CONTRIBUTION UNDERTAKING (this "**Agreement**") dated as of May 21, 2021

BETWEEN: **KRUGER PRODUCTS L.P.**, hereby acting and represented by its general partner **KPGP INC.**, a corporation incorporated under the laws of Canada;

(hereinafter referred to as "**KPLP**")

AND: **KRUGER BROMPTON L.P.**, hereby acting and represented by its general partner **KRUGER BROMPTON GP INC.**, a corporation incorporated under the laws of Canada;

(hereinafter referred to as "**Brompton**")

(KPLP and Brompton are collectively referred to as the "**Parties**" and each of them, individually, as a "**Party**")

WHEREAS Kruger Products Sherbrooke Inc. ("**KPSI**"), a wholly-owned Subsidiary of KPLP, wishes to build a new bathroom tissue converting line (the "**BT Line**") in the KPSI through-air-dried plant located in Sherbrooke (Bromptonville);

WHEREAS Kruger Products SB Inc. ("**KPSB**"), a wholly-owned Subsidiary of KPLP, wishes to build a new light dry crepe tissue machine (the "**LDC Machine**") and a new facial tissue converting line (the "**FT Line**") adjacent to the existing newsprint and specialties paper mill of Brompton located in Sherbrooke (Bromptonville) ("**Brompton Plant**");

AND WHEREAS, in consideration of Brompton's assistance, transfer of asset and sharing of infrastructure and services in connection with the implementation of the BT Line, the LDC Machine and the FT Line, as further described in this Agreement, KPLP wishes to make contributions to Brompton upon and subject to the terms and conditions of this Agreement;

NOW THEREFORE, the Parties agree as follows:

1. INTERPRETATION

(a) Definitions

In this Agreement, unless the context provides otherwise:

(i) "**Agreement**" has the meaning set out in the preamble;

(ii) "**Brompton**" has the meaning set out in the preamble;

(iii) "**Brompton Plant**" has the meaning set out in the preamble;

(iv) "**BT Line**" has the meaning set out in the preamble;

(v) "**Control**", "**Controlled**" or "**Controlling**" shall have the following meaning: (i) a Person Controls a corporation if securities of the corporation to which are attached more than 50% of the votes that may be cast to elect directors of the corporation are beneficially owned by such Person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the corporation; (ii) a Person Controls an unincorporated Person, other than a limited partnership, if more than 50% of the ownership interests, however designated, into which the unincorporated Person is divided are beneficially owned by such Person and such Person is able to direct the business and affairs of the unincorporated Person; (iii) the general partner of a limited partnership Controls the limited partnership; and (iv) a Person who Controls another Person is deemed to Control any other Person that is Controlled, or deemed to be Controlled, by such other Person;

(vi) "**Deed of Sale**" means the deed of sale dated as of May 21, 2021 between Brompton and KPSB with respect to the immovable property [redacted];

(vii) "**FT Line**" has the meaning set out in the preamble;

(viii) "**IQ**" means Investissement Québec;

(ix) "**IQ Financing Documents**" means, collectively, (i) the $75,000,000 convertible debenture dated as of May 21, 2021 between IQ and KPSB, (ii) the $43,000,000 subordinated loan offer dated as of May 21,2021 between IQ and KPSB, and (iii) the $47,000,000 subordinated loan offer dated as of May 21, 2021 between IQ and KPSI;

(x) "**KPSB**" has the meaning set out in the preamble;

(xi) "**KPLP**" has the meaning set out in the preamble;

(xii) "**KPSH**" means Kruger Specialty Papers Holding L.P.;

(xiii) "**KPSI**" has the meaning set out in the preamble;

(xiv) [redacted] **[Redacted for confidentiality purposes.]**

(xv) "**LDC Machine**" has the meaning set out in the preamble;

(xvi) "**Loan Offer Amendment Agreement**" means the *Convention de modification d'une offre de prêt* entered into as of May 21, 2021 between IQ, Brompton and Kruger Wayagamack L.P.

(xvii) "**Party**" and "**Parties**" have the meaning set out in the preamble; and

(xviii) "**Person**" means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture or governmental authority.

(b) Meaning of Subsidiary

For the purpose of this Agreement, a Person is a “**Subsidiary**” of another Person if:

(i) it is Controlled by:

A. that other Person;

B. that other Person and one or more Persons each of which is Controlled by that other Person; or

C. two or more Persons each of which is Controlled by that other Person; or

(ii) it is a Subsidiary of a Person that is a Subsidiary of that other Person.

2. CONTRIBUTION

(a) Upon and subject to the terms and conditions of this Agreement, KPLP irrevocably undertakes to make payments to Brompton in an aggregate amount of $58,000,000 over a period of ten years (the “**Contribution**”). The Contribution will be payable by KPLP in 10 annual equal and consecutive payments of $5,800,000 each, the first one being payable by KPLP on May 21, 2023 and subsequent payments being payable by KPLP on May 21 of each year thereafter until May 21, 2032. Notwithstanding the foregoing, the Parties agree that the amount of the first payment of the Contribution will be reduced by an amount equal to the purchase price payable by KPSB to Brompton under the Deed of Sale, to the extent paid by KPSB to Brompton.

(b) KPLP will make each payment of the Contribution directly and from its own funds to Brompton in accordance with the payment instructions which Brompton will provide to KPLP no less than 10 days before the due date of such payment as set out in Section 2(a).

(c) Brompton shall use the proceeds of each payment of the Contribution solely in accordance with the terms and conditions of Section 9.2 and ancillary definitions and provisions of the Loan Offer Amendment Agreement.

(d) The Parties acknowledge and agree that nothing in this Agreement will be construed as creating a partnership or a partner relationship between KPLP and Brompton. The Parties further acknowledge and agree that KPLP will not become a partner of Brompton as a result of the Contribution.

(e) The Parties acknowledge that KPLP has agreed to make the Contribution upon and subject to the terms and conditions of this Agreement as consideration for (i) Brompton’s assistance to KPLP in implementing a capital and financing structure for the construction of the BT Line, the LDC Machine and the FT Line, (ii) the transfer by Brompton to KPSB of the immovable and other properties necessary for the construction of the LDC Machine and the FT Line, including pursuant to the Deed of Sale, (iii) benefits and synergies resulting from the construction of the BT Line, the LDC Machine and the FT Line at the site of the Brompton Plant, including the sharing of existing infrastructure and services, and (iv) [redacted] **[Redacted for confidentiality purposes.]**

(f) The Parties agree that KPLP shall continue to make the Contribution without interruption or delay in accordance with the terms and conditions of this Agreement notwithstanding any default by KBLP to provide KPLP with the consideration, or any part thereof, for the Contribution referred to in the preamble thereof and set out in Section 2(e), and that, upon such default, KPLP may exercise its recourse against Brompton to receive said consideration that it is entitled to.

3. RETENTION OF CONTRIBUTION

If IQ does not disburse an instalment of any loan contemplated under any of the IQ Financing Documents that the concerned borrower is entitled to, within 30 days from the date of a complete disbursement request made by this borrower after satisfaction of the conditions precedent to such disbursement as set out under the applicable IQ Financing Document, and there is no event of default existing under said IQ Financing Document, KPLP may, upon providing a written notice to that effect to Brompton (with a copy to IQ), retain and delay the instalments of the Contribution becoming due and payable from the expiry of said 30 day period up to a cumulative amount not exceeding the amount of the undisbursed instalment of the loan (the "**Undisbursed Instalment**"), until the date of the disbursement by IQ of the Undisbursed Instalment (or any lesser amount agreed to between IQ and the concerned party) (the "**Disbursed Instalment**"), such retained Contribution amount being payable by KPLP to Brompton, without interest, within 30 days following the disbursement by IQ of the Disbursed Instalment.

4. IQ INTERVENTION

(a) IQ hereby intervenes to this Agreement to acknowledge, consent and agree to any and all stipulations and rights made or granted to it by the Parties pursuant to the provisions of this Agreement.

(b) The Parties acknowledge and agree that IQ, including as a lender under the IQ Financing Documents, and a creditor of Brompton under the loan offer amended by the Loan Offer Amending Agreement, has an interest that the Parties observe and perform their covenants and obligations under this Agreement.

5. NOTICES

Any demand, request, notice or other communication to be made or given in connection with this Agreement shall be made or given in writing and shall be given by personal delivery or by electronic means of communication (with an acknowledgement of receipt by the recipient), or sent by registered mail, addressed to the recipient (with a copy to IQ if sent by KPLP or Brompton) as follows:

(a) to KPLP:

Kruger Products L.P.
3285 Bedford Road

Montréal, Québec
H3S 1G5

Attention of: Corporate Secretary
Email : [redacted]

(b) to Brompton:

Kruger Brompton L.P.
3285 Bedford Road
Montréal, Québec
H3S 1G5

Attention of: Corporate Secretary
Email : [redacted]

(c) to IQ:

Investissement Québec
600, de La Gauchetière, bureau 1500
MONTRÉAL (Québec) H3B 4L8

Attention of : secretary
Email: [redacted]

or to any other street address, individual or electronic communication address as may be designated by notice given by a Party to the other Party in accordance with this Section 4(b). Any demand, request, notice or other communication made or given by personal delivery or registered mail will be conclusively deemed to have been made or given on the day of actual delivery thereof, if made or given by electronic communication, on the day of transmittal thereof if made or given during the normal business hours of the recipient and on the business day during which those normal business hours next occur if not made or given during those hours on any day.

6. MISCELLANEOUS PROVISIONS

(a) This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties. A Party may not assign its rights or obligations under this Agreement without the prior written consent of the other Party.

(b) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and arrangements between the Parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

(c) No amendment to this Agreement (including its termination) will be valid or binding unless set forth in writing and duly executed by all of the Parties and consented to in writing by IQ.

(d) No waiver of any breach of any provision of this Agreement (which will deemed an amendment to this Agreement) will be effective or binding unless made in writing and signed by the Party purporting to give the same and will be limited to the specific breach waived, and consented to in writing by IQ.

(e) If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

(f) This Agreement will be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein. The Parties attorn to the exclusive jurisdiction of the courts of competent jurisdiction in the judicial district of Montreal, in Québec.

[Signatures on next page]

IN WITNESS WHEREOF the Parties have executed this Agreement.

KRUGER PRODUCTS L.P., hereby acting and represented by its general partner **KPGP INC.**

Per: ***(s) David Angel***
David Angel
Director

KRUGER BROMPTON L.P., hereby acting and represented by its general partner **KRUGER BROMPTON GP INC.**

Per: ***(s) David Angel***
David Angel
Executive Vice President and
Chief Financial Officer

INTERVENTION

Investissement Québec intervient au présent « Contribution Undertaking » pour déclarer avoir pris connaissance des dispositions la concernant, accepter les termes et modalités qui y sont prévus et convenir d'être liée par ceux-ci.

INVESTISSEMENT QUÉBEC

Per: ***(s) Frédéric Couture***
Frédéric Couture
Directeur de comptes principal,
Direction principale, Investissement spécialisé - Québec

Per: ***(s) Luc Jacob***
Luc Jacob
Directeur principal, Programmes et Financement spécialisé - Québec