Participating Company), whether such date is selected by agreement, unilaterally by the Company (or any Participating Company) and whether with or without advance notice to Participant; and (ii) the end of the minimum notice period during which benefits must be continued pursuant to applicable employment standards legislation. For the avoidance of doubt, no period of notice or payment in lieu of notice (except in the case of (ii) above) that is given or that ought to have been given under statute, contract, civil law, common law in respect of

such termination of employment that follows or is in respect of a period after Participant's last day of actual and active employment shall be considered as extending the period of employment for the purpose of determining Participant's entitlements under the Plan and this Award; and

l. the Award and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, takeover or transfer of liability, except as provided under local Applicable Law.

2. Currency Fluctuation. Neither the Company nor any other Participating Company shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the U.S. Dollar that may affect the value of the Award, or any amounts due to Participant pursuant to the settlement of the Units or the subsequent sale of any Shares acquired upon settlement.

3. Language. Except for Quebec Participants, if Participant received this Award Agreement or any other document related to this Award or the Plan which is translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

4. Imposition of Other Requirements. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Award and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

5. French Language. Participant has expressly requested that this Award Agreement, the Plan and all documents related thereto be drafted in English. *Le participant a demandé que cette entente, le Plan et tous documents connexes soient rédigés en anglais.*[1]

6. Tax Consequences and Withholding.

a. Participant acknowledges that, regardless of any action taken by the Company or, if different, the Employer, the ultimate liability for all income tax, social insurance, payroll tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable to Participant (the "Tax-Related Items") is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company and the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting or settlement of the Units, the subsequent sale of shares acquired pursuant to such settlement and the receipt of any dividend equivalents, and (b) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Award to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

b. Notwithstanding anything in Section 2(e) of the Award Agreement to the contrary, any tax withholding obligation arising with respect to the Award may in no event be satisfied

[1] For Quebec participants only.

by (i) the withholding of a portion of the shares of Stock underlying the Units thenvesting or (ii) delivery of previously acquired shares of Stock through actual tender or attestation. Participant authorizes the Company and/or the Employer to collect the Tax-Related Items through one of the following alternative methods: (a) withholding from Participant's wages or other cash compensation paid to Participant by the Company or any Participating Company; and/or (b) any other method approved by the Company and permitted under Applicable Law.

Rayonier Advanced Materials Inc.
2022 Performance Cash Unit Award Agreement

This agreement (“Award Agreement”) is entered into by and between Rayonier Advanced Materials Inc., a corporation organized under the laws of the State of Delaware, with its principal office at 1301 Riverplace Boulevard, Suite 2300, Jacksonville, FL 32207 (the "Company"), and the undersigned qualified individual ("Participant"), pursuant to the Rayonier Advanced Materials Inc. 2021 Incentive Stock Plan, as amended (the "Plan"), as of this 1st day of March 2022 (the “Effective Date”).

W I T N E S S E T H :

WHEREAS, the Compensation and Management Development Committee of the Company's Board of Directors, in its capacity as the Committee under the Plan (the "Committee"), desires to advance the best interests of the Company by recognizing the achievements of Participant and Participant’s continued responsibilities;

WHEREAS, the Committee has expressed an intention to grant a performance-based cash award to Participant which shall be in the form of cash-settled units ("Performance Cash Units"), with such Performance Cash Units to vest as provided in this Award Agreement, provided Performance Objectives are achieved, Participant remains continuously employed by the Company from the date hereof through the Vesting Date, and otherwise subject to all terms and conditions of this Award Agreement, including Schedule A, the Plan and any appendix hereto (collectively, the “Award”); and

WHEREAS, this Award Agreement is being entered into to convey the Award of Performance Cash Units to Participant.

NOW THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. Definitions
All capitalized terms not expressly defined in this Award Agreement and used herein shall have the same meaning set forth in the Plan, a copy of which has been provided to Participant.

2. Award of Units; Vesting

(a) Units Awarded. Participant is hereby awarded ___ Performance Cash Units, representing Participant’s Target Award, subject in all respects to the terms of this Award Agreement, including Schedule A, and the Plan, as of the Effective Date. Each Performance Cash Unit under this Award Agreement, if earned, represents the right to receive a cash payment equal to $1 on the Vesting Date.

(b) Vesting. Participant shall become vested with respect to, and thereupon have a non-forfeitable right to, the cash payment underlying the Performance Cash Units granted pursuant to Section 2(a), subject to the terms of this Award Agreement and based on achievement of the Performance Objectives measured over the specified Performance Period, as set forth in Schedule A, which is incorporated into and made part of this Award Agreement. Any Performance Cash Units earned based on achievement of Performance Objectives will vest on March 1, 2025, or if later upon the certification of performance results and the number of earned Performance Cash Units, if any (the “Vesting Date”); *provided that*, Participant shall have remained continuously in the employ of the Company (or any Participating Company) from the Effective Date through the Vesting Date, except as provided in Section 2(c).

(c) Termination of Employment. Except as provided (i) in Schedule A with respect to Participant's termination of employment due to death Disability or Retirement, (ii) in Section 10 of the Plan in connection with a Change in Control or (iii) by the Committee in accordance with Section 6(b) of the Plan, if Participant's employment with the Company or any Participating Company, as applicable, is terminated for any reason before the Vesting Date, then all of the Performance Cash Units subject to this Award Agreement shall immediately be forfeited to the Company, and Participant shall have no further rights to such Performance Cash Units or the underlying cash from and after the date of such termination.

(d) Withholding Taxes. On the Vesting Date, or at any other time when withholding is required under the Code or under the applicable provisions of any Applicable Law, including any federal, provincial, state or local law, relating to the withholding of tax or other required deductions, including on the amount, if any, includable in the income of Participant, the Company shall have the right to require Participant to pay to the Company the amount of taxes that the Company is required to withhold as a condition precedent to the payment of the Award. In the Committee's discretion, the Company shall have the right to retain a sufficient amount of cash underlying the then vesting Performance Cash Units held by Participant to cover the amount required to be withheld, or to withhold such amount from any other amounts due to Participant by the Company, subject to Applicable Law.

3. Restrictions; Stockholder Rights

(a) Sale; Exchange, etc. Participant acknowledges and agrees that prior to the Vesting Date the Performance Cash Units are subject to a restriction against sale, exchange, hypothecation, assignment, transfer (including by gift), pledge or other encumbrance (each, a "Transfer"), except as provided in Section 17(f) of the Plan with the prior written consent of the Committee, which consent shall require of the proposed transferee an undertaking to be bound by the terms of this Award Agreement, including forfeiture upon the termination of the employment of Participant before the Vesting Date. Any Transfer of vested Performance Cash Units shall only be undertaken in compliance with Applicable Law, including applicable securities laws and Company policies. Participant acknowledges that Participant will continue to be subject to any applicable provisions of the Plan, including without limitation Sections 15 and 16, notwithstanding the vesting or Transfer of any such Performance Cash Units.

(b) Stockholder Rights. Participant, as the owner of Performance Cash Units granted hereunder, shall not have any rights of a stockholder, including but not limited to, the right to vote or the right to receive dividends. No dividend equivalents will be credited with respect to this Award.

4. Miscellaneous

(a) Assignments and Transfers. The rights and interests of Participant under this Award Agreement may not be assigned, encumbered or transferred, except as provided for in this Award Agreement and the Plan.

(b) No Right to Employment. Neither this Award Agreement nor any action taken hereunder shall be construed as giving Participant any right to be retained in the employ of any Participating Company.

(c) Headings. The headings contained in this Award Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Award Agreement.

(d) Consistency with the Plan. The provisions of the Plan are incorporated herein by reference and shall govern as to all matters not expressly provided for in this Award Agreement. This Award Agreement, including Schedule A, is subject to all the provisions of the Plan. It is expressly agreed and understood that in the case of any inconsistency between the provisions of this Award Agreement and the Plan, the provisions of the Plan shall control, as determined in the sole judgment of the Committee.

(e) Code Section 409A. Although the Company does not guarantee to Participant any particular tax treatment relating to the Award, it is intended that the Award be exempt from Code Section 409A and the regulations and guidance promulgated thereunder, specifically including the short-term deferral exception set forth in Treasury Regulation Section 1.409A-1(b)(4), and this Award Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Code Section 409A. Notwithstanding anything herein to the contrary, in no event shall the Company be liable for any additional tax, interest or penalties that may be imposed on Participant by virtue of Code Section 409A or any damages for failing to comply with Code Section 409A.

(f) Choice of Law; Venue. This Award and Award Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida (other than its conflict of law principles). Participant consents to the exclusive venue and jurisdiction of the state and federal courts located in Florida and waives any objection based on lack of jurisdiction or inconvenient forum.

(g) Clawback. The Award and any cash payment delivered pursuant to the Award are subject to forfeiture, recovery by the Company or other similar action pursuant to applicable Plan provisions and any applicable clawback or recoupment policy of the Company, as may be in effect from time to time, or as otherwise required by law.

(h) Amendment; Waiver. This Award Agreement may be amended or modified at any time by an instrument in writing signed by the parties to this Agreement. The failure of the Company to enforce at any time any provision of this Award Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.

(i) Electronic Delivery and Acceptance. The Company may, in its sole discretion, elect to deliver any documents related to current or future participation in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an online or electronic system established and maintained by the Company or a third party designated by the Company.

(j) No Advice Regarding Award. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition of cash pursuant to this Award. Participant is hereby advised to consult with his or her personal tax, legal and financial advisors regarding participation in the Plan before taking any action related to the Plan.

(k) Applicable Law; Appendix. Notwithstanding any provisions in this Award Agreement, the Award shall be subject to Applicable Law and any special terms and conditions set forth in any appendix to this Agreement specific to any country outside of the U.S., which appendix shall constitute part of this Award Agreement. Moreover, if Participant relocates to a different country, any special terms and conditions in the applicable appendix for such other country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with Applicable Law or facilitate the administration of the Plan in such country.

(l) Unfunded Obligation. The Company's obligation to make payments to Participant in cash pursuant to this Award Agreement shall be unfunded.

IN WITNESS WHEREOF, the undersigned have caused this Award Agreement to be executed and delivered on the Effective Date first above written.

PARTICIPANT RAYONIER ADVANCED MATERIALS INC.

Sign personalized document Sign personalized document

Name: ___________________ Jay Posze
Employee ID: _____________ Chief Administrative Officer and
SVP, Human Resources

Appendix

Canada

1. Nature of the Grant. In accepting the Award, Participant acknowledges that:
    a. the Plan is established voluntarily by the Company, is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time;
    b. the grant of the Award is voluntary and occasional and does not create any contractual or other right to receive future awards under the Plan, or benefits in lieu of awards under the Plan, even if awards under the Plan have been granted repeatedly in the past;
    c. all decisions with respect to future awards, if any, will be at the sole discretion of the Company;
    d. Participant is voluntarily participating in the Plan. Participant (i) has reviewed the terms and conditions of the Plan, the Award Agreement and this Appendix and understands his or her rights, restrictions and obligations thereunder, and (ii) has been afforded the opportunity to obtain counsel and advice with respect to the Plan, the Award Agreement and this Appendix;
    e. the Award and the shares of Stock subject to the Award are an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company or other Participating Company which employs Participant ("Employer"), and which is outside the scope of Participant's employment contract, if any;
    f. the Award and the shares of Stock subject to the Award are not intended to replace any pension rights or compensation;
    g. the Award and the shares of Stock subject to the Award are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the Employer or any Participating Company, except as may be required by applicable employment standards legislation;
    h. the Award and Participant's participation in the Plan will not be interpreted to form an employment contract or relationship with the Company or any Participating Company;
    i. the future value of the underlying shares of Stock is unknown and cannot be predicted with certainty;
    j. in consideration of the grant of the Award, no claim or entitlement to compensation or damages shall arise from forfeiture of the Award resulting from termination of Participant's employment with the Company or the Employer (for any reason whatsoever and whether or not in breach of local Applicable Law) and Participant irrevocably releases the Company and the Employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, Participant shall be deemed irrevocably to have waived his or her entitlement to pursue such claim;
    k. for purposes of the Plan and this Award, Participant's employment shall be considered to have terminated effective on the later of (i) the last day of Participant's actual and active employment with the Company (or any Participating Company), whether such date is selected by agreement, unilaterally by the Company (or any Participating Company) and whether with or without advance notice to Participant; and (ii) the end of the minimum notice period during which benefits must be continued pursuant to applicable employment standards legislation. For the avoidance of doubt, no period of notice or payment in lieu of notice (except in the case of (ii) above) that is given or that

ought to have been given under statute, contract, civil law, common law in respect of such termination of employment that follows or is in respect of a period after Participant's last day of actual and active employment shall be considered as extending the period of employment for the purpose of determining Participant's entitlements under the Plan and this Award; and

l. the Award and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, takeover or transfer of liability, except as provided under local Applicable Law.

2. Currency Fluctuation. Neither the Company nor any other Participating Company shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the U.S. Dollar that may affect the value of the Award, or any amounts due to Participant pursuant to the settlement of the Units or the subsequent sale of any Shares acquired upon settlement.

3. Language. Except for Quebec Participants, if Participant received this Award Agreement or any other document related to this Award or the Plan which is translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

4. Imposition of Other Requirements. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Award and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

5. French Language. Participant has expressly requested that this Award Agreement, the Plan and all documents related thereto be drafted in English. *Le participant a demandé que cette entente, le Plan et tous documents connexes soient rédigés en anglais.*[1]

6. Tax Consequences and Withholding.

a. Participant acknowledges that, regardless of any action taken by the Company or, if different, the Employer, the ultimate liability for all income tax, social insurance, payroll tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable to Participant (the "Tax-Related Items") is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company and the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting or settlement of the Units, the subsequent sale of shares acquired pursuant to such settlement and the receipt of any dividend equivalents, and (b) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Award to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

b. Notwithstanding anything in Section 2(e) of the Award Agreement to the contrary, any

[1] For Quebec participants only.

tax withholding obligation arising with respect to the Award may in no event be satisfied
by (i) the withholding of a portion of the shares of Stock underlying the Units then vesting or (ii) delivery of previously acquired shares of Stock through actual tender or attestation. Participant authorizes the Company and/or the Employer to collect the Tax-Related items through one of the following alternative methods: (a) withholding from Participant's wages or other cash compensation paid to Participant by the Company or any Participating Company; and/or (b) any other method approved by the Company and permitted under Applicable Law.

Rayonier Advanced Materials Inc.
2022 Leveraged Performance Unit Award Agreement

This agreement ("Award Agreement") is entered into by and between Rayonier Advanced Materials Inc., a corporation organized under the laws of the State of Delaware, with its principal office at 1301 Riverplace Boulevard, Suite 2300, Jacksonville, FL 32207 (the "Company"), and the undersigned qualified individual ("Participant"), pursuant to the Rayonier Advanced Materials Inc. 2021 Incentive Stock Plan, as amended (the "Plan"), as of this ____ day of _____ 202_ (the "Effective Date").

W I T N E S S E T H :

WHEREAS, the Compensation and Management Development Committee of the Company's Board of Directors, in its capacity as the Committee under the Plan (the "Committee"), desires to advance the best interests of the Company by recognizing the achievements of Participant and Participant's continued responsibilities;

WHEREAS, the Committee has expressed an intention to grant a performance-based stock award to Participant which shall be in the form of Restricted Stock Units, as defined in the Plan ("Leveraged Performance Units"), with such Leveraged Performance Units to vest as provided in this Award Agreement, provided Performance Objectives are achieved, Participant remains continuously employed by the Company from the date hereof through the Vesting Date, and otherwise subject to all terms and conditions of this Award Agreement, including Schedule A, the Plan and any appendix hereto (collectively, the "Award"); and

WHEREAS, this Award Agreement is being entered into to convey the Award of Leveraged Performance Units to Participant.

NOW THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. Definitions

All capitalized terms not expressly defined in this Award Agreement and used herein shall have the same meaning set forth in the Plan, a copy of which has been provided to Participant.

2. Award of Stock; Vesting

(a) Stock Awarded. Participant is hereby awarded ______ Leveraged Performance Units, representing Participant's Target Award, subject in all respects to the terms of this Award Agreement, including Schedule A, and the Plan, as of the Effective Date. Each Leveraged Performance Unit represents the right to receive one share of Stock, if earned.

(b) Vesting. Participant shall become vested with respect to, and thereupon have a non-forfeitable right to, the shares of Stock underlying the Leveraged Performance Units granted pursuant to Section 2(a), subject to the terms of this Award Agreement and based on achievement of the Performance Objectives measured over the specified Performance Period, as set forth in Schedule A, which is incorporated into and made part of this Award Agreement. Any Performance Share Units earned based on achievement of Performance Objectives will vest on ____ ___, 202_, or if later upon the certification of performance results and the number of earned shares of Stock, if any (the "Vesting Date"); *provided* *that*, Participant shall have remained continuously in the employ of the Company (or any Participating Company) from the Effective Date through the Vesting Date, except as provided in Section 2(c).

(c) Termination of Employment. Except as provided (i) in Schedule A with respect to Participant's termination of employment due to death, Disability or Retirement, (ii) in Section 10 of the Plan in connection with a Change in Control or (iii) by the Committee in accordance with Section 6(b) of the Plan, if Participant's employment with the Company or any Participating Company, as applicable, is terminated for any reason before the Vesting Date, then all of the Performance Share Units subject to this Award Agreement, and all dividend equivalents and accrued earnings thereon, if any, shall immediately be forfeited to the Company, and Participant shall have no further rights to such Leveraged Performance Units, the underlying shares of Stock or any dividend equivalents or accrued earnings thereon from and after the date of such termination.

(d) Withholding Taxes. On the Vesting Date, or at any other time when withholding is required under the Code or under the applicable provisions of any Applicable Law, including any federal, provincial, state or local law, relating to the withholding of tax or other required deductions, including on the amount, if any, includable in the income of Participant, the Company shall have the right to require Participant to pay to the Company the amount of taxes that the Company is required to withhold as a condition precedent to the payment of the Award. In the Committee's discretion, the Company shall have the right to retain, or sell without notice, a sufficient number of shares of Stock underlying the then vesting Leveraged Performance Units held by Participant to cover the amount required to be withheld, or to withhold such amount from any other amounts due to Participant by the Company, subject to Applicable Law. The Committee may, in its discretion, require or permit Participant to elect, subject to such conditions as the Committee shall impose, (i) to have shares of Stock otherwise issuable pursuant to the Award withheld by the Company or (ii) to deliver to the Company previously acquired shares of Stock (through actual tender or attestation), in either case for the greatest number of whole shares having a Fair Market Value on the date immediately preceding the Vesting Date not in excess of the amount to be used for tax withholding, in the Committee's discretion, subject to Applicable Law. The Company may deduct from all dividend equivalents paid with respect to vested Leveraged Performance Units granted hereunder, and from any earnings deemed accrued thereon as hereinafter provided, the amount of taxes, if any, that the Company is required to withhold with respect to such amounts.

3. Restrictions; Stockholder Rights; Dividends

(a) Sale; Exchange, etc. Participant acknowledges and agrees that prior to the Vesting Date the Leveraged Performance Units are subject to a restriction against sale, exchange, hypothecation, assignment, transfer (including by gift), pledge or other encumbrance (each, a "Transfer"), except as provided in Section 17(f) of the Plan with the prior written consent of the Committee, which consent shall require of the proposed transferee an undertaking to be bound by the terms of this Award Agreement, including forfeiture upon the termination of the employment of Participant before the Vesting Date. Any Transfer of vested Leveraged Performance Units shall only be undertaken in compliance with Applicable Law, including applicable securities laws and Company policies. Participant acknowledges that Participant will continue to be subject to any applicable provisions of the Plan, including without limitation Sections 15 and 16, notwithstanding the vesting or Transfer of any such Leveraged Performance Units.

(b) Stockholder Rights. Participant, as the owner of Leveraged Performance Units granted hereunder, shall not have any rights of a stockholder, including but not limited to, the right to vote or, subject to Section 3(c) below, the right to receive dividends until the issuance of Stock to Participant in respect of such Award.

(c) Dividend Equivalents.

(i) Dividends. In the event a cash dividend is declared and paid with respect to the Stock while the Leveraged Performance Units are outstanding and unvested, then following the Vesting Date, Participant shall be entitled to payment of (a) dividend equivalents with respect to any shares of Stock earned and paid pursuant to this Award Agreement, and (b) accrued interest with respect to any such dividend equivalents, with such payment calculated in accordance with Schedule A. Any dividend equivalents, plus any accrued interest, that are earned pursuant to this Award shall be paid in cash on the Payout Date (as provided in Section 3(c)(ii) below). For purposes of clarity, dividend equivalents shall only be paid to the extent any shares of Stock are earned and paid pursuant to the terms of this Award Agreement, and in the event no shares of Stock are so earned or paid, then Participant will not be entitled to payment of any dividend equivalents or accrued earnings with respect to this Award.

(ii) Payout Date. The date of payment to Participant (the "Payout Date") of dividend equivalents and accrued earnings thereon, if any, shall be not later than fifteen (15) days following the Vesting Date.

(iii) Unfunded Obligation. Insofar as this Section 3(c) provides for payments to Participant in cash, this obligation shall be unfunded.

4. Conformity with Securities Laws

The grant of Leveraged Performance Units hereunder (and any transfers thereof) is subject to compliance with all applicable securities laws. Participant hereby represents to the Company that Participant is acquiring the Leveraged Performance Units, and any underlying shares of Stock to which Participant may become entitled upon vesting of such Leveraged Performance Units, for investment purposes only and not with a view to the distribution thereof. The book entries or certificates, as applicable, representing Stock issued by the Company pursuant to this Award Agreement may reflect or bear a legend describing the restrictions on resale thereof under applicable securities laws, and stop transfer orders with respect to any such shares may be entered in the stock transfer records of the Company.

5. Miscellaneous

(a) Assignments and Transfers. The rights and interests of Participant under this Award Agreement may not be assigned, encumbered or transferred, except as provided for in this Award Agreement and the Plan.

(b) No Right to Employment. Neither this Award Agreement nor any action taken hereunder shall be construed as giving Participant any right to be retained in the employ of any Participating Company.

(c) Headings. The headings contained in this Award Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Award Agreement.

(d) Consistency with the Plan. The provisions of the Plan are incorporated herein by reference and shall govern as to all matters not expressly provided for in this Award Agreement. This Award Agreement, including Schedule A, is subject to all the provisions of the Plan. It is expressly agreed and understood that in the case of any inconsistency between the provisions of this Award Agreement and the Plan, the provisions of the Plan shall control, as determined in the sole judgment of the Committee.

(e) Code Section 409A. Although the Company does not guarantee to Participant any particular tax treatment relating to the Award, it is intended that the Award be exempt from Code Section 409A and the regulations and guidance promulgated thereunder, specifically including the short-term deferral exception set forth in Treasury Regulation Section 1.409A-1(b)(4), and this Award Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Code Section 409A. Notwithstanding anything herein to the contrary, in no event shall the Company be liable for any additional tax, interest or penalties that may be imposed on Participant by virtue of Code Section 409A or any damages for failing to comply with Code Section 409A.

(f) Choice of Law; Venue. This Award and Award Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida (other than its conflict of law principles). Participant consents to the exclusive venue and jurisdiction of the state and federal courts located in Florida and waives any objection based on lack of jurisdiction or inconvenient forum.

(g) Clawback. The Award and any shares of Stock delivered pursuant to the Award are subject to forfeiture, recovery by the Company or other similar action pursuant to applicable Plan provisions and any applicable clawback or recoupment policy of the Company, as may be in effect from time to time, or as otherwise required by law.

(h) Amendment; Waiver. This Award Agreement may be amended or modified at any time by an instrument in writing signed by the parties to this Agreement. The failure of the Company to enforce at any time any provision of this Award Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.

(i) Electronic Delivery and Acceptance. The Company may, in its sole discretion, elect to deliver any documents related to current or future participation in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

(j) No Advice Regarding Award. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying shares of Stock. Participant is hereby advised to consult with his or her personal tax, legal and financial advisors regarding participation in the Plan before taking any action related to the Plan.

(k) Applicable Law; Appendix. Notwithstanding any provisions in this Award Agreement, the Award shall be subject to Applicable Law and any special terms and conditions set forth in any appendix to this Agreement specific to any country outside of the U.S., which appendix shall constitute part of this Award Agreement. Moreover, if Participant relocates to a different country, any special terms and conditions in the applicable appendix for such other country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with Applicable Law or facilitate the administration of the Plan in such country.

IN WITNESS WHEREOF, the undersigned have caused this Award Agreement to be executed and delivered on the Effective Date first above written.

PARTICIPANT RAYONIER ADVANCED MATERIALS INC.

Signed & accepted electronically

Name: ___________________ Jay Posze
Employee ID: ____________ Chief Administrative Officer
and SVP, Human Resources

<u>Appendix</u>

Canada

1. <u>Nature of the Grant</u>. In accepting the Award, Participant acknowledges that:
   a. the Plan is established voluntarily by the Company, is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time;

   b. the grant of the Award is voluntary and occasional and does not create any contractual or other right to receive future awards under the Plan, or benefits in lieu of awards under the Plan, even if awards under the Plan have been granted repeatedly in the past;

   c. all decisions with respect to future awards, if any, will be at the sole discretion of the Company;

   d. Participant is voluntarily participating in the Plan. Participant (i) has reviewed the terms and conditions of the Plan, the Award Agreement and this Appendix and understands his or her rights, restrictions and obligations thereunder, and (ii) has been afforded the opportunity to obtain counsel and advice with respect to the Plan, the Award Agreement and this Appendix;

   e. the Award and the shares of Stock subject to the Award are an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company or other Participating Company which employs Participant ("Employer"), and which is outside the scope of Participant's employment contract, if any;

   f. the Award and the shares of Stock subject to the Award are not intended to replace any pension rights or compensation;

   g. the Award and the shares of Stock subject to the Award are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the Employer or any Participating Company, except as may be required by applicable employment standards legislation;

h. the Award and Participant's participation in the Plan will not be interpreted to form an employment contract or relationship with the Company or any Participating Company;

i. the future value of the underlying shares of Stock is unknown and cannot be predicted with certainty;
j. in consideration of the grant of the Award, no claim or entitlement to compensation or damages shall arise from forfeiture of the Award resulting from termination of Participant's employment with the Company or the Employer (for any reason whatsoever and whether or not in breach of local Applicable Law) and Participant irrevocably releases the Company and the Employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, Participant shall be deemed irrevocably to have waived his or her entitlement to pursue such claim;

k. for purposes of the Plan and this Award, Participant's employment shall be considered to have terminated effective on the later of (i) the last day of Participant's actual and active employment with the Company (or any Participating Company), whether such date is selected by agreement, unilaterally by the Company (or any Participating Company) and whether with or without advance notice to Participant; and (ii) the end of the minimum notice period during which benefits must be continued pursuant to applicable employment standards legislation. For the avoidance of doubt, no period of notice or payment in lieu of notice (except in the case of (ii) above) that is given or that ought to have been given under statute, contract, civil law, common law in respect of such termination of employment that follows or is in respect of a period after Participant's last day of actual and active employment shall be considered as extending the period of employment for the purpose of determining Participant's entitlements under the Plan and this Award; and
l. the Award and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, takeover or transfer of liability, except as provided under local Applicable Law.

2. Currency Fluctuation. Neither the Company nor any other Participating Company shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the U.S. Dollar that may affect the value of the Award, or any amounts due to Participant pursuant to the settlement of the Units or the subsequent sale of any Shares acquired upon settlement.

3. Language. Except for Quebec Participants, if Participant received this Award Agreement or any other document related to this Award or the Plan which is translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

4. Imposition of Other Requirements. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Award and on any Shares acquired under the Plan, to the

extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

5. French Language. Participant has expressly requested that this Award Agreement, the Plan and all documents related thereto be drafted in English. *Le participant a demandé que cette entente, le Plan et tous documents connexes soient rédigés en anglais* [1]

6. Tax Consequences and Withholding.

a. Participant acknowledges that, regardless of any action taken by the Company or, if different, the Employer, the ultimate liability for all income tax, social insurance, payroll tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable to Participant (the "Tax-Related Items") is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company and the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting or settlement of the Units, the subsequent sale of shares acquired pursuant to such settlement and the receipt of any dividend equivalents, and (b) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Award to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

b. Notwithstanding anything in Section 2(e) of the Award Agreement to the contrary, any tax withholding obligation arising with respect to the Award may in no event be satisfied by (i) the withholding of a portion of the shares of Stock underlying the Units then vesting or (ii) delivery of previously acquired shares of Stock through actual tender or attestation. Participant authorizes the Company and/or the Employer to collect the Tax-Related Items through one of the following alternative methods: (a) withholding from Participant's wages or other cash compensation paid to Participant by the Company or any Participating Company; and/or (b) any other method approved by the Company and permitted under Applicable Law.

[1] For Quebec participants only.

Exhibit 31.1

Certification

I, Vito Consiglio, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Rayonier Advanced Materials Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rule 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rule 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 5, 2022

/s/ VITO J. CONSIGLIO

Vito J. Consiglio
President and Chief Executive Officer
Rayonier Advanced Materials Inc.

Certification

I, Marcus J. Moeltner, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Rayonier Advanced Materials Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rule 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rule 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 5, 2022

/s/ MARCUS J. MOELTNER

Marcus J. Moeltner
Chief Financial Officer and
Senior Vice President, Finance
Rayonier Advanced Materials Inc.

Exhibit 32

Certification

The undersigned hereby certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that to our knowledge:

1. The quarterly report on Form 10-Q of Rayonier Advanced Materials Inc. (the "Company") for the period ended March 26, 2022 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

May 5, 2022

/s/ VITO J. CONSIGLIO	/s/ MARCUS J. MOELTNER
Vito J. Consiglio	Marcus J. Moeltner
President and Chief Executive Officer *Rayonier Advanced Materials Inc.*	*Chief Financial Officer and* *Senior Vice President, Finance* *Rayonier Advanced Materials Inc.*