
**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**

March 28, 2025

Date of Report (Date of Earliest Event Reported)



The Chemours Company

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction
Of Incorporation)

001-36794

(Commission
File Number)

46-4845564

(I.R.S. Employer
Identification No.)

1007 Market Street

Wilmington, Delaware 19801

(Address of principal executive offices)

Registrant's telephone number, including area code: (302) 773-1000

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))

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

Title of Each Class	Trading Symbol(s)	Name of Exchange on Which Registered
Common Stock (\$0.01 par value)	CC	New York Stock Exchange

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

Emerging growth company ☐

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

Item 8.01. Other Events.

On March 28, 2025, The Chemours Company, a Delaware corporation (“Chemours”), The Chemours Company AR, LLC, a Delaware limited liability company (“Chemours AR”) and The Chemours Company FC, LLC, a Delaware limited liability company (“Chemours FC”) entered into an amendment (the “Fourth Amendment”) to the Amended and Restated Receivables Purchase Agreement, dated as of March 9, 2020, as amended on March 5, 2021, November 24, 2021 and on March 23, 2023 by and among Chemours, Chemours AR, Chemours FC, the Purchasers and Group Agents from time to time party thereto, and The Toronto-Dominion Bank as LC Bank and Administrative Agent (the “Receivables Purchase Agreement”).

The Fourth Amendment (a) extends the maturity date from March 31, 2025 to March 31, 2028 and (b) decreases the facility limit from \$175,000,000 to \$165,000,000.

The foregoing description is only a summary of the Fourth Amendment, and is qualified in its entirety by reference to the full text of the Fourth Amendment, which is filed as Exhibit 99.1 hereto, and which is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

99.1* [Fourth Amendment to Amended and Restated Receivables Purchase Agreement, dated as of March 28, 2025.](#)

99.2* [Exhibit A to the Fourth Amendment to Amended and Restated Receivables Purchase Agreement, dated as of March 28, 2025.](#)

104 Cover Page Interactive Data File (formatted as Inline XBRL).

* Certain schedules and exhibits to Exhibit 99.1 and 99.2 have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish supplementally a copy of such schedules and exhibits, or any section thereof, to the Securities and Exchange Commission upon request.

SIGNATURES

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.

THE CHEMOURS COMPANY

By: /s/ Shane Hostetter
Shane Hostetter
Senior Vice President, Chief Financial Officer
Date: March 31, 2025

FOURTH AMENDMENT TO AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT

This FOURTH AMENDMENT TO AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT (this “Amendment”), dated as of March 28, 2025, is among THE CHEMOURS COMPANY AR, LLC, as Seller (in such capacity, the “Seller”), THE CHEMOURS COMPANY FC, LLC (“Chemours”), as initial Servicer (in such capacity, the “Servicer”), RELIANT TRUST (“Reliant Trust”), as a Conduit Purchaser, GTA FUNDING LLC (“GTA Funding”), as a Conduit Purchaser, and THE TORONTO-DOMINION BANK (“TD Bank”), as a Related Committed Purchaser, as a Group Agent (in such capacity, the “Group Agent”), as LC Bank and as Administrative Agent (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, the Servicer, the Seller, the Purchasers and Group Agents from time to time party thereto, the LC Bank and the Administrative Agent have heretofore entered into that certain Amended and Restated Receivables Purchase Agreement, dated as of March 9, 2020 (as amended, restated, supplemented or otherwise modified through the date hereof, the “Receivables Purchase Agreement”);

WHEREAS, concurrently herewith, the Seller, the Purchasers, the Group Agent, the LC Bank and the Administrative Agent are entering into that certain Fifth Amended and Restated Fee Letter, dated as of the date hereof (the “Fee Letter”); and

WHEREAS, the parties hereto wish to modify the Receivables Purchase Agreement upon the terms hereof.

NOW, THEREFORE, in exchange for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged and confirmed), the parties hereto agree as follows:

A G R E E M E N T:

1. Definitions. Unless otherwise defined or provided herein, capitalized terms used herein (including in the recitals) have the meanings attributed thereto in (or by reference in) the Receivables Purchase Agreement.

2. Amendments to the Receivables Purchase Agreement. Effective as of the date hereof, the Receivables Purchase Agreement is hereby amended as follows:

(a) the Receivables Purchase Agreement is hereby amended to incorporate the changes shown on the marked pages of the Receivables Purchase Agreement attached hereto as Exhibit A; and

(b) Exhibit G to the Receivables Purchase Agreement is hereby deleted and replaced with Exhibit G attached hereto.

3. Conditions to Effectiveness. This Amendment shall be effective as of the date hereof upon satisfaction of each of the following conditions precedent:

(a) Execution of the Amendment. The Administrative Agent shall have received a counterpart of this Amendment duly executed by each of the other parties hereto.

(b) Execution of the Fee Letter. The Administrative Agent shall have received a counterpart of the Fee Letter, duly executed by each of the other parties thereto.

(c) Upfront Fee. The Administrative Agent shall have received the “Upfront Fee” (under and as defined in the Fee Letter) in accordance with the terms of the Fee Letter.

(d) No Defaults. No Event of Termination or Unmatured Event of Termination shall have occurred and be continuing either immediately before or immediately after giving effect to this Amendment and the Fee Letter.

(e) Pro Forma Information Package. The Administrative Agent shall have received a pro forma Information Package, prepared after giving effect to this Amendment.

4. Certain Representations and Warranties. Each of the Servicer and the Seller represents and warrants to each Purchaser Party as of the date hereof, as follows:

(a) Representations and Warranties. The representations and warranties made by such party in the Receivables Purchase Agreement are true and correct in all material respects immediately after giving effect to this Amendment and the Fee Letter, as though made on and as of the date hereof, unless such representations and warranties by their terms refer to an earlier date, in which case they were true and correct in all material respects on and as of such earlier date.

(b) Power and Authority; Due Authorization. It (i) has all necessary power, authority and legal right to (A) execute and deliver this Amendment and the Fee Letter and (B) carry out the terms of and perform its obligations under the Transaction Documents to which it is a party (as amended by this Amendment) and (ii) has duly authorized by all necessary corporate action the execution, delivery and performance of this Amendment and the Fee Letter.

(c) Binding Obligations. This Amendment and the Fee Letter constitute the legal, valid and binding obligations of it, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, or other similar Applicable Laws affecting the enforcement of creditors’ rights generally and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(d) No Violation. The consummation of the transactions contemplated by this Amendment and the Fee Letter and the fulfillment of the terms hereof and thereof by it will not, (i) conflict with, result in any breach or (without notice or lapse of time or both) a default under, (A) its certificate of formation or limited liability company agreement, or (B) any indenture, loan agreement, asset purchase agreement, mortgage, deed of trust, or

other agreement or instrument to which it is a party or by which it or any of its properties is bound if such conflict, breach or default could reasonably be expected to have, with respect to the Seller, a Material Adverse Effect or, with respect to the Servicer, a Servicer Material Adverse Effect, (ii) result in the creation or imposition of any Adverse Claim upon any of its properties pursuant to the terms of any such indenture, loan agreement, asset purchase agreement, mortgage, deed of trust, or other agreement or instrument to which it is a party or by which it or any of its properties is bound, other than any Adverse Claim created in connection with the Receivables Purchase Agreement and the other Transaction Documents or otherwise permitted by the Receivables Purchase Agreement or other Transaction Documents, or (iii) violate any Applicable Law applicable to it or any of its properties if such violation of Applicable Law could reasonably be expected to have, with respect to the Seller, a Material Adverse Effect, or with respect to the Servicer, a Servicer Material Adverse Effect.

(e) No Defaults. No Event of Termination or Unmatured Event of Termination has occurred and is continuing either immediately before or immediately after giving effect to this Amendment, the Fee Letter or the transactions contemplated hereby or thereby.

5. Reference to, and Effect on the Receivables Purchase Agreement and the Transaction Documents.

(a) The Receivables Purchase Agreement (except as specifically amended herein) shall remain in full force and effect and the Receivables Purchase Agreement and each of the other Transaction Documents are hereby ratified and confirmed in all respects by each of the parties hereto.

(b) On and after the execution and delivery of this Amendment, each reference in the Receivables Purchase Agreement to “this Agreement”, “hereof”, “hereunder” or words of like import referring to the Receivables Purchase Agreement, and each reference in any other Transaction Document to “the Receivables Purchase Agreement”, “thereunder”, “thereof” or words of like import referring to the Receivables Purchase Agreement, shall mean and be a reference to the Receivables Purchase Agreement, as amended by this Amendment.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Administrative Agent, the LC Bank, the Group Agents or the Purchasers under, nor constitute a waiver of any provision of, the Receivables Purchase Agreement or any other Transaction Document.

(d) To the extent that the consent of any party hereto, in any capacity, is required under the Transaction Documents or any other agreement entered into in connection with the Transaction Documents with respect to any of the amendments set forth herein, such party hereby grants such consent.

6. Transaction Document. This Amendment shall be a Transaction Document under (and as defined in) the Receivables Purchase Agreement.

7. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

8. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart hereof by facsimile or other electronic means shall be equally effective as delivery of an originally executed counterpart. The words "execution", "executed", "signed", "signature", and words of like import in this Agreement and the other Transaction Documents shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

9. GOVERNING LAW. THIS AMENDMENT, INCLUDING THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT WITHOUT REGARD TO ANY OTHER CONFLICTS OF LAW PROVISIONS THEREOF).

10. CONSENT TO JURISDICTION. (a) EACH PARTY HERETO HEREBY IRREVOCABLY SUBMITS TO (I) WITH RESPECT TO THE SELLER AND THE SERVICER, THE EXCLUSIVE JURISDICTION, AND (II) WITH RESPECT TO EACH OF THE OTHER PARTIES HERETO, THE NON-EXCLUSIVE JURISDICTION, IN EACH CASE, OF ANY NEW YORK STATE OR FEDERAL COURT SITTING IN NEW YORK CITY, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AMENDMENT, AND EACH PARTY HERETO HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING (I) IF BROUGHT BY THE SELLER, THE SERVICER OR ANY AFFILIATE THEREOF, SHALL BE HEARD AND DETERMINED, AND (II) IF BROUGHT BY ANY OTHER PARTY TO THIS AMENDMENT, MAY BE HEARD AND DETERMINED, IN EACH CASE, IN SUCH NEW YORK STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. NOTHING IN THIS SECTION 10 SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY OTHER PURCHASER PARTY TO BRING ANY ACTION OR PROCEEDING AGAINST THE SELLER OR THE SERVICER OR ANY OF THEIR RESPECTIVE PROPERTY IN THE COURTS OF OTHER JURISDICTIONS. EACH OF THE SELLER AND THE SERVICER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(b) EACH OF THE SELLER AND THE SERVICER CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO IT AT ITS ADDRESS SPECIFIED IN THE RECEIVABLES PURCHASE AGREEMENT. NOTHING IN THIS SECTION 10 SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY OTHER PURCHASER PARTY TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

11. Severability. Any provisions of this Amendment which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment or be given any substantive effect.

13. Reaffirmation of Performance Guaranty. After giving effect to this Amendment and the Fee Letter, all of the provisions of the Performance Guaranty shall remain in full force and effect and the Performance Guarantor hereby ratifies and affirms the Performance Guaranty and acknowledges that the Performance Guaranty has continued and shall continue in full force and effect in accordance with its terms.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

THE CHEMOURS COMPANY AR, LLC,
as the Seller

By: /s/ Matthew J. McColgan
Name: Matthew J. McColgan
Title: Treasurer

THE CHEMOURS COMPANY FC, LLC,
as the Servicer

By: /s/ Matthew J. McColgan
Name: Matthew J. McColgan
Title: Treasurer

S-1 *Fourth Amendment to Amended and Restated
Receivables Purchase Agreement (Chemours)*

Solely with respect to Section 13 hereof.

THE CHEMOURS COMPANY,
as Performance Guarantor

By: /s/ Matthew J. McColgan

Name: Matthew J. McColgan

Title: Vice President, Treasurer

*Fourth Amendment to Amended and Restated
Receivables Purchase Agreement (Chemours)*

THE TORONTO-DOMINION BANK,
as Administrative Agent

By: /s/ Luna Mills _____
Name: Luna Mills
Title: Managing Director

THE TORONTO-DOMINION BANK,
as LC Bank

By: /s/ Luna Mills _____
Name: Luna Mills
Title: Managing Director

THE TORONTO-DOMINION BANK,
as Group Agent for the TD Bank Group

By: /s/ Luna Mills _____
Name: Luna Mills
Title: Managing Director

THE TORONTO-DOMINION BANK,
as Related Committed Purchaser for Reliant Trust and GTA Funding

By: /s/ Luna Mills _____
Name: Luna Mills
Title: Managing Director

*Fourth Amendment to Amended and Restated
Receivables Purchase Agreement (Chemours)*

COMPUTERSHARE TRUST COMPANY OF CANADA, in its capacity as
trustee of RELIANT TRUST, by its U.S. Financial Services Agent, THE
TORONTO-DOMINION BANK,
as a Conduit Purchaser for the TD Bank Group

By: /s/ Luna Mills _____
Name: Luna Mills
Title: Managing Director

GTA FUNDING LLC,
as a Conduit Purchaser for the TD Bank Group

By: /s/ Kevin J. Corrigan _____
Name: Kevin J. Corrigan
Title: Vice President

*Fourth Amendment to Amended and Restated
Receivables Purchase Agreement (Chemours)*

Exhibit A

Amendments to the Amended and Restated Receivables Purchase Agreement

(Attached)

*Fourth Amendment to Amended and Restated
Receivables Purchase Agreement (Chemours)*

Exhibit G
Form of Information Package

(Attached)

*Fourth Amendment to Amended and Restated
Receivables Purchase Agreement (Chemours)*

EXECUTION VERSION

**EXHIBIT A TO THE ~~THIRD~~FOURTH AMENDMENT, DATED AS OF
MARCH ~~23~~28, ~~2023~~2025**

AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT

Dated as of March 9, 2020 by and
among
THE CHEMOURS COMPANY AR, LLC,
as Seller,

THE PERSONS FROM TIME TO TIME PARTY HERETO,
as Purchasers and as Group Agents,

THE TORONTO-DOMINION BANK,
as Administrative Agent,

THE TORONTO-DOMINION BANK,
as LC Bank, and
THE CHEMOURS COMPANY FC, LLC,
as initial Servicer

“Affiliate Receivable” means any account receivable or other right to payment from a Person, whether constituting an account, chattel paper, payment intangible, instrument or a general intangible, in each case, arising from the sale of goods, provided or to be provided, or provision of services, rendered or to be rendered, (a) by any Affiliate of an Originator (but not by an Originator or Seller) or (b) by an Originator so long as such account receivable or other right to payment does not constitute a Pool Receivable.

“Aggregate Capital” means, at any time of determination, the aggregate outstanding Capital of all Purchasers at such time.

“Aggregate Yield” means, at any time of determination, the aggregate accrued and unpaid Yield on the aggregate outstanding Capital of all Purchasers at such time.

“Agreement” has the meaning set forth in the preamble to this Agreement. “Amendment Date” means November 24, 2021.

“Anti-Corruption Laws” means all laws, rules, and regulations of any jurisdiction applicable to any Chemours Party or any of their respective Subsidiaries from time to time concerning or relating to bribery or corruption including, without limitation, the Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act of 2010, and any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

“Anti-Terrorism Laws” means each of: (a) the Executive Order; (b) the PATRIOT Act; (c) the Money Laundering Control Act of 1986, 18 U.S.C. Sect. 1956 and any successor statute thereto; (d) the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada); (e) the Bank Secrecy Act, and the rules and regulations promulgated thereunder; and (f) any other law of the United States, Canada or any member state of the European Union now or hereafter enacted to monitor, deter or otherwise prevent: (i) terrorism, (ii) the funding or support of terrorism or (iii) money laundering.

“Applicable Law” means, with respect to any Person, (x) all provisions of law, statute, treaty, constitution, ordinance, rule, regulation, ordinance, requirement, restriction, permit, executive order, certificate, decision, directive or order of any Governmental Authority applicable to such Person or any of its property and (y) all judgments, injunctions, orders, writs, decrees and awards of all courts and arbitrators in proceedings or actions in which such Person is a party or by which any of its property is bound. For the avoidance of doubt, FATCA shall constitute an “Applicable Law” for all purposes of this Agreement.

“Approved Foreign Countries” means the countries specified in Schedule IV (or any replacement Schedule IV hereto delivered either (i) by the Seller to the Administrative Agent and consented to in writing by the Administrative Agent in its sole discretion or (ii) by the Administrative Agent to the Seller with not less than five (5) Business Days prior written notice).

“Assignment and Acceptance Agreement” means an assignment and acceptance agreement entered into by a Committed Purchaser, an Eligible Assignee, such Committed

“Conduit Purchaser” means each commercial paper conduit that is or becomes a party to this Agreement in the capacity of a “Conduit Purchaser”.

“Connection Income Taxes” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“Consigned Goods Excess Concentration Amount” means, at any time, (i) if no Subject Consigned Goods Trigger Event has occurred and is continuing, the amount (if any) by which (a) the aggregate Subject Consigned Goods Balance exceeds (b) ~~5.0%~~the applicable Consigned Goods Excess Concentration Percentage of the aggregate Unpaid Balance of all Eligible Receivables then in the Receivables Pool at such time or (ii) otherwise, the greater of (a) the aggregate Subject Consigned Goods Balance and (b) the Consigned Goods Litigation Demand Amount; provided that the Consigned Goods Excess Concentration Amount shall be zero (0) if there is no effective UCC-1 financing statement filed in the applicable filing office naming the Subject Consigned Goods Provider as secured party and any Chemours Party as debtor or any such effective UCC-1 financing statement has been amended in a manner consented to in writing by the Administrative Agent.

“Consigned Goods Excess Concentration Percentage” means 10.0%; provided, however, that the Administrative Agent may, in its sole discretion, reduce such percentage to 5.0% upon the delivery of no less than 5 Business Days written notice thereof to the Seller or any other Chemours Party.

“Consigned Goods Litigation” has the meaning set forth in Section 8.02(e).

“Consigned Goods Litigation Demand Amount” means, at any time, the aggregate amount demanded by the Subject Consigned Goods Provider in any pleading or filing made by or on behalf of the Subject Consigned Goods Provider in connection with any Consigned Goods Litigation that is continuing.

“Contract” means, with respect to any Receivable, the contract or contracts (including any purchase order or invoice), between an Originator and an Obligor, pursuant to which such Receivable arises or which evidences such Receivable and, for purposes of this Agreement only, which has been sold or contributed to Seller pursuant to the Purchase and Sale Agreement. A “related” Contract with respect to a Pool Receivable means a Contract under which such Pool Receivable arises or which is relevant to the collection or enforcement of such Pool Receivable.

“Contractual Dilution” means any dilution or similar adjustments arising out of chargebacks, terms discounts, indirect rebates, direct rebates (net of any direct rebate recovery), promotional programs or similar arrangements which are customary for the Originators and specified in the related Contract or applicable marketing program related to the applicable Receivable and Obligor thereof.

“Contractual Dilution Accrual” means, at any time of determination, the aggregate amount of Contractual Dilution that is expected by the Servicer to be made or otherwise incurred with respect to the then outstanding Pool Receivables as such expected dilution and similar adjustments are reflected on the books and records of the applicable Originator and

ADR = the average of the Dilution Ratios for the preceding twelve Settlement Periods; and
 DHR = the Dilution Horizon Ratio on such day.

“Dilution Reserve Percentage” means, on any day, a percentage determined as follows:

$$\{(SF \times ADR) + DVR\} \times DHR$$

where:

SF = ~~2.25~~ 2.50;

ADR = the average of the Dilution Ratios for the preceding twelve Settlement Periods;

DVR = the Dilution Volatility Ratio on such day; and

DHR = the Dilution Horizon Ratio on such day.

“Dilution Volatility Ratio” means, on any day, a percentage determined as follows:

$$(DS-ADR) \times (DS/ADR)$$

where:

DS = the highest average Dilution Ratio for any three (3) consecutive Settlement Periods observed over the preceding twelve Settlement Periods; and

ADR = the average of the Dilution Ratios for the preceding twelve Settlement Periods;

“Disqualified Institutions” means (a) certain banks, financial institutions and other institutional lenders or investors or any competitors of the Parent that, in each case, have been specified by name to the Administrative Agent by the Seller in writing prior to the date hereof (collectively, the “Identified Institutions”) and (b) with respect to such Identified Institutions, persons (such persons, “Known Affiliates”) that are Affiliates of such Identified Institutions that are clearly identifiable as Affiliates of such Identified Institutions solely on the basis of the similarity of their respective names, but excluding any Person that is a bona fide debt fund or investment vehicle that is engaged in making, purchasing, holding or otherwise investing in loans, bonds or similar extensions of credit or securities in the ordinary course; provided, further, that, upon reasonable notice to the Administrative Agent after the date hereof, the Seller shall be permitted to supplement in writing the list of Persons that are Disqualified Institutions with the name of any Person that is or becomes a competitor of the Parent or a Known Affiliate of one of the competitors of the Parent, which supplement shall be in the form of a list of names provided to the Administrative Agent. It is understood and agreed by the parties hereto that any modification to the list of Disqualified Institutions will not be effective until the date that is three

(3) Business Days following the receipt by the Administrative Agent of written notice from the Seller as to such modification.

“Divestiture Effective Date” means the date, if any, following the Amendment Date and no later than December 31, 2021 in which Chemours' sales of the Excluded Division to (i) Draslovka Holding a.s. (or any Affiliate thereof) or (ii) any Chemours Party (or any Affiliate thereof), in either case, becomes effective.

“Drawing Date” has the meaning set forth in Section 3.04(a).

“DSO Adjustment Factor” means, as of any date of determination, the product of: (a) an amount equal to (i) the excess (if any) of the Days' Sales Outstanding as of the most recently ended Settlement Period over 60, divided by (ii) 30, times (b) the aggregate initial Unpaid Balance of all Receivables originated by the Originators during the fifth preceding Settlement Period.

“Dynamic Loss Reserve Percentage” means, on any day, a percentage determined as follows:

$$SF \times LR \times LHR$$

where:

SF = ~~2.25~~ 2.50;

LR = the highest average Loss Ratio for any three (3) consecutive Settlement Periods observed over the preceding 12 Settlement Periods; and

LHR = Loss Horizon Ratio on such day.

“Eligible Assignee” means (i) any Committed Purchaser or any of its Affiliates, (ii) any Person managed by a Committed Purchaser or any of its Affiliates (other than a natural person (and any holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person)) and (iii) any other financial or other institution, in each case, other than a Defaulting Purchaser or Disqualified Institution; provided that the list of Disqualified Institutions has been provided to the Administrative Agent.

“Eligible Chemours Obligor” has the meaning specified in the Side Letter.

“Eligible Contract” means a Contract governed by the law of (x) the United States of America or of any State or territory thereof or (y) if the related Obligor of which is an Eligible Foreign Obligor, any Eligible Foreign Country or State, territory, province or any other political subdivision thereof, in each case, that contains an obligation to pay a specified sum of money on or before a date certain and that has been duly authorized by each party thereto and which (i) does not require any Obligor thereunder to consent to any transfer, sale or assignment thereof or of the related Receivable or any proceeds of any of the foregoing, (ii) is not “chattel paper” as defined in the UCC of any jurisdiction governing the perfection or assignment of the related Receivable, (iii) the payment terms of which have not been modified, extended or rewritten in

any manner (except for extensions, rewritings and modifications expressly permitted hereunder) and (iv) remains in full force and effect.

“Eligible Foreign Country” means, at any time, any country that satisfies each of the following: (i) is not a Sanctioned Country, (ii) is not the United States of America or any territory thereof, and (iii) is ~~either an OECD Country or~~ an Approved Foreign Country.

“Eligible Foreign Obligor” means an Obligor that is organized in and that has a head office (domicile), registered office and chief executive office that is located in an Eligible Foreign Country.

“Eligible Receivable” means, as of any date of determination, a Receivable:

(a)(i) which represents all or part of the sales price of goods or services, sold by an Originator and billed to the related Obligor in the ordinary course of such Originator’s business and sold or contributed to Seller pursuant to the Purchase and Sale Agreement, (ii) for which all obligations of the Originator in connection with which have been fully performed (other than the delivery of the related goods or merchandise with respect to In-Transit Receivables), (iii) no portion of which is in respect of any amount as to which any related Obligor is permitted to withhold payment until the occurrence of a specified event or condition (including “guaranteed” or “conditional” sales or any performance by an Originator), (iv) for which immediately prior to the sale or contribution thereof pursuant to the Purchase and Sale Agreement, the underlying goods in connection with such Receivable were owned by the Originator and not subject to any Adverse Claim other than any Permitted Lien or other Adverse Claim that has been released, (v) which is not issued under cash-in-advance or cash-on-account terms or (vi) which has payment terms of ~~not more than~~ 120 days or less from the original billing date; provided that, for the avoidance of doubt, other than with respect to any In-Transit Receivable, no portion of any Receivable billed to any Obligor for which the related goods or services have not been delivered or performed by an Originator shall constitute an “Eligible Receivable” (including for purposes of calculating the Net Pool Balance);

(b)for which the related Originator has recognized all of the related revenue on its financial books and records in accordance with GAAP;

(c)which (i) constitutes an “account” or a “payment intangible”, (ii) is not evidenced by “instruments” or “chattel paper” and (iii) does not constitute, or arise from the sale of, “as-extracted collateral”, in each case, as defined in the UCC;

(d)each Obligor of which is a commercial Obligor or a Governmental Authority and is not an Excluded Obligor;

(e)no Obligor of which (i) is a Sanctioned Person, (ii) is a natural Person acting in its individual capacity or (iii) is subject to an Event of Bankruptcy that has occurred and is continuing;

(f)each Obligor is organized in the United States of America or any State or territory thereof or in an Eligible Foreign Country or State, territory, province or any

“Executive Order” means Executive Order No. 13224 on Terrorist Financings: Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism issued on September 23, 2001.

“Exiting Group” has the meaning set forth in Section 2.02(g).

“Extended-Term Excess Concentration Amount” means, at any time, the amount (if any) by which (a) the aggregate Unpaid Balance of all Eligible Receivables then in the Receivables Pool, that constitute Extended-Term Receivables, exceeds (b) ~~5.07.5~~% of the aggregate Unpaid Balance of all Eligible Receivables then in the Receivables Pool at such time.

“Extended-Term Receivable” means any Receivable that has payment terms of more than 90 days from the original billing date.

“Facility Limit” means \$~~175,000,000~~165,000,000 as reduced from time to time pursuant to Section 2.02(e) or increased from time to time pursuant to Section 2.02(h). References to the unused portion of the Facility Limit shall mean, at any time of determination, an amount equal to
(x) the Facility Limit at such time, minus (y) the sum of the Aggregate Capital plus the LC Participation Amount.

“FATCA” means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b)(1) of the Code, any intergovernmental agreements entered into in connection with the implementation of the foregoing and any fiscal or regulatory legislation, rules or official practices implemented to give effect to any such intergovernmental agreements.

“Federal Funds Rate” means, for any day, the per annum rate set forth in the weekly statistical release designated as H.15(519), or any successor publication, published by the Federal Reserve Board (including any such successor, “H.15(519)”) for such day opposite the caption “Federal Funds (Effective).” If on any relevant day such rate is not yet published in H. 15(519), the rate for such day will be the rate set forth in the daily statistical release designated as the Composite 3:30 p.m. Quotations for U.S. Government Securities, or any successor publication, published by the Federal Reserve Bank of New York (including any such successor, the “Composite 3:30 p.m. Quotations”) for such day under the caption “Federal Funds Effective Rate.” If on any relevant day the appropriate rate is not yet published in either H.15(519) or the Composite 3:30 p.m. Quotations, the rate for such day will be the arithmetic mean as determined by the Administrative Agent of the rates for the last transaction in overnight Federal funds arranged before 9:00 a.m. (New York time) on that day by each of three leading brokers of Federal funds transactions in New York City selected by the Administrative Agent.

“Federal Reserve Board” means the Board of Governors of the Federal Reserve System, or any entity succeeding to any of its principal functions.

“Fee Letter” has the meaning specified in Section 2.03(a).

“Fees” has the meaning specified in Section 2.03(a).

“Floor” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Adjusted SMIR or the Adjusted Daily Simple SOFR, as applicable. For the avoidance of doubt the initial Floor for each of the Adjusted SMIR or the Adjusted Daily Simple SOFR shall be 0.00%.

“Final Payout Date” means the date on or after the Termination Date when (i) the Aggregate Capital has been reduced to zero and Aggregate Yield has been paid in full, (ii) the LC Participation Amount has been reduced to zero (\$0) and no Letters of Credit issued hereunder remain outstanding and undrawn, (iii) all other Seller Obligations (other than contingent obligations as to which no claims have been brought) shall have been paid in full, (iv) all other amounts owing to the Purchaser Parties and any other Seller Indemnified Party or Affected Person hereunder and under the other Transaction Documents (other than contingent obligations as to which no claims have been brought) have been paid in full and (v) all accrued Servicing Fees have been paid in full.

“Financial Officer” of any Person means, the chief executive officer, the chief financial officer, the chief accounting officer, the principal accounting officer, the controller, the treasurer or the assistant treasurer of such Person.

“First Data” means First Data Corporation, a Delaware corporation.

“Foreign Obligor Excess Concentration Amount” means, at any time, the amount (if any) by which (a) the aggregate Unpaid Balance of all Eligible Receivables then in the Receivables Pool, any Obligor of which is both an Eligible Foreign Obligor and not an Eligible Chemours Obligor, exceeds (b) ~~25.0~~17.5% of the aggregate Unpaid Balance of all Eligible Receivables then in the Receivables Pool at such time.

“GAAP” means generally accepted accounting principles in the United States of America, consistently applied.

“Governmental Acts” has the meaning specified in Section 3.09.

“Governmental Authority” means any government or political subdivision or any agency, authority, bureau, regulatory body, court, central bank, commission, department or instrumentality of any such government or political subdivision, or any other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government or any court, tribunal, grand jury or arbitrator, or any accounting board or authority (whether or not part of a government) which is responsible for the establishment or interpretation of national or international accounting principles, in each case whether foreign or domestic (including any supra-national bodies such as the European Union or the European Central Bank).

“Governmental Authority Excess Concentration Amount” means, at any time, the amount (if any) by which (a) the aggregate Unpaid Balance of all Eligible Receivable then in the

“Sanctioned Person” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”) (or any successor thereto) or the U.S. Department of State, available at: <http://www.treasury.gov/resource-center/sanctions/SDN List/Pages/default.aspx>, or as otherwise published from time to time and any other Person listed in any Sanctions-related list of the United Nations Security Council, the European Union or any EU member state; (b) that is fifty-percent or more owned, directly or indirectly, in the aggregate by one or more Persons described in clause (a) above; (c) that is organized under the laws of or resident in a Sanctioned Country; or (d) (i) an agency of the government of a Sanctioned Country or (ii) an organization controlled by a Sanctioned Country.

“Sanctions” means the laws, rules, regulations and executive orders promulgated or administered to implement economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time (a) by the United States government, including those administered by OFAC, the US State Department, the US Department of Commerce or the US Department of the Treasury, or (b) by the United Nations Security Council, the European Union or His Majesty’s Treasury of the United Kingdom.

“Scheduled Termination Date” means March 31, ~~2025~~2028, as such date may be extended from time to time pursuant to Section 2.02(g).

“SEC” means the U.S. Securities and Exchange Commission or any successor governmental agencies.

“Secured Parties” means each Purchaser Party, each Seller Indemnified Party and each Affected Person.

“Securities Act” means the Securities Act of 1933, as amended or otherwise modified from time to time.

“Security” is defined in Section 2(a)(1) of the Securities Act.

“Seller” has the meaning specified in the preamble to this Agreement. “Seller Collateral” has the meaning set forth in Section 15.09.

“Seller Event of Bankruptcy” means an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Seller or its debts, or of a substantial part of its assets, under any Federal, State or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Seller or for a substantial part of its assets.

“Seller Guaranty” has the meaning set forth in Section 15.01.

“Seller Indemnified Amounts” has the meaning set forth in Section 13.01(a).

“Subject Financing Statement” means the UCC-1 financing statement of the Subject Consigned Goods Provider disclosed to the Administrative Agent prior to the date hereof.

“Sub-Servicer” has the meaning set forth in Section 9.01(d).

“Subsidiary” means, with respect to any Person: (a) any corporation, association, or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof and (b) any partnership, joint venture, limited liability company or similar entity of which (A) more than 50% of the voting interests or general partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof whether in the form of membership, general, special or limited partnership or otherwise and (B) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

“Supplier Receivable” means any Pool Receivable owed by any Obligor that both (i) is a material supplier (or an Affiliate thereof) to any Chemours Party or any of its Subsidiaries and (ii) for which any Chemours Party or any of its Subsidiaries has established any offset or netting arrangements (including customer deposits and advance payments (including payments relating to unearned revenues)) with such Obligor.

“Taxes” means any and all present or future taxes, levies, imposts, duties, deductions, assessments, fees, charges or withholdings (including backup withholding) imposed by any Governmental Authority and all interest, penalties, additions to tax and any similar liabilities with respect thereto.

“TD Bank” has the meaning set forth in the preamble to this Agreement.

“Termination Date” means the earliest to occur of (a) the Scheduled Termination Date, (b) the date on which the “Termination Date” is declared or deemed to have occurred under Section 10.01 and (c) the date selected by the Seller on which all Commitments have been reduced to zero pursuant to Section 2.02(e).

“Tier 1 Foreign Countries” means the countries designed as “Tier 1” in Schedule IV. (or any replacement Schedule IV hereto delivered either (i) by the Seller to the Administrative Agent and consented to in writing by the Administrative Agent in its sole discretion or (ii) by the Administrative Agent to the Seller with not less than five (5) Business Days prior written notice).

“Tier 1 Eligible Foreign Obligor” means an Obligor that is organized in and that has a head office (domicile), registered office and chief executive office that is located in a Tier 1 Foreign Country.

“Tier 2 Foreign Countries” means the countries designed as “Tier 2” in Schedule IV. (or any replacement Schedule IV hereto delivered either (i) by the Seller to the Administrative

Agent and consented to in writing by the Administrative Agent in its sole discretion or (ii) by the Administrative Agent to the Seller with not less than five (5) Business Days prior written notice).

“Tier 2 Eligible Foreign Obligor” means an Obligor that is organized in and that has a head office (domicile), registered office and chief executive office that is located in a Tier 2 Foreign Country.

“Tier 2 Foreign Obligor Excess Concentration Amount” means, at any time, the amount (if any) by which (a) the aggregate Unpaid Balance of all Eligible Receivables then in the Receivables Pool, any Obligor of which is a Tier 2 Eligible Foreign Obligor, exceeds (b) 5.0% of the aggregate Unpaid Balance of all Eligible Receivables then in the Receivables Pool at such time.

“Top Ten Obligor” means, at any time of determination, the Obligors that have the ten largest Obligor Percentages at such time.

“Transaction Documents” means this Agreement, the Purchase and Sale Agreement, the Account Control Agreements, the Fee Letter, the Performance Guaranty, the Side Letter and all other certificates, instruments, UCC financing statements, reports, notices, agreements and documents executed or delivered under or in connection with this Agreement, in each case as the same may be amended, supplemented or otherwise modified from time to time in accordance with this Agreement.

“UCC” means the Uniform Commercial Code as from time to time in effect in the applicable jurisdiction.

“Unadjusted Benchmark Replacement” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“Unmatured Event of Termination” means any event which, with the giving of notice or lapse of time, or both, would become an Event of Termination.

“Unpaid Balance” means, at any time of determination, with respect to any Receivable, the then outstanding principal balance thereof.

“Unsold Receivables” means, at any time, all Pool Receivables that are not then Sold Receivables.

“U.S. Dollars” means dollars in lawful money of the United States of America.

“U.S. Government Securities Business Day” means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“U.S. Tax Compliance Certificate” has the meaning set forth in Section 5.03(f)(ii)(B)(3).

SCHEDULE I
Commitments

<u>Party</u>	<u>Capacity</u>	<u>Commitment</u>
TD Bank	Committed Purchaser	\$175,000,000 <u><u>165,000,000</u></u>

Schedule I

SCHEDULE III
Notice Addresses

- (A) in the case of the Seller, at the following address: 1007 Market Street
 Wilmington, Delaware 19801
 Attn: ~~Jacqueline Senosain~~ [Harris Arch](#)
 Tel: (302) 773 ~~0160~~ [0155](#)
 Email: ~~jacqueline.senosain~~ harris.arch@chemours.com
- With a copy to:
 1007 Market Street
 Wilmington, Delaware 19801
 Attn: ~~Mark Staub~~ [Matt McColgan](#)
 Tel: (~~302~~ [267](#)) ~~773-3914~~ [207-9420](#)
 Email: ~~MARK.STAUB~~ matt.mccolgan@chemours.com
- (B) in the case of the Servicer, at the following address: 1007 Market Street
 Wilmington, Delaware 19801
 Attn: ~~Jacqueline Senosain~~ [Harris Arch](#)
 Tel: (302) 773 ~~0160~~ [0155](#)
 Email: ~~jacqueline.senosain~~ harris.arch@chemours.com
- With a copy to:
 1007 Market Street
 Wilmington, Delaware 19801
 Attn: ~~Mark Staub~~ [Matt McColgan](#)
 Tel: (~~302~~ [267](#)) ~~773-3914~~ [207-9420](#)
 Email: ~~MARK.STAUB~~ matt.mccolgan@chemours.com
- (C) in the case of the Administrative Agent, at the following address: The Toronto-Dominion Bank
 TD North Tower 25th Floor,
 77 King Street West,
 Toronto, ON, M5K 1A2
 Attention: ASG Asset Securitization
 Email: asgoperations@tdsecurities.com

Schedule III-1
