

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported):
September 18, 2015

RAYONIER ADVANCED MATERIALS INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-36285
(Commission
File Number)

46-4559529
(I.R.S. Employer
Identification No.)

1301 Riverplace Boulevard, Jacksonville, Florida 32207
(Address of principal executive offices) (Zip Code)

(904) 357-4600
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry Into a Material Definitive Agreement.

On September 18, 2015, a subsidiary of Rayonier Advanced Materials Inc. (the "Company"), Rayonier A.M. Sales and Technology Inc. ("RYST") and Nantong Cellulose Fibers Co., Ltd. ("Nantong") entered into that certain Amendment to Chemical Cellulose Agreement, dated effective as of January 1, 2016 (the "Amendment"), amending in certain respects that certain Cellulose Specialties Agreement, dated effective as of January 1, 2012, between Rayonier Performance Fibers, LLC (assigned to RYST effective January 1, 2015) and Nantong.

The Company intends to submit a FOIA Confidential Treatment Request to the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended, requesting that it be permitted to redact certain portions of the Amendment. The omitted material will be included in the request for confidential treatment.

The foregoing description of the Amendment is qualified in its entirety by reference to the Amendment. A redacted copy of the Amendment is attached as Exhibit 10.1 to this Current Report on Form 8-K.

Item 7.01 Regulation FD Disclosure.

On September 23, 2015, the Company issued a press release relating to entry into the Amendment to Chemical Cellulose Agreement described in Item 1.01 above. A copy of the Company's press release is furnished herewith as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	Amendment to Chemical Cellulose Agreement, dated effective as of January 1, 2016, between Nantong Cellulose Fibers Co., Ltd. and Rayonier A.M. Sales and Technology Inc.
99.1	Press release entitled "Rayonier Advanced Materials Announces Major Contract Extension" issued September 23, 2015.

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 hereunto duly authorized.

Dated: September 23, 2015

By: /s/ Michael R. Herman
Name: Michael R. Herman
Title: Senior Vice President, General Counsel and
Corporate Secretary

EXHIBIT INDEX

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CONFIDENTIAL TREATMENT REQUESTED

Redacted portions are indicated by [***] [1]

AMENDMENT NO. 3 TO**CHEMICAL CELLULOSE AGREEMENT**

THIS AMENDMENT NO. 3 to Chemical Cellulose Agreement (this "Amendment") is effective as of January 1, 2016, and is entered into by and between **Nantong Cellulose Fibers Co., Ltd.**, ("Buyer") and **Rayonier A.M. Sales and Technology Inc.** ("Seller"), collectively, the "Parties."

WHEREAS, Rayonier Performance Fibers, LLC ("RPF") and Buyer entered into that certain Chemical Cellulose Agreement with the effective date of January 1, 2012, as amended effective January 1, 2012 and further amended effective December 31, 2014 (as amended by this Amendment, collectively referred to as the "Agreement");

WHEREAS, RPF assigned its obligations and rights under the Agreement to Seller effective January 1, 2015;

WHEREAS, the Parties desire that the Agreement be amended effective January 1, 2016, to extend the term and modify certain other provisions of the Agreement as mutually agreed by the parties and set forth in this Amendment;

NOW THEREFORE, the Parties hereby amend the Agreement as follows:

1. All capitalized but undefined terms used in this Amendment are used as defined in the Agreement.
2. Article 1 of the Agreement is revised to extend the term of the Agreement through and including December 31, 2019 (the "Term").
3. Article 2, "**PRODUCTS**" shall be deleted effective January 1, 2016 and replaced with the following : [***] and any other mutually agreed-upon grades of chemical [***] or as otherwise agreed by the parties . Quality of the Products shall be consistent with that provided under this Agreement prior to the effective date of this Amendment.
4. Article 3(a) of the Agreement is revised to provide that in each of the calendar years 2016, 2017, 2018 and 2019, Buyer shall purchase from Seller, and Seller shall sell to Buyer, [***].
5. Article 4(b) shall be deleted effective January 1, 2016 and replaced in its entirety with the following:
 "(b)(i) The price [***] for Product purchased during each calendar year shall be [***].

[1] [***] Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the U.S. Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

CONFIDENTIAL TREATMENT REQUESTED

Redacted portions are indicated by [***] [1]

(ii) [***]

(iii) [***]

6. Article 5(b) of the Agreement shall be deleted and replaced in its entirety with the following:

(b) (i) [***]

(b)(ii) [***]

7. With respect to Article 7, the parties agree to work jointly to explore and mutually agree upon the use of [***] in connection with payment for Product.

8. In Article 10 , the last sentence shall be deleted and replaced with the following: "This Agreement is simultaneously being executed in Chinese and English, and both versions are equally authentic."

9. Seller and Buyer each agree to keep the terms and provisions set forth in the Agreement (as modified by this Amendment) strictly confidential and that it shall not divulge such confidential information to any third party without the prior written consent of the other Party except as required to comply with applicable legal and regulatory requirements (and then only that portion of such confidential information that is legally required to be disclosed).

10. In the event of a dispute between the Parties arising under this Agreement, the Parties agree to meet together in good faith to discuss the resolution of the dispute.

Except as amended above, all remaining provisions the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the day and year first above written.

**NANTONG CELLULOSE FIBERS
CO., LTD.**

**RAYONIER A.M. SALES AND
TECHNOLOGY INC.**

By: /s/ Lu Ruigang
Name: Lu Ruigang
Title: Chairman, Board of Directors

By: /s/ Paul Boynton
Name: Paul Boynton
Title: President

[1] [***] Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the U.S. Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.



For Immediate Release

NEWS RELEASE*Contacts:*

Media Russell Schweiss 904-357-9158
Investors Mickey Walsh 904-357-9162

Rayonier Advanced Materials Announces Major Contract Extension

Jacksonville, Fla., Sept. 23, 2015 - Rayonier Advanced Materials Inc. (NYSE:RYAM) announced today that, on Sept. 18, the Company amended its existing agreement with Nantong Cellulose Fibers Company (NCFC), its second largest customer, and extended the term of the agreement through calendar year 2019.

"For 25 years, NCFC has been a valued partner and we are pleased to have extended our contract for another four years," stated Paul Boynton, Chairman, President and CEO of Rayonier Advanced Materials. "We appreciate the trust NCFC places in our product quality, technical support and reliability of supply. The entire Rayonier Advanced Materials team thanks NCFC for the opportunity to continue our long-standing relationship."

Pricing for the upcoming years will be set annually, consistent with past practice and the terms of the amended agreement, and it is anticipated that annual volumes will be comparable to recent historical levels.

About Rayonier Advanced Materials

Rayonier Advanced Materials is the leading global supplier of high-purity, cellulose specialties natural polymers for the chemical industry. Working closely with its customers, the Company engineers natural polymeric chemical chains to create dozens of customized high-purity performance fibers at its plants in Florida and Georgia. Rayonier Advanced Materials' intellectual property and manufacturing processes have been developed over 85 years, resulting in unique properties and very high quality and consistency. The Company's facilities can produce up to 675,000 metric tons of cellulose specialties products annually for use in a wide range of industrial and consumer products such as filters, cosmetics and pharmaceuticals. Upon completion of the previously announced strategic realignment of assets in Jesup, the Company's facilities will have the capacity to produce approximately 485,000 tons of cellulose specialties and approximately 245,000 tons of commodity products. Rayonier Advanced Materials is consistently ranked among the nation's top 50 exporters and delivers products to 79 ports around the world, serving customers in 20 countries across five continents. More information is available at www.rayonieram.com.

Forward-Looking Statements

Certain statements in this document regarding anticipated financial, business, legal or other outcomes, including business and market conditions, outlook and other similar statements relating to Rayonier Advanced Materials' 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," "anticipate" and other similar language. However, the absence of these or similar words or expressions does not mean that a statement is not forward-looking. While we believe that 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 that the expectations reflected in any forward-looking statements are based on reasonable assumptions, we can give no assurance that these expectations will be attained and it is possible that actual results may differ materially from those indicated by these forward-looking statements due to a variety of risks and uncertainties.

Such risks and uncertainties include, but are not limited to: competitive pressures in the markets in which we operate; our ability to complete the previously announced strategic realignment at our Jesup facility within the planned cost and timing parameters and achieve the anticipated benefits; changes in product supply, demand, volumes and pricing and uncertainties relating to general economic, political, business, industry, regulatory and market conditions.

Other important factors that could cause actual results or events to differ materially from those expressed in forward-looking statements that may have been made in this document are described or will be described in our filings with the U.S. Securities and Exchange Commission, including our Annual Report on Form 10-K. Rayonier Advanced Materials assumes no obligation to update these statements except as is required by law.

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CORPORATE HEADQUARTERS

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