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

June 6, 2018
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	**46-4845564**
(Commission File Number)	(IRS Employer Identification No.)

1007 Market Street
Wilmington, Delaware, 19899
(Address of Principal Executive Offices) (Zip Code)

(302) 773-1000
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

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

☐ 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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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 1.01 Entry into a Material Definitive Agreement.

The information set forth in Item 8.01 of this Current Report on Form 8-K regarding the Second Supplemental Indenture (as defined below), the Fourth Supplemental Indenture (as defined below) and the Notes (as defined below) is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 8.01 of this Current Report on Form 8-K regarding the Notes is incorporated herein by reference.

Item 8.01 Other Events

Offering of 4.000% Senior Notes due 2026

On June 6, 2018, The Chemours Company (the "Company") closed the public underwritten offering (the "Offering") of €450,000,000 aggregate principal amount of the Company's 4.000% Senior Notes due 2026 (the "Notes"), pursuant to the Underwriting Agreement (the "Underwriting Agreement"), dated as of May 22, 2018, by and among the Company, the guarantors named therein (the "Guarantors") and the several underwriters named therein. The Notes were issued pursuant to the Indenture, dated as of May 23, 2017 (the "2017 Base Indenture"), between the Company and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by the Second Supplemental Indenture setting forth the terms of the Notes, dated as of June 6, 2018, among the Company, the Guarantors, the Trustee, Elavon Financial Services DAC, UK Branch, as paying agent (the "Paying Agent"), and Elavon Financial Services DAC, as the registrar and transfer agent (the "Registrar and Transfer Agent") (the "Second Supplemental Indenture" and together with the 2017 Base Indenture, the "Indenture"). The Notes were offered and sold pursuant to a registration statement on Form S-3 (File No. 333-217642), including the related prospectus, as supplemented by a prospectus supplement filed with the Securities and Exchange Commission pursuant to Rule 424(b) under the Securities Act of 1933, as amended. The net proceeds from the Offering, together with cash on hand, will be used to repurchase or redeem, as applicable, €294,679,000 of the Company's outstanding 6.125% Senior Notes due 2023 and $250,000,000 of the Company's outstanding 6.625% Senior Notes due 2023, and to pay any related fees, expenses and commissions related to the foregoing and to the Offering.

The Company will pay interest on the Notes, semi-annually in arrears on May 15 and November 15 of each year, beginning on November 15, 2018. The Notes will mature on May 15, 2026.

The Company may redeem the Notes, in whole or in part, from time to time at its option, prior to May 15, 2021, at redemption prices equal to 100% of the aggregate principal amount of the Notes to be redeemed, plus the applicable "make-whole" premium and accrued and unpaid interest, if any, to, but excluding, the redemption date. Also, at any time prior to May 15, 2021, the Company may redeem up to 35% of the aggregate principal amount of the Notes with the net cash proceeds from certain equity offerings at a price equal to 104.000% of the principal amount of such Notes, plus accrued and unpaid interest, if any, to, but excluding, the redemption date. On or after May 15, 2021, the Company may redeem the Notes, in whole or in part, from time to time at its option, at the redemption prices set forth in the Indenture, plus accrued and unpaid interest, if any, to, but excluding, the redemption date. In addition, the Company may redeem the Notes, at its option, in whole but not in part, in the event of certain developments affecting United States taxation. In the event of the occurrence of both (1) a Change of Control (as defined in the Second Supplemental Indenture) and (2) a Rating Event (as defined in the Second Supplemental Indenture) within a specified period, unless the Company has previously exercised its optional redemption right with respect to the Notes in whole, the Company will be required to offer to repurchase the Notes from the holders at a price in cash equal to 101% of the then outstanding principal amount of the Notes, plus accrued and unpaid interest, if any, to, but excluding, the date of repurchase.

The Indenture includes certain covenants, including limitations on the Company's ability to create certain liens on its assets or consolidate, merge or sell all or substantially all of its assets, subject to a number of important exceptions as specified in the Indenture. The Notes are unsecured and unsubordinated obligations of the Company and rank equally with all of the Company's existing and future unsecured and unsubordinated indebtedness outstanding from time to time. The Indenture contains customary event of default provisions.

2023 Notes Amendments

On June 6, 2018, the Company, the Guarantors, the Trustee, the Paying Agent and the Registrar and Transfer Agent entered into the Fourth Supplemental Indenture (the "Fourth Supplemental Indenture") to the base indenture, dated as of May 12, 2015 (the "2015 Base Indenture"), among the Company, the guarantors party thereto, the Trustee, the Paying Agent and the Registrar. The Fourth Supplemental Indenture effects certain amendments (the "2023 Notes Amendments") to the 2015 Base Indenture, as supplemented by the Third Supplemental Indenture (the "Third Supplemental Indenture"), dated as of May 12, 2015, among the Company, the Guarantors, the Trustee, the Paying Agent and the Registrar and Transfer Agent, setting forth the terms of the Company's 6.125% Senior Notes due 2023 (the "2023 Notes"). Holders representing a majority of the aggregate principal amount of the 2023 Notes outstanding (excluding any 2023 Notes owned by the Company or any Guarantor or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company or any Guarantor) consented to the 2023 Notes Amendments.

The 2023 Notes Amendments amend the 2015 Base Indenture, as supplemented by the Third Supplemental Indenture, to shorten the minimum notice period: (i) for any optional redemption of the 2023 Notes by the Company on or after May 15, 2018, from at least 30 days but not more than 60 days to at least two business days but not more than 60 days; and (ii) for any optional redemption of the 2023 Notes by the Company at any time, following a tender offer for all of the outstanding 2023 Notes at a price of at least 100% of the principal amount of the 2023 Notes tendered and where at least 90% in aggregate principal amount of the outstanding 2023 Notes have tendered, from at least 30 days but not more than 60 days to at least one business day but not more than 60 days.

The foregoing descriptions of the Underwriting Agreement, the Second Supplemental Indenture, the Fourth Supplemental Indenture and the Notes do not purport to be complete and are qualified in their entirety by reference to the full text of these documents, which are filed as Exhibits 1.1, 4.1, 4.2 and 4.3 respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

On June 4, 2018, the Company issued a press release announcing the early tender date of the previously announced tender offer and consent solicitation and receipt of the requisite consents to approve the 2023 Notes Amendments. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit 1.1	Underwriting Agreement, dated as of May 22, 2018, by and among The Chemours Company, the guarantors named therein and the several underwriters named therein.
Exhibit 4.1	Second Supplemental Indenture, dated as of June 6, 2018, among The Chemours Company, the guarantors named therein, U.S. Bank National Association, as trustee, Elavon Financial Services DAC, UK Branch, as paying agent, and Elavon Financial Services DAC, as registrar and transfer agent.
Exhibit 4.2	Fourth Supplemental Indenture, dated as of June 6, 2018, among The Chemours Company, the guarantors named therein, U.S. Bank National Association, as trustee, Elavon Financial Services DAC, UK Branch, as paying agent, and Elavon Financial Services DAC, as registrar and transfer agent.
Exhibit 4.3	Specimen 4.000% Senior Note Due 2026 (included in Exhibit 4.1).
Exhibit 5.1	Opinion of Morrison & Foerster LLP.

Exhibit 5.2	Opinion of Locke Lord LLP.
Exhibit 5.3	Opinion of Butler Snow LLP.
Exhibit 23.1	Consent of Morrison & Foerster LLP (included in Exhibit 5.1).
Exhibit 23.2	Consent of Locke Lord LLP (included in Exhibit 5.2).
Exhibit 23.3	Consent of Butler Snow LLP (included in Exhibit 5.3).
Exhibit 99.1	Press release dated as of June 4, 2018 issued by The Chemours Company.

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

Date: June 6, 2018

By: /s/ Mark E. Newman
Name: Mark E. Newman
Title: Senior Vice President and
Chief Financial Officer

Exhibit 1.1

EXECUTION VERSION

THE CHEMOURS COMPANY

€450,000,000 4.000% Senior Notes Due 2026

UNDERWRITING AGREEMENT

May 22, 2018

CITIGROUP GLOBAL MARKETS INC.,
As Representative of the Several Underwriters,
388 Greenwich Street
New York, New York 10013

Dear Ladies and Gentlemen:

1. *Introductory.* The Chemours Company, a Delaware corporation (the "**Company**"), agrees with the several underwriters named in Schedule A hereto (the "**Underwriters**"), for whom Citigroup Global Markets Inc. is acting as representative (in such capacity, the "**Representative**"), to issue and sell to the several Underwriters €450,000,000 aggregate principal amount of its 4.000% Senior Notes Due 2026 (the "**Offered Securities**"). The Offered Securities shall be issued under the indenture, dated as of May 23, 2017 (the "**Base Indenture**"), between the Company and U.S. Bank National Association, as trustee (the "**Trustee**"), and supplemented by a supplemental indenture for the Offered Securities (the "**Supplemental Indenture**") among the Company, the guarantors listed on Schedule B hereto (the "**Guarantors**"), the Trustee, Elavon Financial Services DAC, UK Branch, as paying agent, and Elavon Financial Services DAC, as registrar and transfer agent, each to be dated as of the Closing Date (as defined below) (the Base Indenture, as supplemented by the Supplemental Indenture, the "**Indenture**"). The Offered Securities will be unconditionally guaranteed (the "**Guarantees**") by the Guarantors and any other entity that becomes a guarantor of the Offered Securities following the Closing Date, pursuant to the terms of the Indenture.

2. *Representations and Warranties of the Company and the Guarantors*. The Company and the Guarantors, jointly and severally, represent and warrant to, and agree with, the several Underwriters that:

(a) *Filing and Effectiveness of Registration Statement; Certain Defined Terms*. The Company has filed with the Commission a registration statement on Form S-3ASR (No. 333-217642), including a related prospectus or prospectuses, covering the registration of the Offered Securities under the Act, which has become effective. "**Registration Statement**" at any particular time means such registration statement in the form then filed with the Commission, including any amendment thereto, any document incorporated by reference therein and all 430B Information and all 430C Information with respect to such registration statement, that in any case has not been superseded or modified. "**Registration Statement**" without reference to a time means the Registration Statement as of the Time of Sale. For purposes of this definition, 430B Information and 430C Information shall be considered to be included in the Registration Statement as of the time specified in Rule 430B and Rule 430C, respectively.

For purposes of this Agreement:

"**430B Information**" means information included in a prospectus then deemed to be a part of the Registration Statement pursuant to Rule 430B(e) or retroactively deemed to be a part of the Registration Statement pursuant to Rule 430B(f).

"**430C Information**" means information included in a prospectus then deemed to be a part of the Registration Statement pursuant to Rule 430C.

"**Act**" means the Securities Act of 1933, as amended.

"**Applicable Time**" means 3:30 p.m. (New York City time) on the date of this Agreement.

"**Closing Date**" has the meaning defined in Section 3 hereof.

"**Commission**" means the Securities and Exchange Commission.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Final Prospectus**" means the Statutory Prospectus that discloses the public offering price, other 430B Information and other final terms of the Offered Securities and otherwise satisfies Section 10(a) of the Act.

"**General Use Issuer Free Writing Prospectus**" means any Issuer Free Writing Prospectus that is intended for general distribution to prospective investors, as evidenced by its being so specified in Schedule C to this Agreement.

"**Issuer Free Writing Prospectus**" means any "issuer free writing prospectus," as defined in Rule 433, relating to the Offered Securities in the form filed or required to be filed with the Commission or, if not required to be filed, in the form required to be retained in the Company's records pursuant to Rule 433(g).

"**Limited Use Issuer Free Writing Prospectus**" means any Issuer Free Writing Prospectus that is not a General Use Issuer Free Writing Prospectus.

"**Relevant Taxing Jurisdiction**" means, collectively, the United States or any political subdivision or any authority or agency therein or thereof having power to tax, or of any other jurisdiction in which the Company or a Guarantor, as the case may be, is organized or is otherwise resident for tax purposes or any jurisdiction from or through which a payment is made under this Agreement.

"**Rules and Regulations**" means the rules and regulations of the Commission under the Act, the Exchange Act or the Trust Indenture Act.

"**Securities Laws**" means, collectively, the Sarbanes-Oxley Act of 2002 ("**Sarbanes-Oxley**"), the Act, the Exchange Act, the Trust Indenture Act, the Rules and Regulations, the auditing principles, rules, standards and practices applicable to auditors of "issuers" (as defined in Sarbanes-Oxley) promulgated or approved by the Public Company Accounting Oversight Board and the rules of the New York Stock Exchange.

"**Statutory Prospectus**" with reference to any particular time means the prospectus relating to the Offered Securities that is included in the Registration Statement immediately prior to that time, including all 430B Information and all 430C Information with respect to the Registration Statement. For purposes of this definition, 430B Information shall be considered to be included in the Statutory Prospectus only as of the actual time that form of prospectus (including a prospectus supplement) is filed with the Commission pursuant to Rule 424(b) and not retroactively.

"**Time of Sale**" means the time of the first contract of sale for the Offered Securities.

"**Trust Indenture Act**" means the Trust Indenture Act of 1939, as amended.

Unless otherwise specified, a reference to a "rule" is to the indicated rule under the Act.

(b) *Compliance with Securities Act Requirements.* (i) (A) At the time the Registration Statement initially became effective, (B) at the time of each amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether by post-effective amendment, incorporated report or form of prospectus) and (C) at the Time of Sale relating to the Offered Securities, the Registration Statement conformed in all material respects to the requirements of the Act, the Trust Indenture Act and the Rules and Regulations and did not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading and (ii) (A) on its date and (B) on the Closing Date, the Final Prospectus will conform in all material respects to the requirements of the Act and the Rules and Regulations, and will not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to (i) that part of the Registration Statement that constitutes the Statement of Eligibility and Qualification (Form T-1) of the Trustee under the Trustee Indenture Act or (ii) statements in or omissions from any such document based upon written information furnished to the Company by any Underwriter through the Representative specifically for use therein, it being understood and agreed that the only such information is that described as such in Section 9(b) hereof. Each document, if any, filed or to be filed pursuant to the Exchange Act and incorporated by reference in the General Disclosure Package and the Final Prospectus complied or will comply when so filed in all material respects with the Exchange Act and the applicable rules and regulations of the Commission thereunder.

(c) *Automatic Shelf Registration Statement.* (i) *Well-Known Seasoned Issuer Status*. (A) At the time of initial filing of the Registration Statement, (B) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus), and (C) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c)) made any offer relating to the Offered Securities in reliance on the exemption of Rule 163, the Company was a "well known seasoned issuer" as defined in Rule 405.

(ii) *Effectiveness of Automatic Shelf Registration Statement*. The Registration Statement is an "automatic shelf registration statement," as defined in Rule 405, that initially became effective within three years of the date of this Agreement.

(iii) *Eligibility to Use Automatic Shelf Registration Form*. The Company has not received from the Commission any notice pursuant to Rule 401(g)(2) objecting to use of the automatic shelf registration statement form. If, at any time when Offered Securities remain unsold by the Underwriters, the Company receives from the Commission a notice pursuant to Rule 401(g)(2) or otherwise ceases to be eligible to use the automatic shelf registration statement form, the Company will (i) promptly notify the Representative, (ii) promptly file a new registration statement or post-effective amendment on the proper form relating to the Offered Securities, in a form satisfactory to the Representative, (iii) use its best efforts to cause such registration statement or post-effective amendment to be declared effective as soon as practicable, and (iv) promptly notify the Representative of such effectiveness. The Company will take all other action necessary or appropriate to permit the public offering and sale of the Offered Securities to continue as contemplated in the registration statement that was the subject of the Rule 401(g)(2) notice or for which the Company has otherwise become ineligible. References herein to the Registration Statement shall include such new registration statement or post-effective amendment, as the case may be.

(iv) *Required Filings.* The Company has timely made all filings required to be made by it under the Exchange Act that are required in order to meet the eligibility requirements of Form S-3.

(d) *Ineligible Issuer Status*. (i) At the earliest time after the filing of the Registration Statement that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2)) of the Offered Securities and (ii) at the date of this Agreement, the Company was not and is not an "ineligible issuer," as defined in Rule 405, including (x) the Company or any subsidiary of the Company in the preceding three years not having been convicted of a felony or misdemeanor or having been made the subject of a judicial or administrative decree or order as described in Rule 405 and (y) the Company in the preceding three years not having been the subject of a bankruptcy petition or insolvency or similar proceeding, not having had a registration statement be the subject of a proceeding under Section 8 of the Act and not being the subject of a proceeding under Section 8A of the Act in connection with the offering of the Offered Securities, all as described in Rule 405.

(e) *General Disclosure Package*. As of the Applicable Time, neither (i) the General Use Issuer Free Writing Prospectus(es) issued at or prior to the Applicable Time, the preliminary prospectus supplement (and all information incorporated by reference therein), dated May 21, 2018, including the base prospectus (and all information incorporated by reference therein), dated May 4, 2017 (which is the most recent Statutory Prospectus distributed to investors generally), and the other information, if any, stated in Schedule C to this Agreement to be included in the General Disclosure Package, all considered together (collectively, the "**General Disclosure Package**"), nor (ii) any individual Limited Use Issuer Free Writing Prospectus, when considered together with the General Disclosure Package, included any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from any Statutory Prospectus or any Issuer Free Writing Prospectus in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representative specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 9(b) hereof.

(f) *Issuer Free Writing Prospectuses*. Each Issuer Free Writing Prospectus, as of its issue date and at all subsequent times through the completion of the public offer and sale of the Offered Securities or until any earlier date that the Company notified or notifies the Representative as described in the next sentence, did not, does not and will not include any information that conflicted, conflicts or will conflict with the information then contained in the Registration Statement. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information then contained in the Registration Statement or as a result of which such Issuer Free Writing Prospectus, if republished immediately following such event or development, would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, (i) the Company has promptly notified or will promptly notify the Representative and (ii) the Company has promptly amended or will promptly amend or supplement such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission.

(g) *Good Standing of the Company and the Guarantors*. The Company and each Guarantor has been duly incorporated or formed (as applicable) and is existing and in good standing under the laws of the jurisdiction of its incorporation or formation (as applicable), with power and authority (corporate or other) to own its properties and conduct its business as described in the General Disclosure Package. The Company and each Guarantor are duly qualified to do business as a foreign corporation (or other entity, as applicable) and, to the extent that such concept is applicable in the relevant jurisdiction, are in good standing in every jurisdiction where such qualification is required, except where the failure to be so qualified or in good standing (as applicable) would not, individually or in the aggregate, have a material adverse effect on the condition (financial or otherwise), results of operations, business or properties of the Company and the Guarantors taken as a whole (a "**Material Adverse Effect**"). Each non-Guarantor subsidiary of the Company that is a "significant subsidiary" as defined in Rule 1-02 of Regulation S-X has been duly incorporated or formed (as applicable) and is existing and in good standing under the laws of the jurisdiction of its incorporation or formation (as applicable), with power and authority (corporate or other) to own its properties and conduct its business as described in the General Disclosure Package. Each such subsidiary is duly qualified to do business as a foreign corporation (or other entity, as applicable) in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification except where the failure to be so qualified or in good standing (as applicable) would not, individually or in the aggregate, have a Material Adverse Effect. All of the issued and outstanding capital stock or other ownership interest of each subsidiary of the Company has been duly authorized and validly issued and is fully paid and nonassessable; and the capital stock or other ownership interest of each such subsidiary is owned by the Company, directly or indirectly, free from liens, encumbrances and defects, except as would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect. The entities listed on Schedule E hereto are the only subsidiaries, direct or indirect, of the Company, except for those subsidiaries that would not, if considered in the aggregate as a single subsidiary, constitute a significant subsidiary.

(h) *Indenture; Offered Securities*. The Base Indenture has been duly authorized by the Company and the Supplemental Indenture has been duly authorized by the Company and the Guarantors; the Offered Securities have been duly authorized by the Company; the Base Indenture has been duly executed and delivered by the Company and, assuming the due authorization, execution and delivery by the Trustee, constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles; when the Offered Securities are authenticated in accordance with the Indenture and delivered and paid for pursuant to this Agreement on the Closing Date and when the Supplemental Indenture will have been duly executed and delivered by the Company and the Guarantors, such Offered Securities will have been duly executed, authenticated, issued and delivered by the Company, and the Offered Securities will conform to the description of such Offered Securities in the General Disclosure Package and the Final Prospectus in all material respects; at the Closing Date, the Indenture will conform to its description in the General Disclosure Package and the Final Prospectus in all material respects and, when authenticated in accordance with the Indenture and delivered and paid for pursuant to this Agreement, the Offered Securities will constitute valid and legally binding obligations of the Company and, assuming the Supplemental Indenture has been duly authorized, executed and delivered by the Trustee, the paying agent, registrar and transfer agent, the Supplemental Indenture will have been duly executed and delivered by the Company and will constitute a valid and legally binding obligation of the Company and the Guarantors, in each case enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles and, in the case of the Offered Securities, entitled to the benefits provided by the Indenture.

(i) *Trust Indenture Act*. The Base Indenture has been duly qualified under the Trust Indenture Act and, on the Closing Date, the Base Indenture and the Supplemental Indenture will conform in all material respects to the requirements of the Trust Indenture Act and the Rules and Regulations applicable to an indenture which is qualified thereunder.

(j) *Guarantees*. The Guarantee to be endorsed on the Offered Securities by each Guarantor has been duly authorized by such Guarantor; and, when the Offered Securities are delivered and paid for pursuant to this Agreement on the Closing Date and issued, executed and authenticated in accordance with the terms of the Base Indenture, as supplemented by the Supplemental Indenture, the Guarantee of each Guarantor endorsed thereon will have been duly executed and delivered by each such Guarantor, will conform in all material respects to the description thereof contained in the General Disclosure Package and will constitute valid and legally binding obligations of such Guarantor, enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(k) *Registration Rights*. Except as disclosed in the General Disclosure Package, there are no contracts, agreements or understandings between the Company or any Guarantor, on the one hand, and any person, on the other, granting such person the right to require the Company or such Guarantor to include such securities with the Offered Securities and Guarantees registered pursuant to the Registration Statement.

(l) *Absence of Further Requirements*. Except as would not have or reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, no consent, approval, authorization, or order of, or filing or registration with, any person (including any governmental agency or body or any court) is required for the consummation of the transactions contemplated by this Agreement or the Indenture in connection with the offering, issuance and sale of the Offered Securities or the issuance of the Guarantees by the Guarantors, except such as have been obtained or made and such as may be required under state securities laws in connection with the offer and sale of the Offered Securities and the Guarantees.

(m) *Title to Property*. Except as disclosed in the General Disclosure Package and except as would not, individually or in the aggregate, have a Material Adverse Effect, the Company, the Guarantors and their respective subsidiaries have good and marketable title to all real properties and all personal property, in each case, free from liens, charges, encumbrances and defects that would affect the value thereof or interfere with the use made or to be made thereof by them; and except as disclosed in the General Disclosure Package, the Company, the Guarantors and their respective subsidiaries hold any leased real or personal property material to its business under valid and enforceable leases with no terms or provisions that would materially interfere with the use made or to be made thereof by them.

(n) *Reserved*.

(o) *Absence of Defaults and Conflicts Resulting from the Transactions*. The execution, delivery and performance of the Indenture, the Offered Securities and this Agreement, the issuance and sale of the Offered Securities and Guarantees and compliance with the terms and provisions hereof and thereof, in each case, will not result in a breach or violation of any of the terms and provisions of, or constitute a default or a Debt Repayment Triggering Event (as defined below) under, or result in the imposition of any lien, charge or encumbrance upon any property or assets of the Company, the Guarantors or any of their respective subsidiaries pursuant to, the charter or by-laws (or similar organizational documents) of the Company, the Guarantors or any of their respective subsidiaries, any statute, any rule, regulation or order of any governmental agency or body or any court, domestic or foreign, having jurisdiction over the Company, the Guarantors, any of their respective subsidiaries or any of their properties, or any agreement or instrument to which the Company, the Guarantors or any of their respective subsidiaries is a party or by which the Company, the Guarantors or any of their respective subsidiaries is bound or to which any of the properties of the Company, the Guarantors or any of their respective subsidiaries is subject, except in each case (other than in relation to any of the foregoing under such charter or by-laws (or similar organizational documents)), for any such breach, violation or default as would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect. A "**Debt Repayment Triggering Event**" means any event or condition that gives, or with the giving of notice or lapse of time would give, the holder of any note, debenture, or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company, the Guarantors or any of their respective subsidiaries.

(p) *Absence of Existing Defaults and Conflicts*. None of the Company, the Guarantors or their respective subsidiaries are in violation of their respective charter or by-laws (or similar organizational documents). None of the Company, the Guarantors or their respective subsidiaries are in default (or with the giving of notice or lapse of time would be in default) under any existing obligation, agreement, covenant or condition contained in any indenture, loan agreement, mortgage, lease or other agreement or instrument to which any of them is a party or by which any of them is bound or to which any of the properties of any of them is subject, except such defaults that would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect.

(q) *Authorization of Agreement.* This Agreement has been duly authorized, executed and delivered by the Company and the Guarantors.

(r) *Possession of Licenses and Permits*. Except as would not, individually or in the aggregate, have a Material Adverse Effect, and except as disclosed in the General Disclosure Package, the Company, the Guarantors and their respective subsidiaries possess, and are in compliance with the terms of, all adequate certificates, authorizations, franchises, licenses (including sublicenses) and permits ("**Licenses**") needed for the conduct of the business now conducted or proposed in the General Disclosure Package to be conducted by them. Except as disclosed in the General Disclosure Package, the Company, the Guarantors and their respective subsidiaries have not received any written notice of proceedings relating to the revocation or modification of any Licenses that, if determined adversely to the Company, the Guarantors or any of their subsidiaries, would, individually or in the aggregate, have a Material Adverse Effect.

(s) *Absence of Labor Dispute*. No labor dispute with the employees of the Company, the Guarantors or any of their respective subsidiaries exists or, to the knowledge of the Company or the Guarantors, is imminent that would, individually or in the aggregate, have a Material Adverse Effect.

(t) *Possession of Intellectual Property*. Except as would not, individually or in the aggregate, have a Material Adverse Effect, and except as disclosed in the General Disclosure Package, the Company, the Guarantors and their respective subsidiaries own, possess, have adequate rights to use, or can acquire on reasonable terms, adequate trademarks, trade names and other rights to inventions, know how, patents, copyrights, confidential information, trade secrets and other intellectual property (collectively, "**Intellectual Property Rights**") necessary to conduct the business now operated by them. Except as disclosed in the General Disclosure Package, the Company, the Guarantors and their respective subsidiaries have not received any written notice of infringement of or conflict with asserted rights of others with respect to any Intellectual Property Rights that, if determined adversely to the Company, the Guarantors or any of their respective subsidiaries, would, individually or in the aggregate, have a Material Adverse Effect.

(u) *Environmental Laws*. Except as disclosed in the General Disclosure Package, (a) (i) each of the Company, the Guarantors and their respective subsidiaries is and has been in compliance with, and has no liability under, any federal, state, local or non-U.S. statute, law, rule, regulation, ordinance, directive, code, other requirement or rule of law (including common law), or decision or order of any domestic or foreign governmental agency, governmental body or court, relating to pollution, to the protection or restoration of, or damage to, the environment or natural resources, or to matters related to the protection of human health and safety (collectively, "**Environmental Laws**"), (ii) none of the Company, the Guarantors or any of their respective subsidiaries is conducting or funding, or required to conduct or fund, any investigation, remediation, remedial action or monitoring (including medical monitoring) of actual or suspected Release of or exposure to Hazardous Substances, (iii) none of the Company, the Guarantors or any of their respective subsidiaries is liable or allegedly liable for any Release or threatened Release of, or exposure to, Hazardous Substances, including in respect of any formerly owned or operated sites and any off-site treatment, storage or disposal site, (iv) none of the Company, the Guarantors or any of their respective subsidiaries is subject to any pending or threatened claim, order or judgment by or with any governmental agency or governmental body or person relating to Environmental Laws or Hazardous Substances, including any exposure or alleged exposure thereto (including with respect to asbestos and lead paint and pigments), and (v) each of the Company, the Guarantors and their respective subsidiaries has received and is and has been in compliance with all, and has no liability under any, permits, licenses, authorizations, identification numbers or other approvals required under applicable Environmental Laws (collectively, "**Environmental Permits**") to conduct their respective businesses, except in each case covered by clauses (i) – (v) such as would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect; and (b) to the knowledge of the Company and the Guarantors, no capital or other expenditure (including in respect of pollution controls and air emission allowances or credits) is required to achieve or maintain compliance with applicable Environmental Laws and Environmental Permits, except for such expenditures that are disclosed in the General Disclosure Package or that would not individually or in the aggregate have or reasonably be expected to have a Material Adverse Effect; and (c) in the ordinary course of its business the Company and the Guarantors periodically evaluate the effect, including associated costs and liabilities, of Environmental Laws on the business, properties, results of operations and financial condition of it and its subsidiaries, and, on the basis of such evaluation, the Company and the Guarantors have reasonably concluded that such Environmental Laws would not, individually or in the aggregate, have a Material Adverse Effect. For purposes of this subsection "**Hazardous Substances**" means (A) petroleum and petroleum products, by-products or breakdown products, radioactive materials, asbestos-containing materials, polychlorinated biphenyls, mercury and other metals, perfluorooctanoic acid and other fluorinated substances, chlorofluorocarbons and other ozone-depleting substances, lead-containing paints and pigments, and mold, and (B) any other chemical, material or substance defined or regulated as toxic or hazardous or as a pollutant, contaminant or waste under Environmental Laws and "**Release**" means any actual or threatened release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration.

(v) *Absence of Manipulation*. None of the Company, the Guarantors or their respective affiliates has, either alone or with one or more other persons, bid for or purchased for any account in which it or any of its affiliates had a beneficial interest in any Offered Securities or attempted to induce any person to purchase any Offered Securities.

(w) *Internal Controls; Absence of Accounting Issues*. The Company and its subsidiaries maintain systems of "internal control over financial reporting" (as defined in Rule 13a-15(f) of the Exchange Act) that comply with the requirements of the Exchange Act and have been designed by, or under the supervision of, their respective principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. The Company and its subsidiaries maintain internal accounting controls sufficient to provide reasonable assurance that (i) transactions of the Company are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles; (ii) access to assets is permitted only in accordance with management's general or specific authorization; (iii) transactions are executed in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Based on the Company's most recent evaluation of its internal controls over financial reporting pursuant to Rule 13a-15(c) of the Exchange Act, there are no material weaknesses in its system of internal control over financial reporting.

(x) *Disclosure Controls*. The Company and its subsidiaries maintain an effective system of "disclosure controls and procedures" (as defined in Rule 13a-15(e) of the Exchange Act) that complies with the requirements of the Exchange Act and that has been designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure. The Company and its subsidiaries have carried out evaluations of the effectiveness of their disclosure controls and procedures as required by Rule 13a-15 of the Exchange Act.

(y) *Litigation*. Except as disclosed in the General Disclosure Package, there are no pending actions, suits or proceedings (including any inquiries or investigations by any court or governmental agency or body, domestic or foreign) against or affecting the Company, the Guarantors, any of their respective subsidiaries or any of their respective properties that, if determined adversely to the Company, the Guarantors or any of their respective subsidiaries, would, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect, or would materially and adversely affect the ability of the Company or the Guarantors to perform their obligations under the Indenture, the Offered Securities and the Guarantees or this Agreement; and to the Company's and the Guarantors' knowledge, no such actions, suits or proceedings (including any inquiries or investigations by any court or governmental agency or body, domestic or foreign) have been threatened in writing.

(z) *Financial Statements*. The financial statements included or incorporated by reference in the Registration Statement and the General Disclosure Package present fairly in all material respects the financial position of the Company, the Guarantors and their respective consolidated subsidiaries as of the dates shown and their results of operations and cash flows for the periods shown, and such financial statements have been prepared in conformity with the generally accepted accounting principles in the United States applied on a consistent basis.

(aa) *No Material Adverse Change in Business*. Except as disclosed in the General Disclosure Package, since the end of the period covered by the latest audited financial statements included in the General Disclosure Package (i) there has been no change, nor any development or event involving a prospective change, in the condition (financial or otherwise), results of operations, business or properties of the Company, the Guarantors and their respective subsidiaries, taken as a whole, that is material and adverse and (ii) there has been no material adverse change in the capital stock, short term indebtedness, long term indebtedness or net assets of the Company, the Guarantors and their respective subsidiaries.

(bb) *Investment Company Act*. Neither the Company nor any Guarantor is and, after giving effect to the offering and sale of the Offered Securities and the issuance of the Guarantees and the application of the proceeds thereof as described in the General Disclosure Package, will not be an "investment company" as defined in the Investment Company Act of 1940, as amended (the "**Investment Company Act**").

(cc) *No Unlawful Payments.* Neither the Company nor any of its subsidiaries, nor, to the knowledge of the Company or the Guarantors, any director, officer or employee of the Company or any of its subsidiaries or any agent, or controlled affiliate of the Company or any of its subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offense under the Bribery Act 2010 of the United Kingdom, or any other applicable anti-bribery or anti-corruption law; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any unlawful rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. The Company and its subsidiaries have instituted, maintain and enforce policies and procedures designed to ensure compliance by the Company, the Guarantors, its subsidiaries and their respective directors, officers and employees with all applicable anti-bribery and anti-corruption laws.

(dd) *Compliance with Money Laundering Laws*. The operations of the Company and its subsidiaries are and have been conducted at all times in all material respects in compliance with applicable financial recordkeeping and reporting requirements relating to anti-money laundering, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all jurisdictions where the Company or any of its subsidiaries conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company or the Guarantors, threatened.

(ee) *No Conflicts with Sanctions Laws*. Neither the Company nor any of its subsidiaries, nor, to the knowledge of the Company or the Guarantors, any director, officer or employee, agent or controlled affiliate of the Company or any of its subsidiaries is currently the subject of any sanctions administered or enforced by the U.S. government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("**OFAC**") or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person"), the United Nations Security Council ("**UNSC**"), the European Union or Her Majesty's Treasury ("**HMT**") (collectively, "**Sanctions**"), nor is the Company or any of its subsidiaries or any of the Guarantors located, organized or resident in a country or territory that is the subject of comprehensive, country-wide or territory-wide Sanctions (each, a "**Sanctioned Country**"); and the Company will not directly or, to the Company's knowledge, indirectly use the proceeds of the offering of the Offered Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by the Company, any of its subsidiaries or any other person participating in the transaction, whether as underwriter, initial purchaser, advisor, investor or otherwise, of Sanctions, in the case of each of clauses (i), (ii) and (iii), in violation of Sanctions. For the past five years, the Company and its subsidiaries have not knowingly engaged in, and are not now knowingly engaged in, any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country, in each case in violation of Sanctions.

(ff) *Information Incorporated by Reference*. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement and the General Disclosure Package fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(gg) *Compliance with FSMA.* Neither the Company nor any of the Guarantors has distributed and, prior to the later to occur of (i) the Closing Date and (ii) the completion of the distribution of the Offered Securities, will distribute any material in connection with the offering and sale of the Offered Securities other than the General Disclosure Package or the Final Prospectus or other materials, if any, permitted by the Securities Act and the U.K. Financial Services and Markets Act 2000 (the "**FSMA**"), or regulations promulgated pursuant to the Securities Act or the FSMA, and approved by the parties to this Agreement.

3. *Purchase, Sale and Delivery of Offered Securities*. On the basis of the representations, warranties and agreements and subject to the terms and conditions set forth herein, the Company agrees to sell to the several Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company at a purchase price of 99.000% of the principal amount thereof, plus accrued interest, if any, from June 6, 2018 to the Closing Date, the respective principal amounts of the Offered Securities set forth opposite the names of such Underwriters in Schedule A hereto.

The Company will deliver, against payment of the purchase price thereof, the Offered Securities in the form of one or more permanent global securities in registered form without interest coupons, which will be deposited with, and registered in the name of, a common depositary for the accounts of the Euroclear System ("**Euroclear**") and Clearstream, société anonyme ("**Clearstream**") and their nominees, in each case as instructed by the Representative. Payment for the Offered Securities shall be made in euros in (same day) funds by wire transfer to one or more accounts acceptable to the Representative at the office of Cravath, Swaine & Moore LLP at 8:00 a.m., London time, on June 6, 2018, or at such other time not later than seven full business days thereafter as the Representative and the Company determine, such time being herein referred to as the "**Closing Date**". For purposes of Rule 15c6-1 under the Exchange Act, the Closing Date (if later than the otherwise applicable settlement date) shall be the settlement date for payment of funds and delivery of securities for all the Offered Securities sold pursuant to the offering. The Offered Securities so to be delivered or evidence of their issuance will be made available for verification at the above office of Cravath, Swaine & Moore LLP at least 24 hours prior to the Closing Date.

4. *Offering by Underwriters*. It is understood that the several Underwriters propose to offer the Offered Securities for sale to the public as set forth in the Final Prospectus.

5. *Representations of the Underwriters*. Each Underwriter, severally and not jointly, represents and warrants to, and agrees with, the Company and Guarantors that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Offered Securities in circumstances in which Section 21(1) of the FSMA does not apply to the Company or the Guarantors; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Offered Securities in, from or otherwise involving the United Kingdom.

6. *Certain Agreements of the Company and each Guarantor*. The Company and each Guarantor, jointly and severally, agrees with the several Underwriters that:

(a) *Filing of Prospectuses.* The Company has filed or will file each Statutory Prospectus (including the Final Prospectus) pursuant to and in accordance with Rule 424(b)(2) (or, if applicable and consented to by the Representative, subparagraph (5)) not later than the second business day following the earlier of the date it is first used or the execution and delivery of this Agreement. The Company has complied and will comply with Rule 433.

(b) *Filing of Amendments; Response to Commission Requests*. The Company and the Guarantors will promptly advise the Representative of any proposal to amend or supplement the Registration Statement or any Statutory Prospectus at any time and will offer the Representative a reasonable opportunity to comment on any such amendment or supplement; and the Company and the Guarantors will also advise the Representative promptly of (i) the filing of any such amendment or supplement, (ii) any request by the Commission or its staff for any amendment to the Registration Statement, for any supplement to any Statutory Prospectus or for any additional information, (iii) the issuance by the Commission of any order suspending the effectiveness of the Registration Statement or preventing or suspending the use of any Preliminary Prospectus or the Final Prospectus or the initiation or threatening of any proceeding for that purpose or pursuant to Section 8A of the Act, (iv) the receipt by the Company or the Guarantors of any notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act and (v) the receipt by the Company or the Guarantors of any notification with respect to the suspension of the qualification of the Offered Securities in any jurisdiction or the institution or threatening of any proceedings for such purpose. The Company and the Guarantors will use their best efforts to prevent the issuance of any such stop order or the suspension of any such qualification and, if issued, to obtain as soon as possible the withdrawal thereof.

(c) *Continued Compliance with Securities Laws*. If, at any time when a prospectus relating to the Offered Securities is (or but for the exemption in Rule 172 would be) required to be delivered under the Act by any Underwriter or dealer, any event occurs as a result of which the General Disclosure Package or the Final Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary at any time to amend the Registration Statement or supplement the General Disclosure Package or the Final Prospectus to comply with the Act, the Company and the Guarantor will promptly notify the Representative of such event and will promptly prepare and file with the Commission and furnish, at its own expense, to the Underwriters and the dealers and any other dealers upon request of the Representative, an amendment or supplement which will correct such statement or omission or an amendment which will effect such compliance. Neither the Representative's consent to, nor the Underwriters' delivery of, any such amendment or supplement shall constitute a waiver of any of the conditions set forth in Section 8 hereof.

(d) *Rule 158.* As soon as practicable, but not later than 16 months, after the date of this Agreement, the Company and the Guarantors will make generally available to the Company's securityholders an earnings statement covering a period of at least 12 months beginning after the date of this Agreement and satisfying the provisions of Section 11(a) of the Act and Rule 158.

(e) *Furnishing of Prospectuses*. The Company and the Guarantors will furnish to the Representative copies of the Registration Statement, including all exhibits, any Statutory Prospectus, the Final Prospectus and all amendments and supplements to such documents, in each case as soon as available and in such quantities as the Representative reasonably requests. The Company and the Guarantors will pay the expenses of printing and distributing to the Underwriters all such documents.

(f) *Blue Sky Qualifications*. The Company and the Guarantors will arrange for the qualification of the Offered Securities for sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Representative designates and will continue such qualifications in effect so long as required for the distribution of the Offered Securities.

(g) *Payment of Expenses*. The Company and the Guarantors will pay all expenses incident to the performance of their obligations under this Agreement and the Indenture, including but not limited to: (i) the fees and expenses of the Trustee and its legal counsel; (ii) all expenses in connection with the execution, issue, authentication and initial delivery of the Offered Securities, the preparation and printing of this Agreement, the Offered Securities, the Indenture, the Preliminary Prospectus, any other documents comprising any part of the General Disclosure Package, the Final Prospectus, all amendments and supplements thereto, and any other document relating to the issuance, offer, sale and delivery of the Offered Securities; (iii) all expenses in connection with the listing of the Offered Securities on the Official List of the Irish Stock Exchange and the admittance to trading on the Global Exchange Market thereof and (iv) any filing fees and other expenses (including reasonable fees and disbursements of counsel to the Underwriters in an amount not to exceed $10,000) incurred in connection with qualification of the Offered Securities for sale under the laws of such jurisdictions as the Representative designates and the preparation and printing of memoranda relating thereto, any fees charged by investment rating agencies for the rating of the Offered Securities, costs and expenses relating to investor presentations or any "road show" in connection with the offering and sale of the Offered Securities including, without limitation, any travel expenses of the Company's and the Guarantors' officers and employees and any other expenses of the Company, fees and expenses in connection with the registration of the Offered Securities under the Exchange Act, and expenses incurred in distributing preliminary prospectuses and the Final Prospectus (including any amendments and supplements thereto) to the Underwriters and for expenses incurred for preparing, printing and distributing any Issuer Free Writing Prospectuses to investors or prospective investors.

(h) *Use of Proceeds*. The Company will use the net proceeds received in connection with this offering in the manner described in the "Use of Proceeds" section of the General Disclosure Package and, except as disclosed in the General Disclosure Package, the Company does not intend to use any of the proceeds from the sale of the Offered Securities hereunder to repay any outstanding debt owed to any Underwriter or affiliate of any Underwriter.

(i) *Absence of Manipulation.* The Company, the Guarantors or their affiliates will not take, directly or indirectly, any action designed to or that would constitute, or that might reasonably be expected to cause or result in, stabilization or manipulation of the price of any securities of the Company to facilitate the sale or resale of the Offered Securities or issue any press or other public announcement referring to the offering of the Offered Securities that does not adequately disclose the fact that stabilizing action may take place with respect to the Offered Securities. The Company and the Guarantors authorize the Underwriters to make adequate public disclosure of the information required by the U.K. Financial Conduct Authority's Code of Market Conduct (MAR2): Stabilisation.

(j) *Restriction on Sale of Securities.* The Company or the Guarantors will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, or file with the Commission a registration statement under the Act relating to debt securities issued or guaranteed by the Company and having a maturity of more than one year from the date of issue, or publicly disclose the intention to make any such offer, sale, pledge, disposition or filing, without the prior written consent of the Representative for a period beginning on the date hereof and ending 30 days after the last Closing Date.

(k) *Exchange Listing*. The Company and the Guarantors will use their best efforts (i) to cause the Offered Securities, subject to notice of issuance, to be admitted to the Official List of the Irish Stock Exchange and admitted to trading on the Global Exchange Market thereof as soon as practicable after the date hereof; and (ii) deliver to the Irish Financial Services Regulatory Authority and the Irish Stock Exchange copies of the General Disclosure Package, the Final Prospectus and such other documents, information and undertakings as may be required in connection with obtaining such listing; and (iii) maintain such listing for as long as any of the Offered Securities are outstanding. If the Offered Securities cease to be listed on the Irish Stock Exchange, the Company and the Guarantors shall use their reasonable best efforts to promptly list the Offered Securities on a "recognised stock exchange" as defined in Section 1005(1) of the Income Tax Act 2007 of the United Kingdom and to maintain such listing on such an exchange for so long as any of the Offered Securities are outstanding.

(l) *Payments.* All payments made by the Company under this Agreement shall be exclusive of any value added tax or any other tax of a similar nature ("**VAT**") which is chargeable thereon and if any VAT is or becomes chargeable in respect of any such payment, the Company shall pay, in addition, the amount of such VAT (at the same time and in the same manner as the payment to which such VAT relates). For the avoidance of doubt, all amounts charged by the Underwriters or for which the Underwriters are to be reimbursed will be invoiced and payable together with VAT, where applicable. In case VAT has been charged in respect of any cost, charge or expense incurred by the Underwriters and for which the Underwriters are to be reimbursed, the Company shall be obligated to reimburse the Underwriters for such VAT. The Company agrees that all amounts payable hereunder shall be paid in euros and free and clear of, and without any deduction or withholding for or on account of, any current or future taxes, levies, imposts, duties, charges or other deductions or withholdings levied in any Relevant Taxing Jurisdiction from or through which payment is made, unless such deduction or withholding is required by applicable law, in which event the Company will pay additional amounts so that the persons entitled to such payments will receive the amount that such persons would otherwise have received but for such deduction or withholding after allowing for any deductions or withholding attributable to additional amounts payable under this Agreement.

(m) *Filing Fees*. The Company will pay the required Commission filing fees relating to the Offered Securities within the time required by Rule 456(b)(1) without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r).

7. *Free Writing Prospectuses*. (a) *Issuer Free Writing Prospectuses*. The Company and each Guarantor represents and agrees that, unless it obtains the prior consent of the Representative, and each Underwriter represents and agrees that, unless it obtains the prior consent of the Company and the Representative or except as provided in Section 7(b) hereof, it has not made and will not make any offer relating to the Offered Securities that would constitute an Issuer Free Writing Prospectus, or that would otherwise constitute a "free writing prospectus," as defined in Rule 405, required to be filed with the Commission. Any such free writing prospectus consented to by the Company and the Representative is hereinafter referred to as a "**Permitted Free Writing Prospectus**". The Company represents that it has treated and agrees that it will treat each Permitted Free Writing Prospectus as an "issuer free writing prospectus," as defined in Rule 433, and has complied and will comply with the requirements of Rules 164 and 433 applicable to any Permitted Free Writing Prospectus, including timely Commission filing where required, legending and record keeping.

(b) *Term Sheet*. The Company will prepare a final term sheet relating to the Offered Securities, containing only information that describes the final terms of the Offered Securities and otherwise in a form consented to by the Representative, and will file such final term sheet within the period required by Rule 433(d)(5)(ii) following the date such final terms have been established for the offering of the Offered Securities. Any such final term sheet is an Issuer Free Writing Prospectus and a Permitted Free Writing Prospectus for purposes of this Agreement. The Company also consents to the use by any Underwriter of a free writing prospectus that contains only (i)(x) information describing the preliminary terms of the Offered Securities or their offering or (y) information that describes the final terms of the Offered Securities or their offering and that is included in a final term sheet of the Company contemplated in the first sentence of this subsection or (ii) other information that is not "issuer information," as defined in Rule 433, it being understood that any such free writing prospectus referred to in clause (i) or (ii) above shall not be an Issuer Free Writing Prospectus for purposes of this Agreement.

8. *Conditions of the Obligations of the Underwriters*. The obligations of the several Underwriters to purchase and pay for the Offered Securities on the Closing Date, will be subject to the accuracy of the representations and warranties of the Company and the Guarantors herein (as though made on such Closing Date), to the accuracy of the statements of Company officers made pursuant to the provisions hereof, to the performance by the Company and Guarantors of its obligations hereunder and to the following additional conditions precedent:

(a) *Accountants' Comfort Letter*. The Representative shall have received letters addressed to the Underwriters, dated, respectively, the date hereof with respect to the General Disclosure Package and the Closing Date with respect to the Final Prospectus, of PricewaterhouseCoopers LLP confirming that they are a registered public accounting firm and independent public accountants within the meaning of the Securities Laws and in the form and substance satisfactory to the Representative (except that, with respect to the "bring down" comfort letter dated on the Closing Date, the specified date referred to in the comfort letter shall be a date no more than three days prior to such Closing Date).

(b) *Filing of Prospectus.* The Final Prospectus shall have been filed with the Commission in accordance with the Rules and Regulations and Section 6(a) hereof. No stop order suspending the effectiveness of the Registration Statement or of any part thereof shall have been issued and no proceedings for such purpose, pursuant to Rule 401(g)(2) or pursuant to Section 8A under the Act shall be pending before or threatened by the Commission, or, to the knowledge of the Company, the Guarantors or any Underwriter, shall be contemplated by the Commission; the Final Prospectus and each Issuer Free Writing Prospectus shall have been timely filed with the Commission under the Act (in the case of an Issuer Free Writing Prospectus, to the extent required by Rule 433 under the Act) and in accordance with this Agreement; and all requests by the Commission for additional information shall have been complied with to the reasonable satisfaction of the Representative.

(c) *No Material Adverse Change*. Subsequent to the execution and delivery of this Agreement, there shall not have occurred (i) any change, or any development or event involving a prospective change, in the condition (financial or otherwise), results of operations, business or properties of the Company and its subsidiaries taken as a whole that, in the judgment of the Representative, is material and adverse and makes it impractical or inadvisable to proceed with the offering, sale or delivery of the Offered Securities; (ii) any downgrading in the rating of any debt securities of the Company by any "nationally recognized statistical rating organization" (as defined for purposes of Section 3(a)(62) of the Exchange Act), or any public announcement that any such organization has under surveillance or review its rating of any debt securities of the Company for possible downgrading of such rating or any announcement that the Company has been placed on negative outlook; (iii) any change in U.S. or international financial, political or economic conditions or currency exchange rates or exchange controls the effect of which is such as to make it, in the judgment of the Representative, impractical to proceed with the offering, sale or delivery of or to enforce contracts for the sale of the Offered Securities, whether in the primary market or in respect of dealings in the secondary market; (iv) any suspension or material limitation of trading in securities generally on the New York Stock Exchange or the Irish Stock Exchange or any setting of minimum or maximum prices for trading on any such exchange; (v) any suspension of trading of any securities of the Company or any Guarantor on the New York Stock Exchange or the Irish Stock Exchange; (vi) any banking moratorium declared by any U.S. federal, New York or European authorities; (vii) any major disruption of settlements of securities, payment, or clearance services in the United States or Europe; or (viii) any attack on, outbreak or escalation of hostilities or act of terrorism involving the United States or Europe, any declaration of war by Congress or any other national or international calamity or emergency if, in the judgment of the Representative, the effect of any such attack, outbreak, escalation, act, declaration, calamity or emergency is such as to make it in the judgment of the Representative impractical or inadvisable to proceed with the offering, sale or delivery of the Offered Securities or to enforce contracts for the sale of the Offered Securities.

(d) *Opinion of Counsel for Company*. The Underwriters shall have received (i) an opinion of Morrison & Foerster LLP, counsel for the Company, dated the Closing Date, which opinion shall be in form and substance reasonably satisfactory to the Representative and (ii) an opinion of each of Mississippi and Texas counsel for the Company and the Guarantors, dated the Closing Date, which opinion shall be in form and substance reasonably satisfactory to the Representative.

(e) *Opinion of Counsel for Underwriters.* The Underwriters shall have received from Cravath, Swaine & Moore LLP, counsel for the Underwriters, such opinion or opinions, dated the Closing Date, with respect to such matters as the Underwriters may require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters. In rendering such opinion, Cravath, Swaine & Moore LLP may rely as to the incorporation of the Company and the Guarantors and all other matters governed by Mississippi or Texas law upon the opinions of external counsel for the Company and the Guarantors referred to above in Section 8(d).

(f) *Officers' Certificate*. The Representative shall have received a certificate addressed to the Underwriters, dated such Closing Date, of an executive officer of the Company and a principal financial or accounting officer of the Company in which such officers shall state that: (i) the representations and warranties of the Company in this Agreement are true and correct in all material respects; (ii) the Company and the Guarantors have complied with all agreements and satisfied all conditions on each of their parts to be performed or satisfied hereunder at or prior to such Closing Date; (iii) no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose or pursuant to Section 8A under the Act have been instituted or, to the best of his or her knowledge and after reasonable investigation, are contemplated by the Commission; and (iv) subsequent to the date of the most recent financial statements in the General Disclosure Package, there has been no development or event that has had, nor any development or event that would be reasonably likely to have, a Material Adverse Effect, except as set forth in the General Disclosure Package or as described in such certificate.

(g) *No Legal Impediment to Issuance*. No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority that would, as of the Closing Date, prevent the issuance or sale of the Offered Securities; and no injunction or order of any federal, state or foreign court shall have been issued that would, as of the Closing Date, prevent the issuance or sale of the Offered Securities.

(h) *Clearance and Settlement*. The Offered Securities shall be eligible for clearance and settlement through Euroclear and Clearstream.

(i) *Appointment of Agents*. The Company shall have appointed Elavon Financial Services DAC, UK Branch as paying agent for the Offered Securities under the Supplemental Indenture.

The Company will furnish the Representative with such conformed copies of such opinions, certificates, letters and documents as the Representative reasonably requests. The Representative may in its sole discretion waive on behalf of the Underwriters compliance with any conditions to the obligations of the Underwriters hereunder.

9. *Indemnification and Contribution*. (a) *Indemnification of the Underwriters by the Company and the Guarantors*. The Company and the Guarantors will, jointly and severally, indemnify and hold harmless each Underwriter, its partners, members, directors, officers, employees, agents, affiliates and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act (each, an "**Indemnified Party**" and, collectively, the "**Indemnified Parties**"), against any and all losses, claims, damages or liabilities (including reasonable legal fees), joint or several, to which such Indemnified Party may become subject, under the Act, the Exchange Act, other Federal or state statutory law or regulation or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any part of the Registration Statement at any time, any Statutory Prospectus as of any time, the General Disclosure Package, the Final Prospectus or any Issuer Free Writing Prospectus, or arise out of or are based upon the omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Indemnified Party for any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating, preparing or defending against any loss, claim, damage, liability, action, litigation, investigation or proceeding whatsoever (whether or not such Indemnified Party is a party thereto), whether threatened or commenced, and in connection with the enforcement of this provision with respect to any of the above as such expenses are incurred; provided, however, that the Company and the Guarantors will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement in or omission or alleged omission from any of such documents in reliance upon and in conformity with written information furnished to the Company or the Guarantors by any Underwriter through the Representative specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in subsection (b) below.

(b) *Indemnification of Company and the Guarantors*. Each Underwriter will severally and not jointly indemnify and hold harmless the Company, the Guarantors, each of their respective directors and each of their respective officers who signs a Registration Statement and each person, if any, who controls the Company or any Guarantor within the meaning of Section 15 of the Act or Section 20 of the Exchange Act (each, an "**Underwriter Indemnified Party**"), against any losses, claims, damages or liabilities to which such Underwriter Indemnified Party may become subject, under the Act, the Exchange Act, other Federal or state statutory law or regulation or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any part of the Registration Statement at any time, any Statutory Prospectus as of any time, the General Disclosure Package, the Final Prospectus, or any Issuer Free Writing Prospectus, or arise out of or are based upon the omission or the alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Company or the Guarantors by such Underwriter through the Representative specifically for use therein, and will reimburse any legal or other expenses reasonably incurred by such Underwriter Indemnified Party in connection with investigating, preparing or defending against any such loss, claim, damage, liability, action, litigation, investigation or proceeding whatsoever (whether or not such Underwriter Indemnified Party is a party thereto), whether threatened or commenced, based upon any such untrue statement or omission, or any such alleged untrue statement or omission as such expenses are incurred, it being understood and agreed that the only such information furnished by any Underwriter consists of the following information in the Final Prospectus furnished on behalf of each Underwriter: the concession and reallowance figures appearing in the third paragraph under the caption "Underwriting" and the information contained in the second, fifth, tenth and twelfth paragraphs under the caption "Underwriting."

(c) *Actions against Parties; Notification*. Promptly after receipt by an indemnified party under this Section of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under subsection (a) or (b) above, notify the indemnifying party of the commencement thereof; provided that the failure to notify the indemnifying party shall not relieve it from any liability that it may have under subsection (a) or (b) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided further that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party otherwise than under subsection (a) or (b) above. In case any such action is brought against any indemnified party and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the contrary; (ii) the indemnifying party has failed within a reasonable time to retain counsel reasonably satisfactory to the indemnified party; (iii) the indemnified party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the indemnifying party; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood and agreed that the indemnifying party shall not, in connection with any single proceeding or related proceeding involving substantially similar legal claims in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate firm (in addition to any local counsel). Any such separate firm for any indemnified party, its affiliates, directors and officers and any control persons of such indemnified party shall be designed in writing by the applicable indemnified persons. No indemnifying party shall be liable for any settlement of any proceeding effected without its written consent. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened action in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party unless such settlement (i) includes an unconditional release of such indemnified party from all liability on any claims that are the subject matter of such action and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of an indemnified party.

(d) *Contribution*. If the indemnification provided for in this Section is unavailable or insufficient to hold harmless an indemnified party under subsection (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by the Company or the Guarantors on the one hand and the Underwriters on the other from the offering of the Offered Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company or the Guarantors on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities as well as any other relevant equitable considerations. The relative benefits received by the Company and the Guarantors on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriters. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company and the Guarantors or the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any action or claim which is the subject of this subsection (d). Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint. The Company, the Guarantors and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 9(d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 9(d).

10. *Default of Underwriters.* If any Underwriter or Underwriters default in their obligations to purchase Offered Securities hereunder on the Closing Date and the aggregate principal amount of Offered Securities that such defaulting Underwriter or Underwriters agreed but failed to purchase does not exceed 10% of the total principal amount of Offered Securities that the Underwriters are obligated to purchase on the Closing Date, the Representative may make arrangements satisfactory to the Company for the purchase of such Offered Securities by other persons, including the Underwriters, but if no such arrangements are made by the Closing Date, the non-defaulting Underwriters shall be obligated severally, in proportion to their respective commitments hereunder, to purchase the Offered Securities that such defaulting Underwriters agreed but failed to purchase on the Closing Date. If any Underwriter or Underwriters so default and the aggregate principal amount of Offered Securities with respect to which such default or defaults occur exceeds 10% of the total principal amount of Offered Securities that the Underwriters are obligated to purchase on the Closing Date and arrangements satisfactory to the Representative and the Company for the purchase of such Offered Securities by other persons are not made within 36 hours after such default, this Agreement will terminate without liability on the part of any non-defaulting Underwriter or the Company, except as provided in Section 14. As used in this Agreement, the term "Underwriter" includes any person substituted for an Underwriter under this Section. Nothing herein will relieve a defaulting Underwriter from liability for its default.

11. *Judgment Currency*. The Company and each of the Guarantors, jointly and severally, agree to indemnify and hold harmless each Indemnified Party against any loss incurred by such Underwriter as a result of any judgment or order being given or made for any amount due hereunder and such judgment or order being expressed and paid in a currency (the "**judgment currency**") other than euros and as a result of any variation as between the rate of exchange at which such Indemnified Party is able to purchase euros with the amount of the judgment currency actually received by the Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of the Company and each Guarantor and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term "**rate of exchange**" shall include any premiums and costs of exchange payable in connection with the purchase of, or conversion into, euros.

12. *Acknowledgement and Consent to Bail-In of EEA Financial Institutions*. Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements or understanding between any Underwriters organized in the United Kingdom and the Company and the Guarantors, each of the Company and the Guarantors acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

(a) the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of any Underwriters organized in the United Kingdom to the Company and the Guarantors under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

(i) the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;

(ii) the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of any Underwriters organized in the United Kingdom or another person, and the issue to or conferral on the Company and the Guarantors of such shares, securities or obligations;

(iii) the cancellation of the BRRD Liability; and

(iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period;

(b) the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

For the purposes of this Section 12,

"**Bail-in Legislation**" means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time.

"**Bail-in Powers**" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation.

"**BRRD**" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

"**EU Bail-in Legislation Schedule**" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com/pages.aspx?p=499.

"**BRRD Liability**" means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised.

"**Relevant Resolution Authority**" means the resolution authority with the ability to exercise any Bail-in Powers in relation to any Underwriters organized in the United Kingdom.

13. *Reserved*.

14. *Survival of Certain Representations and Obligations.* The respective indemnities, agreements, representations, warranties and other statements of the Company, the Guarantors or their respective officers and of the several Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of any Underwriter, the Company or the Guarantors or any Indemnified Party and will survive delivery of and payment for the Offered Securities. If the purchase of the Offered Securities by the Underwriters is not consummated for any reason other than solely because of the termination of this Agreement pursuant to Section 10 hereof, the Company will reimburse the Underwriters for all out-of-pocket expenses (including fees and disbursements of counsel) reasonably incurred by them in connection with the offering of the Offered Securities, and the respective obligations of the Company, the Guarantors and the Underwriters pursuant to Section 9 hereof shall remain in effect. In addition, if any Offered Securities have been purchased hereunder, the representations and warranties in Section 2 and all obligations under Section 6 shall also remain in effect.

15. *Notices.* All communications hereunder will be in writing and, (a) if sent to the Underwriters, will be mailed, delivered or telegraphed and confirmed to the Underwriters c/o Citigroup Global Markets Inc., 388 Greenwich Street, New York, New York 10013, Attention: General Counsel (with a copy (which shall not constitute notice) to Cravath, Swaine & Moore LLP, Worldwide Plaza, 825 Eighth Avenue, New York, New York 10019, Attention: Craig F. Arcella and Nicholas A. Dorsey) or (b) if sent to the Company or the Guarantors, will be mailed, delivered or telegraphed and confirmed to it at The Chemours Company, 1007 Market Street, Wilmington, Delaware 19899, Attention: General Counsel; provided, however, that any notice to an Underwriter pursuant to Section 9 will be mailed, delivered or telegraphed to such Underwriter at its address furnished to the Company by such Underwriter.

16. *Successors.* This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the controlling persons referred to in Section 9, and no other person will have any right or obligation hereunder.

17. *Representation of Underwriters.* The Representative will act for the several Underwriters in connection with this purchase, and any action under this Agreement taken by the Representative jointly will be binding upon all the Underwriters.

18. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

19. *Absence of Fiduciary Relationship.* The Company and the Guarantors acknowledge and agree that:

(a) *No Other Relationship*. The Underwriters have been retained solely to act as underwriter in connection with the sale of Offered Securities and that no fiduciary, advisory or agency relationship between the Company and the Guarantors and the Underwriters has been created in respect of any of the transactions contemplated by this Agreement or the Final Prospectus, irrespective of whether the Underwriters have advised or are advising the Company or the Guarantors on other matters;

(b) *Arm's-Length Negotiations*. The prices of the Offered Securities set forth in this Agreement were established by the Company and the Guarantors following discussions and arm's-length negotiations with the Underwriters and the Company and the Guarantors are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this Agreement;

(c) *Absence of Obligation to Disclose.* The Company and the Guarantors have been advised that the Underwriters and their affiliates are engaged in a broad range of transactions which may involve interests that differ from those of the Company and the Guarantors and that the Underwriters have no obligation to disclose such interests and transactions to the Company or the Guarantors by virtue of any fiduciary, advisory or agency relationship; and

(d) *Waiver*. The Company and the Guarantors waive, to the fullest extent permitted by law, any claims they may have against the Underwriters for breach of fiduciary duty or alleged breach of fiduciary duty and agree that the Underwriters shall have no liability (whether direct or indirect) to the Company in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of the Company, including stockholders, employees or creditors of the Company.

20. *Applicable Law.* This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

The Company and the Guarantors hereby submit to the non-exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The Company and the Guarantors irrevocably and unconditionally waive any objection to the laying of venue of any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in Federal and state courts in the Borough of Manhattan in The City of New York and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit or proceeding in any such court has been brought in an inconvenient forum.

21. *Waiver of Jury Trial*. The Company and the Guarantors hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

22. *Compliance with USA PATRIOT Act.* In accordance with the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company and the Guarantors, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

[Signature Page Follows]

If the foregoing is in accordance with the Representative's understanding of our agreement, kindly sign and return to the Company one of the counterparts hereof, whereupon it will become a binding agreement among the Company, the Guarantors and the several Underwriters in accordance with its terms.

Very truly yours,

THE CHEMOURS COMPANY

THE CHEMOURS COMPANY
THE CHEMOURS COMPANY FC, LLC
CHEMFIRST INC.
FIRST CHEMICAL CORPORATION
FIRST CHEMICAL TEXAS, L.P.
FT CHEMICAL, INC.
FIRST CHEMICAL HOLDINGS, LLC

By: /s/ Sameer Ralhan
Name: /s/ Sameer Ralhan
Title: Treasurer

Accepted:

CITIGROUP GLOBAL MARKETS INC.

Acting on behalf of itself and the several
Underwriters named in
Schedule A hereto

By: /s/ Thomas Cole
Name: Thomas Cole
Title: Managing Director

SCHEDULE A

UNDERWRITERS

Underwriters		Principal Amount of Offered Securities to be Purchased
Citigroup Global Markets Inc.	€	112,500,000.00
J.P. Morgan Securities plc	€	67,500,000.00
Barclays Bank PLC	€	42,750,000.00
Credit Suisse Securities (USA) LLC	€	38,250,000.00
HSBC Securities (USA) Inc.	€	36,000,000.00
RBC Europe Limited	€	36,000,000.00
Merrill Lynch International	€	22,500,000.00
Deutsche Bank Securities Inc.	€	22,500,000.00
Mizuho International plc	€	22,500,000.00
TD Securities (USA) LLC	€	22,500,000.00
SunTrust Robinson Humphrey, Inc.	€	9,000,000.00
BNP Paribas	€	9,000,000.00
Citizens Capital Markets, Inc.	€	9,000,000.00
Total	**€**	**450,000,000.00**

SCHEDULE B

GUARANTORS

The Chemours Company FC, LLC
ChemFirst Inc.
First Chemical Corporation
First Chemical Texas, L.P.
FT Chemical, Inc.
First Chemical Holdings, LLC

SCHEDULE C

1. General Use Free Writing Prospectuses (included in the General Disclosure Package)

"General Use Issuer Free Writing Prospectus" includes each of the following documents:

1. Final Term Sheet, dated May 22, 2018 for the Offered Securities in the form set forth in Schedule D hereto.

2. Other Information Included in the General Disclosure Package

The following information is also included in the General Disclosure Package:

None.

SCHEDULE D

FINAL TERM SHEET

Filed Pursuant to Rule 433
Registration No. 333-217642
Pricing Term Sheet
May 22, 2018

The Chemours Company
€450,000,000 4.000% Senior Notes due 2026
(the "Offering")

The information in this pricing term sheet relates only to the Offering and should be read together with (i) the preliminary prospectus supplement, dated May 21, 2018, relating to the Offering, including the documents incorporated therein by reference (the "Preliminary Prospectus Supplement") and (ii) the related base prospectus, dated May 4, 2017 (the "Base Prospectus"), each as filed with the Securities and Exchange Commission (the "SEC").

Issuer:	The Chemours Company, a Delaware corporation (the "Issuer")
Subsidiary Guarantors:	First Chemical Corporation; First Chemical Holdings, LLC; First Chemical Texas, L.P.; FT Chemical, Inc.; The Chemours Company FC, LLC; ChemFirst Inc.
Security Description:	4.000% Senior Notes due 2026 (the "Notes")
Principal Amount:	€450,000,000
Coupon:	4.000%
Maturity:	May 15, 2026
Price to Public:	100.000%, plus accrued and unpaid interest from June 6, 2018
Gross Proceeds:	€450,000,000
Net Proceeds (Before Expenses):	€445,500,000
Yield to Maturity:	4.000%
Benchmark:	0.500% DBR due February 15, 2026
Spread to Benchmark:	371 basis points
Interest Payment Dates:	May 15 and November 15, beginning November 15, 2018
Record Dates:	May 1 and November 1
Make-Whole Call:	Bund Rate +50 bps, prior to May 15, 2021
Equity Clawback:	Redeem prior to May 15, 2021 at 104.000% for up to 35.000%

Call Schedule:

On or after:	Price:
May 15, 2021	103.000%
May 15, 2022	102.000%
May 15, 2023	101.000%
May 15, 2024 and thereafter	100.000%

Change of Control: Upon the occurrence of certain change of control events (as described in the Preliminary Prospectus Supplement), we will be required to repurchase all outstanding Notes at a repurchase price of 101% of their principal amount, plus accrued and unpaid interest to the repurchase date.

Ratings[1]:	Moody's: [Intentionally omitted] S&P: [Intentionally omitted]
Trade Date:	May 22, 2018
Settlement Date[2]:	June 6, 2018 (T+10)
Common Code/ISIN Numbers:	182760072 / XS1827600724
Denominations:	€100,000 and integral multiples of €1,000 in excess thereof
Joint Book-Running Managers:	Citigroup Global Markets Inc. J.P. Morgan Securities plc Barclays Bank PLC Credit Suisse Securities (USA) LLC HSBC Securities (USA) Inc. RBC Europe Limited Merrill Lynch International Deutsche Bank Securities Inc.
Senior Co-Managers:	Mizuho International plc TD Securities (USA) LLC
Co-Managers:	SunTrust Robinson Humphrey, Inc. BNP Paribas Citizens Capital Markets, Inc.

The Issuer has filed a registration statement (including the Base Prospectus) and the Preliminary Prospectus Supplement with the SEC in connection with the Offering. Before you invest, you should read the Preliminary Prospectus Supplement, the Base Prospectus, the documents incorporated by reference in each and the other documents the Issuer has filed with the SEC for more complete information about the Issuer and the Offering. The information in this pricing term sheet supersedes the information in the Preliminary Prospectus Supplement to the extent inconsistent therewith. You may obtain these documents for free by visiting EDGAR on the SEC website at www.sec.gov. Alternatively, copies of the Preliminary Prospectus Supplement and the Base Prospectus may be obtained from: Citigroup Global Markets Inc. by calling toll-free at 1-800-831-9146; from J.P. Morgan Securities LLC, c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, New York 11717 or by calling (866) 803-9204; from Barclays Capital Inc., Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, New York 11717, email: Barclaysprospectus@broadridge.com, or by calling toll free: 1-888-603-5847; from Credit Suisse Securities (USA) LLC, Attention: Prospectus Department, One Madison Avenue, New York, New York 10010, telephone: 1-800-221-1037, or email: newyork.prospectus@credit-suisse.com; from HSBC Securities (USA) Inc. by calling toll-free at 866-811-8049; from RBC Capital Markets, LLC, 200 Vesey Street, 8th Floor New York, New York 10281, Attention: Leveraged Capital Markets; or by telephone at 1-877-280-1299; from BofA Merrill Lynch, NC1-004-03-43, 200 North College Street, 3rd Floor, Charlotte, North Carolina 28255-0001, Attention: Prospectus Department, or e-mail dg.prospectus_requests@baml.com; or from Deutsche Bank Securities Inc., 60 Wall Street, New York, New York 10005, telephone: 1-800-503-4611, or email: prospectus.CPDG@db.com.

ANY DISCLAIMERS OR OTHER NOTICES THAT MAY APPEAR BELOW ARE NOT APPLICABLE TO THIS COMMUNICATION AND SHOULD BE DISREGARDED. SUCH DISCLAIMERS OR OTHER NOTICES WERE AUTOMATICALLY GENERATED AS A RESULT OF THIS COMMUNICATION BEING SENT VIA BLOOMBERG OR ANOTHER EMAIL SYSTEM.

[1] Note: A securities rating is not a recommendation to buy, sell or hold the Notes and may be subject to revision or withdrawal at any time.

[2] Note: Under Rule 15c6-1 under the Securities Exchange Act of 1934, as amended, trades in the secondary market are required to settle in two business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the Notes prior to the eighth business day following the pricing of the Notes will be required, by virtue of the fact that the Notes initially settle in T+10, to specify an alternate settlement arrangement at the time of any such trade to prevent a failed settlement.

SCHEDULE E

SUBSIDIARIES

Name	Jurisdiction of Organization
2463297 Ontario Limited	Canada
Baanhoekweg Energie Project BV	Netherlands
ChemFirst Inc.	Mississippi
Chemours Belgium BVBA	Belgium
Chemours Chemicals Rus	Russia
Chemours Deutschland GmbH	Germany
Chemours EMEA 2, LLC	Delaware
Chemours France SAS	France
Chemours Hong Kong Holding Limited	Hong Kong
Chemours International 2, LLC	Delaware
Chemours International Operations Sàrl	Switzerland
Chemours Italy S.r.l.	Italy
Chemours Kabushiki Kaisha	Japan
Chemours Korea Inc.	Korea
Chemours Netherlands 2, LLC	Delaware
Chemours Netherlands BV	Netherlands
Chemours NL Holding 1 B.V.	Netherlands
Chemours NL Holding 2 B.V.	Netherlands
Chemours NL Holding 3 B.V.	Netherlands
Chemours NL Holding 4 B.V.	Netherlands
Chemours NL Holding 5 B.V.	Netherlands
Chemours Services Sàrl	Switzerland
Chemours Spain S.L.	Spain
Chemours Titanium Technologies (Taiwan) Ltd.	Taiwan
Chemours TR Kimyasal Ürünler Limited Şirketi	Turkey
Chemours UK Limited	United Kingdom
Dordrecht Energy Supply Company B.V.	Netherlands
Dordrecht Energy Supply Company C.V.	Netherlands
First Chemical Corporation	Mississippi
First Chemical Texas, L.P.	Delaware
ICOR International, Inc.	Indiana
Initiatives Inc. S.A. de C.V.	Mexico
Noluma International, LLC	Delaware
TCC Holding 1 C.V.	Netherlands
TCC Holding 2 C.V.	Netherlands
TCC Holding 3 C.V.	Netherlands
The Chemours (Changshu) Fluoro Technology Company Limited	China
The Chemours (Taiwan) Company Limited	Taiwan
The Chemours (Thailand) Company Limited	Thailand
The Chemours Canada Company	Canada
The Chemours Chemical (Shanghai) Company Limited	China
The Chemours China Holding Co., Ltd	China
The Chemours Company (Argentina) S.R.L.	Argentina
The Chemours Company (Australia) Pty Limited	Australia
The Chemours Company Asia Pacific Operations, Inc.	Delaware
The Chemours Company Chile Limitada	Chile

Name	Jurisdiction of Organization
The Chemours Company Colombia S.A.S.	Colombia
The Chemours Company Delaware Operations, Inc.	Delaware
The Chemours Company EMEA, LLC	Delaware
The Chemours Company FC, LLC	Delaware
The Chemours Company Industria E Comercio de Produtos Quimicos Ltda.	Brazil
The Chemours Company International, LLC	Delaware
The Chemours Company Mexicana S. de R.L. de C.V.	Mexico
The Chemours Company Mexico, S. de R.L. de C.V.	Mexico
The Chemours Company Netherlands, LLC	Delaware
The Chemours Company North America, Inc.	Delaware
The Chemours Company Servicios, S. de R.L. de C.V.	Mexico
The Chemours Company Singapore Pte. Ltd.	Singapore
The Chemours Company Worldwide Operations, Inc.	Delaware
The Chemours Holding Company, S. de R.L. de C.V.	Mexico
The Chemours India Private Limited	India
The Chemours Company Malaysia Sdn. Bhd.	Malaysia

Exhibit 4.1

EXECUTION VERSION

SECOND SUPPLEMENTAL INDENTURE

Dated as of June 6, 2018

among

THE CHEMOURS COMPANY, as Issuer,

THE SUBSIDIARY GUARANTORS PARTY HERETO,

U.S. BANK NATIONAL ASSOCIATION, as Trustee,

ELAVON FINANCIAL SERVICES DAC, UK BRANCH, as Paying Agent

and

ELAVON FINANCIAL SERVICES DAC, as Registrar and Transfer Agent

to the Indenture, dated as of May 23, 2017,
relating to Senior Debt Securities

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SECOND SUPPLEMENTAL INDENTURE

THIS SECOND SUPPLEMENTAL INDENTURE, dated as of June 6, 2018 (this "Second Supplemental Indenture"), among THE CHEMOURS COMPANY, a Delaware corporation (the "Company"), each of the Subsidiary Guarantors party hereto or that becomes a Subsidiary Guarantor pursuant to the terms of this Second Supplemental Indenture, U.S. BANK NATIONAL ASSOCIATION, as trustee (the "Trustee"), ELAVON FINANCIAL SERVICES DAC, UK BRANCH, a limited liability company registered in Ireland with the Companies Registration Office (registered number 418442), with its registered office at Building 8, Cherrywood Business Park, Loughlinstown, Dublin 18, D18 W319 Ireland, acting through its UK Branch (registered number BR009373) from its offices at 5th Floor, 125 Old Broad Street, London EC2N 1AR, United Kingdom, as paying agent (the "Paying Agent"), and ELAVON FINANCIAL SERVICES DAC, a limited liability company registered in Ireland with the Companies Registration Office (registered number 418442), with its registered office at Building 8, Cherrywood Business Park, Loughlinstown, Dublin 18, D18 W319 Ireland, as registrar (the "Registrar") and transfer agent (the "Transfer Agent" and, together with the Paying Agent and the Registrar, the "Euro Agents") under an Indenture, dated as of May 23, 2017, between the Company and the Trustee (the "Base Indenture" and, together with the Second Supplemental Indenture, referred to herein as the "Indenture"). All capitalized terms used in this Second Supplemental Indenture and not otherwise defined herein have the meanings given such terms in the Base Indenture.

WHEREAS, the Company desires to establish, under the terms of the Base Indenture, a series of its Securities (such securities being of the type referred to in the Base Indenture and in this Second Supplemental Indenture as the "Securities") to be known as its 4.000% Senior Notes due 2026 (the "Notes"), the form and substance of such Notes and the terms, provisions and conditions thereof, to be set forth as provided in the Base Indenture and in this Second Supplemental Indenture;

WHEREAS, this Second Supplemental Indenture is being entered into pursuant to the provisions of Article 10 of the Base Indenture to establish the terms of the Notes in accordance with Section 2.03 of the Base Indenture, to add the Subsidiary Guarantors as obligors and to issue the Notes in accordance with Section 2.01 of the Base Indenture;

WHEREAS, the Company has requested that the Trustee and the Euro Agents execute and deliver this Second Supplemental Indenture; and

WHEREAS, all requirements necessary to make this Second Supplemental Indenture a valid instrument in accordance with its terms and to make the Notes, when executed by the Company and the Euro Agents and authenticated and delivered by the Trustee, the valid obligations of the Company, have been performed, and the execution and delivery of this Second Supplemental Indenture have been duly authorized in all respects.

NOW THEREFORE, in consideration of the purchase and acceptance of the Notes by the Holders (as defined below) thereof, and for the purpose of setting forth, as provided in the Base Indenture, the form and substance of the Notes and the terms, provisions and conditions thereof, the Company covenants and agrees with the Trustee and Euro Agents as follows:

ARTICLE 1

DEFINITIONS

SECTION 1.1 Definition of Terms.

(a) Capitalized terms used but not defined in this Second Supplemental Indenture shall have the meanings ascribed to them in the Base Indenture.

(b) For purposes of this Second Supplemental Indenture, the following terms have the meanings given to them in this Section 1.1(b):

"Applicable Premium" means, as calculated by the Company with respect to any Note on any redemption date, the greater of:

(1) 1.0% of the principal amount of such Note; and

(2) the excess, if any, of (a) the present value at such redemption date of the redemption price of such Note at May 15, 2021 (such redemption price being set forth in the table appearing in Section 2.6(a)), plus all required interest payments due on such Note through May 15, 2021 (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Bund Rate as of such redemption date plus 50 basis points; over (b) the principal amount of such Note;

"Applicable Procedures" means, with respect to any transfer or exchange of or for beneficial interests in any Global Note, the rules and procedures of Euroclear and Clearstream, Luxembourg that apply to such transfer and exchange;

"Attributable Debt" means, with respect to any Sale/Leaseback Transaction, the present value (discounted at the interest rate implicit in the lease involved in such Sale/Leaseback Transaction) of the total obligations of the lessee for rental payments during the remaining term of the lease included in such Sale/Leaseback Transaction (including any period for which such lease has been extended). In the case of any lease that is terminable by the lessee upon payment of a penalty, the Attributable Debt shall be the lesser of: (1) the Attributable Debt determined assuming termination upon the first date such lease may be terminated (in which case the Attributable Debt shall also include the amount of the penalty, but no rent shall be considered as required to be paid under such lease subsequent to the first date upon which it may be so terminated); and (2) the Attributable Debt determined assuming no such termination;

"Bund Rate" means, as of any redemption date, the yield to maturity as of such redemption date of the most recently issued direct obligations of the Federal Republic of Germany (Bunds or Bundesanleihen) with a constant maturity (as compiled and published in the most recent financial statistics that have become publicly available at least two business days prior to the redemption date (or, if such financial statistics are no longer published or not available, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to May 15, 2021; provided, however, that if the period from the redemption date to May 15, 2021 is not equal to the constant maturity of the direct obligation of the Federal Republic of Germany for which a weekly average yield is given, the Bund Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of direct obligations of the Federal Republic of Germany for which such yields are given, except that if the period from the redemption date to May 15, 2021 is less than a year, the weekly average yield on actually traded direct obligations of the Federal Republic of Germany adjusted to a constant maturity of one year shall be used.

"Capital Lease Obligations" of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use other than operating leases) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital or finance leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP. For purposes of Section 4.1, a Capital Lease Obligation shall be deemed to be secured by a Lien on the property being leased and such property shall be deemed to be owned by the lessee. Notwithstanding any changes in GAAP after the Issue Date, any lease of such Person at the time of its incurrence of such lease, that would be characterized as an operating lease under GAAP in effect on the Issue Date (whether such lease is entered into before or after the Issue Date) shall not constitute a Capital Lease Obligation of such Person under the Indenture as a result of such changes in GAAP;

"Capital Stock" of any Person means any and all shares, interests (including partnership interests), rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) equity of such Person, including any preferred stock, but excluding any debt securities convertible into such equity;

"CFC" means (a) a Person that is a "controlled foreign corporation" for purposes of the Code and (b) each Subsidiary of any such Person;

"Change of Control" means the occurrence of any one of the following: (1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, to any Person (including any "person" (as that term is used in Section 13(d)(3) of the Exchange Act)), other than to the Company or one of its Subsidiaries; (2) the Company becomes aware (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) of the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any Person (including any "person" (as that term is used in Section 13(d)(3) of the Exchange Act)) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the outstanding Voting Stock of the Company, measured by voting power rather than number of shares; or (3) the adoption of a plan relating to the liquidation or dissolution of the Company;

"Change of Control Repurchase Event" means the occurrence of both a Change of Control and a Rating Event;

"Code" means the Internal Revenue Code of 1986, as amended;

"Consolidated Depreciation and Amortization Expense" means, with respect to any Person for any period, the total amount of depreciation and amortization expense and capitalized fees related to any Qualified Securitization Transaction or a receivables facility and amortization of intangible assets, debt issuance costs, commissions, fees and expenses, including the amortization of deferred financing fees of such Person and its Restricted Subsidiaries for such period on a consolidated basis and otherwise determined in accordance with GAAP (excluding, in each case, amortization expense attributable to a prepaid cash item that was paid in a prior period);

"Consolidated Interest Expense" means, with respect to any Person for any period, without duplication, the sum of:

(1) consolidated interest expense of such Person and its Restricted Subsidiaries for such period, to the extent such expense was deducted (and not added back) in computing Consolidated Net Income (including (a) amortization of original issue discount resulting from the issuance of Indebtedness at less than par, (b) all commissions, discounts and other fees and charges owed with respect to letters of credit or bankers' acceptances, (c) non-cash interest payments (but excluding any non-cash interest expense attributable to the movement in the mark to market valuation of Hedging Obligations or other derivative instruments pursuant to GAAP), (d) the interest component of Capitalized Lease Obligations and (e) net payments, if any, made (less net payments, if any, received)) pursuant to interest rate Hedging Obligations with respect to Indebtedness but excluding (i) penalties and interest relating to taxes; (ii) accretion or accrual of discounted liabilities not constituting Indebtedness, (iii) any expense resulting from the discounting of any outstanding Indebtedness in connection with the application of purchase accounting in connection with any acquisition, (iv) amortization of deferred financing fees, debt issuance costs, commissions, fees and expenses, (v) any expensing of bridge, commitment and other financing fees and (vi) commissions, discounts, yield and other fees and charges (including any interest expense) related to any Qualified Securitization Transaction or receivables facility); plus

(2) consolidated capitalized interest of such Person and its Restricted Subsidiaries for such period, whether paid or accrued; less

(3) interest income for such period;

For purposes of this definition, interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by such Person to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP;

"Consolidated Net Income" means, with respect to any Person for any period, the aggregate of the Net Income of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, and otherwise determined in accordance with GAAP; *provided*, *however*, that, without duplication,

(1) the cumulative effect of a change in accounting principles and changes as a result of the adoption or modification of accounting policies during such period shall be excluded;

(2) any after-tax effect of income (loss) from abandoned or discontinued operations and any net after-tax gains or losses on disposal of abandoned or discontinued operations shall be excluded;

(3) any net after-tax gains or losses (less all fees and expenses relating thereto) attributable to asset dispositions or the sale or other disposition of any Capital Stock of any Person other than in the ordinary course of business, as determined in good faith by the Company, shall be excluded;

(4) the Net Income for such period of any Person that is not a Subsidiary or is an Unrestricted Subsidiary or that is accounted for by the equity method of accounting shall be excluded; *provided* that Consolidated Net Income of the Company will be increased by the amount of dividends or distributions or other payments that are actually paid in cash (or to the extent converted into cash) or cash equivalents to the referent Person or a Restricted Subsidiary thereof in respect of such period (other than any such proceeds that are used to make an Investment by the Company or any Restricted Subsidiary in a joint venture to the extent funded with the proceeds of a cash dividend or other cash distribution made by such joint venture);

(5) [Reserved];

(6) any after-tax effect of income (loss) from the early extinguishment of Indebtedness or Hedging Obligations or other derivative instruments shall be excluded;

(7) any impairment charge or asset write-off or write-down, including impairment charges or asset write-offs or write-downs related to intangible assets, physical assets (including commodities and inventory), long-lived assets or investments in debt and equity securities or as a result of a change in law or regulation, in each case, pursuant to GAAP and the amortization of intangibles arising pursuant to GAAP shall be excluded;

(8) any non-cash compensation or similar charge or expense or reduction of revenue, including any such charge or amount arising from grants of stock appreciation or similar rights, stock options, restricted stock or other rights and any cash charges associated with the rollover, acceleration or payout of Equity Interests by management, other employees or business partners of the Company or any of its direct or indirect parent companies or subsidiaries shall be excluded;

(9) any acquisition, disposition, recapitalization, Investment, asset sale, issuance, repayment or amendment of Indebtedness, issuance of Equity Interests, refinancing transaction or amendment or modification of any debt instrument (in each case, including any such transaction consummated prior to the Issue Date and any such transaction undertaken but not completed), any non-cash expenses or charges recorded in accordance with GAAP relating to currency valuation of foreign denominated debt and any charges or non- recurring merger costs incurred during such period as a result of any such transaction including, without limitation, any non-cash expenses or charges recorded in accordance with GAAP relating to equity interests issued to non-employees in exchange for services provided in connection with any acquisition or business arrangement (in each case, including any such transaction consummated prior to the Issue Date and any such transaction undertaken but not completed) shall be excluded;

(10) all extraordinary, unusual or non-recurring charges, gains and losses (whether cash or non-cash) (including, without limitation, all restructuring costs, facilities relocation costs, acquisition integration costs and fees, including cash severance payments made in connection with acquisitions, and any expense or charge related to the repurchase of Capital Stock or warrants or options to purchase Capital Stock), and the related tax effects according to GAAP shall be excluded;

(11) inventory purchase accounting adjustments and amortization and impairment charges resulting from other purchase accounting adjustments in connection with acquisition transactions shall be excluded; and

(12) the following items shall be excluded:

(a) any net unrealized gain or loss (after any offset) resulting in such period from Hedging Obligations and the application of ASC 815 Derivatives and Hedging; and

(b) foreign currency and other non-operating gain or loss and foreign currency gain (loss) included in other operating expenses including any net unrealized gain or loss (after any offset) resulting in such period from currency translation gains or losses related to currency remeasurements of Indebtedness (including any net loss or gain resulting from hedge agreements for currency exchange risk);

"Consolidated Net Secured Leverage Ratio" means, as of the date of determination, the ratio of (a) the Secured Indebtedness of the Company and its Restricted Subsidiaries as of such date of determination less unrestricted cash and cash equivalents of the Company and its Restricted Subsidiaries as of such date of determination (in each case, determined after giving pro forma effect to such incurrence of Indebtedness, and each other incurrence, assumption, guarantee, redemption, retirement and extinguishment of Indebtedness as of such date of determination; *provided*, that the cash proceeds of any proposed incurrence of Indebtedness shall not be included in unrestricted cash and cash equivalents for purposes of this definition) to (b) EBITDA of the Company and its Restricted Subsidiaries for the most recent four fiscal quarter period ending immediately prior to such determination date for which internal financial statements are available;

In the event that the Company or any Restricted Subsidiary incurs, assumes, guarantees, redeems, retires or extinguishes any Indebtedness (other than Indebtedness incurred under any revolving credit facility unless such Indebtedness has been permanently repaid and has not been replaced) or issues or redeems Disqualified Stock or preferred stock subsequent to the commencement of the period for which the Consolidated Net Secured Leverage Ratio is being calculated but prior to or simultaneously with the event for which the calculation of the Consolidated Net Secured Leverage Ratio is made, then the Consolidated Net Secured Leverage Ratio shall be calculated giving pro forma effect to such incurrence, assumption, guarantee, redemption, retirement or extinguishment of Indebtedness, or such issuance or redemption of Disqualified Stock or preferred stock, as if the same had occurred at the beginning of the applicable four-quarter period;

For purposes of making the computation referred to above, Investments, acquisitions, dispositions, mergers, consolidations and disposed operations (as determined in accordance with GAAP) that have been made by the Company or any of its Restricted Subsidiaries during the four-quarter reference period or subsequent to such reference period and on or prior to or simultaneously with the Consolidated Net Secured Leverage Ratio calculation date shall be calculated on a pro forma basis, assuming that all such Investments, acquisitions, dispositions, mergers, consolidations and disposed operations (and the change in any associated fixed charge obligations and the change in EBITDA resulting therefrom) had occurred on the first day of the four-quarter reference period. If since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged with or into the Company or any of its Restricted Subsidiaries shall have made any Investment, acquisition, disposition, merger, consolidation or disposed operation that would have required adjustment pursuant to this definition, then the Consolidated Net Secured Leverage Ratio shall be calculated giving pro forma effect thereto for such period as if such Investment, acquisition, disposition, merger, consolidation or disposed operation had occurred at the beginning of the applicable four-quarter period;

For purposes of this definition, whenever pro forma effect is to be given to an Investment, acquisition, disposition, merger, consolidation, disposed operation or any other transaction, the pro forma calculations shall be made in good faith by a responsible financial or accounting officer of the Company (and may include, for the avoidance of doubt and without duplication, cost savings and operating expense reduction resulting from such Investment, acquisition, disposition, merger, consolidation, disposed operation or other transaction, in each case calculated in the manner described in the definition of "EBITDA" herein). If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the Consolidated Net Secured Leverage Ratio calculation date had been the applicable rate for the entire period (taking into account any Hedging Obligations applicable to such Indebtedness). Interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Company to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP. For purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed on a pro forma basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period except as set forth in the first paragraph of this definition. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a Eurocurrency interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Company may designate;

"Consolidated Net Tangible Assets" means, as at any date, the aggregate amount of assets of the Company and its Restricted Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP, and excluding assets of any Securitization Special Purpose Entity that is a Restricted Subsidiary) after deducting therefrom (1) (to the extent otherwise included therein) all goodwill, trade names, trademarks, service marks, patents, unamortized debt discount and expense and all other intangible assets and (2) all current liabilities (excluding current liabilities of any Securitization Special Purpose Entity that is a Restricted Subsidiary), all as set forth on the most recent quarterly or annual (as the case may be) consolidated balance sheet or the notes thereto for which internal financial statements are available of the Company and its Restricted Subsidiaries in accordance with GAAP;

"Coupon Rate" has the meaning set forth in Section 2.5;

"Credit Agreement" means the Amended and Restated Credit Agreement, dated as of April 3, 2018, by and among the Company, JPMorgan Chase Bank, N.A., as Administrative Agent, and the other agents and lenders party thereto, as such agreement may be amended, modified, supplemented, restated, extended, renewed, refinanced, replaced or substituted from time to time in one or more agreements or instruments (in each case with the same or new lenders, investors, purchasers or other debtholders), including pursuant to any agreement extending the maturity thereof or otherwise restructuring all or any portion of the Indebtedness thereunder or increasing the amount loaned or issued thereunder;

"Credit Facilities" means one or more debt facilities (including the Credit Agreement and the Existing Notes), commercial paper facilities, securities purchase agreements, indentures or similar agreements, in each case, with banks or other institutional lenders or investors providing for revolving loans, term loans, receivables financing (including through the sale of receivables to lenders or to special purpose entities formed to borrow from lenders against such receivables), letters of credit or the issuance of debt securities, including any related notes, guarantees, collateral documents, instruments and agreements executed in connection therewith, and, in each case, as amended, modified, supplemented, restated, extended, renewed, refinanced, replaced or substituted from time to time;

"Default" means any event that is, or after notice or passage of time or both would be, an Event of Default;

"Depositary" means Elavon Financial Services DAC and any and all successors thereto appointed as depositary hereunder and having become such pursuant to the applicable provisions of the Indenture;

"Disqualified Stock" means, with respect to any Person, any Capital Stock of such Person that, by its terms, or by the terms of any security into which it is convertible or for which it is putable or exchangeable, or upon the happening of any event, matures or is mandatorily redeemable (other than solely as a result of a change of control or asset sale and other than redeemable for Capital Stock of such Person that is not itself Disqualified Stock) pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (other than solely as a result of a change of control or asset sale and other than redeemable for Capital Stock of such Person that is not itself Disqualified Stock), in whole or in part, in each case prior to the date that is 91 days after the maturity date of the Notes; *provided*, *however*, that if such Capital Stock is issued to any plan for the benefit of employees of the Company or its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Company or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations;

"Domestic Subsidiary" means any Subsidiary incorporated or organized under the laws of the United States of America or any State thereof or the District of Columbia other than a Foreign Subsidiary Holding Company;

"EBITDA" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period:

(1) increased (without duplication) by the following, in each case (other than clause (g)) to the extent deducted (and not added back) in determining Consolidated Net Income for such period:

(a) provision for taxes based on income or profits or capital gains, including, without limitation, state, franchise and similar taxes, and foreign withholding taxes and penalties and interest relating to taxes of such Person paid or accrued during such period; plus

(b) Consolidated Interest Expense of such Person for such period; plus

(c) Consolidated Depreciation and Amortization Expense of such Person for such period; plus

(d) the amount of any restructuring charges, integration, business optimization and acquisition, investment or disposal-related costs (whether incurred prior to, or after, the consummation of any such acquisition, investment or disposal), retention charges, stock option and any other equity-based compensation expenses deducted (and not added back) in such period in computing Consolidated Net Income, including any one-time costs incurred in connection with acquisitions, investments or disposals before or after the Issue Date and costs related to the closure and/or consolidation of facilities or headcount reductions or other similar actions (including severance charges in respect of employee terminations); plus

(e) any other non-cash charges, including any write-offs or write-downs, reducing Consolidated Net Income for such period (*provided* that if any such non-cash charges represent an accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period); plus

(f) income attributable to non-controlling interests in Subsidiaries to the extent deducted (and not added back) in such period in calculating Consolidated Net Income; plus

(g) the amount of net cost savings and operating expense reductions projected by the Company in good faith to be realized as a result of actions initiated or to be initiated or taken on or prior to the date that is 12 months after the consummation of any acquisition, amalgamation, merger or operational change or other action, plan or transaction and prior to or during such period (calculated on a pro forma basis as though such cost savings had been realized on the first day of such period), net of the amount of actual benefits realized during such period from such actions; *provided* that (x) such cost savings are reasonably identifiable and quantifiable and (y) no cost savings shall be added pursuant to this clause (g) to the extent duplicative of any expenses or charges relating to such cost savings that are either excluded in computing Consolidated Net Income or included (*i.e.*, added back) in computing "EBITDA" for such period; *provided*, further, that the adjustments pursuant to this clause (g) may be incremental to (but not duplicative of) pro forma adjustments made pursuant to the definition of "Consolidated Net Leverage Ratio"; *provided*, further, that the aggregate amount of add backs made pursuant to this clause (g) shall not exceed an amount equal to 15% of EBITDA for the period of four consecutive fiscal quarters most recently ended prior to the determination date (without giving effect to any adjustments pursuant to this clause (g)); plus

(h) [Reserved]; plus

(i) the amount of any earn-out payments, contingent consideration or deferred purchase price of any kind in conjunction with acquisitions; plus

(j) losses to the extent reimbursable by third parties in connection with any acquisition permitted hereunder, as determined in good faith by the Company; and

(2) decreased by (without duplication) non-cash gains increasing Consolidated Net Income of such Person for such period, excluding any non-cash gains to the extent they represent the reversal of an accrual or reserve for a potential cash item that reduced EBITDA in any prior period;

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock, but excluding any debt security that is convertible into, or exchangeable for, Capital Stock;

"Equity Offering" means any public or private sale of Capital Stock of the Company (excluding Disqualified Stock), other than: (i) public offerings with respect to the Company's common stock registered on Form S-8; (ii) issuances to any Subsidiary of the Company or to any management equity plan or stock option plan or any other management or employee benefit plan or agreement of the Company; and (iii) any offering of common stock issued in connection with a transaction that constitutes a Change of Control;

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended;

"Existing Notes" means the Company's (1) 6.625% Senior Notes due 2023, (2) 7.000% Senior Notes due 2025, (3) 6.125% Senior Notes due 2023 and (4) 5.375% Senior Notes due 2027, in each case issued and outstanding on the Issue Date;

"Foreign Subsidiary Holding Company" means any Restricted Subsidiary substantially all of whose assets consist of Capital Stock and/or Indebtedness of one or more CFCs;

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time, including those set forth in: (1) the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants; (2) statements and pronouncements of the Financial Accounting Standards Board; (3) such other statements by such other entity as approved by a significant segment of the accounting profession; and (4) the rules and regulations of the SEC governing the inclusion of financial statements (including *pro forma* financial statements) in periodic reports required to be filed pursuant to Section 13 of the Exchange Act, including opinions and pronouncements in staff accounting bulletins and similar written statements from the accounting staff of the SEC;

"Global Note" has the meaning set forth in Section 2.3(b);

"Guaranteed Obligations" has the meaning set forth in Section 3.1;

"Hedging Obligations" means obligations under: (1) interest rate swap agreements (whether from fixed to floating or from floating to fixed), interest rate cap agreements and interest rate collar agreements; (2) other agreements or arrangements designed to manage interest rates or interest rate risk; and (3) other agreements or arrangements designed to protect against fluctuations in currency exchange rates or commodity prices;

"Holder," "holder," "note holder" or other similar term means any person in whose name the Notes are registered on the Security Register kept by the Company in accordance with the terms hereof;

"Indebtedness" means, with respect to any Person on any date of determination (without duplication): (1) the principal in respect of (A) indebtedness of such Person for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable, including, in each case, any premium on such indebtedness to the extent such premium has become due and payable (other than letters of credit issued in respect of trade payables); (2) all Capital Lease Obligations of such Person and all Attributable Debt in respect of Sale/Leaseback Transactions entered into by such Person; (3) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding any accounts payable or other liability to trade creditors arising in the ordinary course of business); (4) all obligations of such Person in respect of letters of credit, bankers' acceptances or other similar instruments; *provided* that such obligations shall not constitute Indebtedness except to the extent drawn upon or presented and not paid within 10 business days; (5) all guarantees by such Person of obligations of the type referred to in clauses (1) through (4); and (6) all obligations of the type referred to in clauses (1) through (5) of other Persons secured by any Lien on any property or asset of such Person (whether or not such obligation is assumed by such Person), the amount of such obligation being deemed to be the lesser of the fair market value of such property or assets and the amount of the obligation so secured;

The amount of Indebtedness of any Person will be deemed to be: (A) with respect to contingent obligations, the maximum liability upon the occurrence of the contingency giving rise to the obligation; (B) with respect to Indebtedness secured by a Lien on an asset of such Person but not otherwise the obligation, contingent or otherwise, of such Person, the lesser of (x) the fair market value of such asset on the date the Lien attached and (y) the amount of such Indebtedness; (C) with respect to any Indebtedness issued with original issue discount, the face amount of such Indebtedness less the remaining unamortized portion of the original issue discount of such Indebtedness; (D) with respect to any Hedging Obligation, the net amount payable if such Hedging Obligation terminated at that time due to default by such Person; and (E) otherwise, the outstanding principal amount thereof;

"Investments" means, with respect to any Person, all investments by such Person in other Persons (including affiliates) in the form of loans (including guarantees), advances or capital contributions (excluding accounts receivable, trade credit, advances to customers, commission, travel and similar advances to directors, officers, employees and consultants in each case made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities issued by any other Person and investments that are required by GAAP to be classified on the balance sheet (excluding the notes) of the Company in the same manner as the other investments included in this definition to the extent such transactions involve the transfer of cash or other property;

The amount of any Investment outstanding at any time shall be the original cost of such Investment, reduced by any dividend, distribution, interest payment, return of capital, repayment or other amount received in cash or cash equivalents by the Company or a Restricted Subsidiary in respect of such Investment;

"Interest Payment Date" has the meaning set forth in Section 2.5;

"IRS" means the United States Internal Revenue Service;

"Issue Date" means June 6, 2018;

"Lien" means any mortgage or deed of trust, charge, pledge, lien (statutory or otherwise), privilege, security interest, assignment, easement, hypothecation, claim, preference, priority or other encumbrance upon or with respect to any priority of any kind (including any conditional sale, capital lease or other title retention agreement, or any leases in the nature thereof) real or personal, moveable or immovable, now owned or hereafter acquired; *provided*, *however*, that in no event shall an operating lease be deemed to constitute a Lien;

"Material Indebtedness" means Indebtedness (other than the Notes and the Subsidiary Guarantees) of any one or more of the Company and the Subsidiary Guarantors in an aggregate principal amount exceeding $100,000,000;

"Maturity Date" means the date on which the Notes mature and on which the principal shall be due and payable together with all accrued and unpaid interest thereon;

"Maturity Repayment Price" means the price, at the Maturity Date, equal to the principal amount of, plus accrued interest on, the Notes;

"Moody's" means Moody's Investors Services Inc. and its successors;

"Net Income" means, with respect to any Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends;

"Permitted Liens" means, with respect to any Person:

(1) Liens securing Indebtedness (including Capital Lease Obligations) incurred to finance the acquisition, construction, purchase, replacement or lease of, or repairs, improvements or additions to, property, plant or equipment (whether through the direct purchase of assets or the Capital Stock of any Person owning such assets) of such Person (plus additions, improvements, accessions and replacements and customary deposits in connection therewith and proceeds, products and distributions therefrom); *provided*, *however*, that the Lien may not extend to any other property owned by such Person or any of its Subsidiaries at the time the Lien is incurred (other than assets and property affixed or appurtenant thereto or pursuant to customary after-acquired property clauses), and the Indebtedness (other than any interest thereon) secured by the Lien may not be incurred more than 12 months after the later of such acquisition, completion of construction, purchase, replacement or lease of, repairs, improvement or additions to, such property, plant or equipment subject to the Lien;

(2) Liens existing on the Issue Date not otherwise constituting Permitted Liens;

(3) Liens on assets, property or shares of Capital Stock (plus additions, improvements, accessions and replacements and customary deposits in connection therewith and proceeds, products and distributions therefrom) of another Person at the time such other Person becomes a Subsidiary of such Person (other than a Lien incurred in connection with, or to provide all or any portion of the funds or credit support utilized to consummate, the transaction or series of transactions pursuant to which such Person becomes such a Subsidiary); *provided*, *however*, that the Liens may not extend to any other property owned by such Person or any of its Subsidiaries (other than assets and property affixed or appurtenant thereto or pursuant to customary after-acquired property clauses);

(4) Liens on assets or property (plus additions, improvements, accessions and replacements and customary deposits in connection therewith and proceeds, products and distributions therefrom) at the time such Person or any of its Subsidiaries acquires the assets or property, including any acquisition by means of a merger or consolidation with or into such Person or a Subsidiary of such Person (other than a Lien incurred in connection with, or to provide all or any portion of the funds or credit support utilized to consummate, the transaction or series of transactions pursuant to which such Person or any of its Subsidiaries acquired such property); *provided*, *however*, that the Liens may not extend to any other property owned by such Person or any of its Subsidiaries (other than assets and property affixed or appurtenant thereto or pursuant to customary after-acquired property clauses);

(5) Liens securing Indebtedness or other obligations of a Subsidiary of such Person owing to such Person;

(6) Liens securing Hedging Obligations;

(7) Liens to secure any refinancing (or successive refinancings) as a whole, or in part, of any Indebtedness secured by any Lien referred to in Section 4.1(b), or in the foregoing clause (1), (2), (3) or (4); *provided*, *however*, that: (A) such new Lien shall be limited to all or part of the same property and assets that secured or, under the written agreements pursuant to which the original Lien arose, could secure the original Lien (plus additions, improvements, accessions and replacements and customary deposits in connection therewith and proceeds, products and distributions therefrom); and (B) the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of (x) the outstanding principal amount or, if greater, committed amount of the Indebtedness described under Section 4.1, or in the foregoing clause (1), (2), (3) or (4) at the time the original Lien became a Permitted Lien, plus accrued interest thereon, and (y) an amount necessary to pay any fees, commissions, discounts and expenses, including premiums, related to such refinancing, refunding, extension, renewal or replacement;

(8) Liens incurred to secure cash management services in the ordinary course of business;

(9) Liens securing the Notes (including any Additional Notes);

(10) Liens securing Indebtedness under Credit Facilities in an aggregate outstanding principal amount not to exceed the greater of (a) $3.20 billion and (b) such amount as would not cause the Consolidated Net Secured Leverage Ratio to exceed 2.50:1.00;

(11) Indebtedness incurred by a Securitization Special Purpose Entity pursuant to a Qualified Securitization Transaction that is without recourse to the Company or to any Restricted Subsidiary other than a Securitization Special Purpose Entity (other than Standard Securitization Undertakings) in an aggregate outstanding principal amount not to exceed the greater of $500 million and 10% of Consolidated Net Tangible Assets; and

(12) Liens securing Indebtedness of an Unrestricted Subsidiary that becomes a Restricted Subsidiary in accordance with the Indenture; *provided* that such Subsidiary was an Unrestricted Subsidiary at the time such Indebtedness was originally incurred and such Indebtedness was not incurred in contemplation of such Unrestricted Subsidiary becoming a Restricted Subsidiary;

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity;

"Qualified Securitization Transaction" means any transaction or series of transactions entered into by the Company or any Restricted Subsidiary pursuant to which the Company or such Restricted Subsidiary sells, conveys, grants a security interest in or otherwise transfers to a Securitization Special Purpose Entity, and such Securitization Special Purpose Entity sells, conveys, grants a security interest in or otherwise transfers to one or more other Persons, any Securitization Assets (whether now existing or arising in the future);

"Rating Agency" means (1) each of Moody's and S&P; and (2) if either of Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act, selected by the Company as a replacement agency for Moody's or S&P, or both of them, as the case may be;

"Rating Event" means the rating on the Notes is lowered by either of the Rating Agencies within 60 days from the earlier of (1) the date of the public notice of an arrangement that could result in a Change of Control and (2) the occurrence of a Change of Control (which period shall be extended for so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies);

"Restricted Subsidiary" means any Subsidiary of the Company that is not an Unrestricted Subsidiary. Upon an Unrestricted Subsidiary ceasing to be an Unrestricted Subsidiary, such Subsidiary shall be a Restricted Subsidiary;

"S&P" means Standard & Poor's Ratings Services, a division of McGraw-Hill, Inc., and its successors;

"Sale/Leaseback Transaction" means an arrangement relating to real or tangible personal property owned by the Company or a Restricted Subsidiary on the Issue Date or thereafter acquired by the Company or a Restricted Subsidiary whereby the Company or a Restricted Subsidiary sells or otherwise transfers such property to a Person and the Company or a Restricted Subsidiary thereafter rents or leases it for substantially the same purpose or purposes as the property sold or transferred from such Person;

"SEC" means the U.S. Securities and Exchange Commission;

"Secured Indebtedness" means any Indebtedness of the Company or any of its Restricted Subsidiaries secured by a Lien;

"Securities Act" means the U.S. Securities Act of 1933, as amended;

"Securitization Assets" means (i) all receivables, inventory or royalty or other revenue streams transferred in connection with asset securitization transactions by the Company or any Restricted Subsidiary pursuant to documents relating to any Qualified Securitization Transaction, (ii) all rights arising under the documentation governing or related to receivables (including rights in respect of Liens securing such receivables and other credit support in respect of such receivables), any proceeds of such receivables and any lockboxes or accounts in which such proceeds are deposited, spread accounts and other similar accounts (and any amounts on deposit therein) established in connection with a Qualified Securitization Transaction, any warranty, indemnity, dilution and other intercompany claim, arising out of the documents relating to such Qualified Securitization Transaction and other assets that are transferred or in respect of which security interests are granted in connection with asset securitizations involving accounts receivable, and (iii) all collections (including recoveries) and other proceeds of the assets described in the foregoing clauses (i) and (ii);

"Securitization Special Purpose Entity" means a Person (including, without limitation, a Restricted Subsidiary) created in connection with the transactions contemplated by a Qualified Securitization Transaction, which Person engages in no activities and holds no assets other than those incidental to such Qualified Securitization Transaction;

"Significant Subsidiary" means any Subsidiary that would be a "significant subsidiary" of the Company within the meaning of Rule 1-02 under Regulation S-X promulgated by the SEC and, for the purpose of determining whether an Event of Default has occurred, any group of Subsidiaries that combined would be such a Significant Subsidiary;

"Standard Securitization Undertakings" means all representations, warranties, covenants, indemnities, performance guarantees and servicing obligations entered into by the Company or any Restricted Subsidiary (other than a Securitization Special Purpose Entity) that are customary in connection with any Qualified Securitization Transaction;

"Stated Maturity" means, with respect to any security, the date specified in such security as the fixed date on which the final payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of such security at the option of the holder thereof upon the happening of any contingency unless such contingency has occurred);

"Subsidiary" means, with respect to any Person, any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of Voting Stock is at the time owned or controlled, directly or indirectly, by: (1) such Person; (2) such Person and one or more Subsidiaries of such Person; or (3) one or more Subsidiaries of such Person. Unless otherwise specified or the context shall otherwise require, "Subsidiary" means a Subsidiary of the Company;

"Subsidiary Guarantor" means each Subsidiary of the Company that executes this Second Supplemental Indenture on the Issue Date as a guarantor and each other Subsidiary of the Company that thereafter guarantees the Notes pursuant to the terms of the Indenture;

"Trust Indenture Act" means the Trust Indenture Act of 1939 (15 U.S.C. Sections 77aaa-77bbbb);

"Unrestricted Subsidiary" means any Subsidiary that has been designated as an "Unrestricted Subsidiary" pursuant to, and in accordance with (i) the Credit Agreement (as in effect on the Issue Date) or (ii) any amendment, modification, supplement, restatement, extension, renewal, refinancing, replacement or substitution thereof that provides the Company with similar rights to designate Subsidiaries as "unrestricted", in each case, for so long as such Credit Agreement remains in effect and such Subsidiary is so designated thereunder. If there are one or more Unrestricted Subsidiaries under the Indenture and any such Unrestricted Subsidiary ceases to be an "Unrestricted Subsidiary" under any such Credit Agreement (whether by termination of such Credit Agreement, re-designation of such Subsidiary or otherwise), such Subsidiary shall automatically become a Restricted Subsidiary under the Indenture;

"U.S. Government Obligations" means direct obligations (or certificates representing an ownership interest in such obligations) of the United States of America (including any agency or instrumentality thereof) for the payment of which the full faith and credit of the United States of America is pledged and which are not callable at the issuer's option;

"Voting Stock" of a Person means all classes of Capital Stock of such Person then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof; and

"Wholly Owned" means, with respect to any Subsidiary, a Subsidiary all of the outstanding Capital Stock of which (other than any director's qualifying shares) is owned by the Company or one or more Wholly Owned Subsidiaries (or a combination thereof).

(c) All references in this Second Supplemental Indenture to Section numbers shall be to the Sections of this Second Supplemental Indenture, unless indicated otherwise.

ARTICLE 2

GENERAL TERMS AND CONDITIONS OF THE NOTES

SECTION 2.1 Designation and Principal Amount.

(a) There is hereby authorized and established under the terms of the Indenture a series of the Company's Securities designated the "4.000% Senior Notes due 2026" initially limited in aggregate principal amount to no more than €450,000,000, which amount shall be as set forth in one or more written orders of the Company for the authentication and delivery of the Notes pursuant to Section 2.06 of the Base Indenture.

(b) The Company may, from time to time, without notice to or consent of the Holders of the Notes, issue additional Securities having the same interest date, maturity and other terms as the Notes initially issued hereunder. Any such additional Securities, together with the Notes initially issued hereunder, will constitute a single series of Securities under the Indenture; *provided* that if such additional Securities are not fungible for United States federal income tax purposes, such additional Securities will have a separate Common Code number.

SECTION 2.2 Maturity.

The Maturity Date for the Notes is May 15, 2026.

SECTION 2.3 Form of Notes; Global Form.

(a) The Notes and the Trustee's certificate of authentication to be endorsed thereon shall be substantially in the form attached as Exhibit A hereto. The terms and provisions contained in the form of Notes set forth in Exhibit A shall constitute, and are hereby expressly made, a part of the Indenture as supplemented by this Second Supplemental Indenture.

Any of the Notes may have such letters, numbers or other marks of identification and such notations, legends, endorsements or changes as the officers executing the same may approve (execution thereof to be conclusive evidence of such approval) and as are not inconsistent with the provisions of the Base Indenture as supplemented by this Second Supplemental Indenture, or as may be required by the Depositary or as may be required to comply with any applicable law or with any rule or regulation made pursuant thereto, or to conform to usage, or to indicate any special limitations or restrictions to which any particular Notes are subject.

(b) So long as any Notes are eligible for book-entry settlement with the Depositary, or unless otherwise required by law, or otherwise contemplated by Section 2.07 of the Base Indenture, all of the Notes shall be represented by one or more Securities in global form registered in the name of the Depositary or the nominee of the Depositary and held by the Depositary for, and in respect of interest held through, Euroclear and Clearstream, Luxembourg (each and collectively, the "Global Note"), without coupons. The transfer and exchange of beneficial interests in any such Global Note shall be effected through the Depositary in accordance with the Indenture and the Applicable Procedures. Except as otherwise provided in the Indenture, beneficial owners of a Global Note shall not be entitled to have certificates registered in their names, will not receive or be entitled to receive physical delivery of certificates in definitive form and will not be considered Holders of such Global Note.

SECTION 2.4 Transfer and Exchange of Global Notes.

(a) A Global Note may be transferred, in whole but not in part, only to another nominee of the Depositary, or to a successor Depositary selected or approved by the Company or to a nominee of such successor Depositary.

(b) If at any time, (1) the Depositary notifies the Company that it is unwilling or unable to continue as Depositary or has ceased to be a clearing agency registered under the Exchange Act and, in each case, a successor depositary is not appointed, (2) the Company, at its option, notifies the Trustee in writing that it elects to cause the issuance of Notes in certificated form, or (3) there has occurred and is continuing an Event of Default with respect to the Notes, then the Company shall execute, and, subject to Article 2 of the Base Indenture, the Trustee, upon written notice from the Company, shall authenticate and make available for delivery the Notes in definitive registered form without coupons, in authorized denominations, and in an aggregate principal amount equal to the principal amount of the Global Note in exchange for such Global Note. In such event the Company shall execute, and subject to Section 2.07 of the Base Indenture, the Trustee, upon receipt of an Officer's Certificate evidencing such determination by the Company, shall authenticate and deliver the Notes in definitive registered form without coupons, in authorized denominations, and in an aggregate principal amount equal to the principal amount of the Global Note in exchange for such Global Note. Upon the exchange of the Global Note for such Notes in definitive registered form without coupons, in authorized denominations, the Global Note shall be canceled by the Trustee. Such Notes in definitive registered form issued in exchange for the Global Note shall be registered in such names and in such authorized denominations as the Depositary, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee. The Trustee shall deliver such Notes to the Depositary for delivery to the Persons in whose names such Securities are so registered.

SECTION 2.5 Interest.

(a) Each Note shall bear interest at the rate of 4.000% per annum (the "Coupon Rate") from June 6, 2018 until the principal thereof becomes due and payable, and on any overdue principal and (to the extent that payment of such interest is enforceable under applicable law) on any overdue installment of interest at the Coupon Rate, compounded semi-annually, payable semi-annually in arrears on May 15 and November 15 of each year (each, an "Interest Payment Date"), beginning, on November 15, 2018, to the Person in whose name such Note or any predecessor Note is registered at the close of business on the regular record date for such interest installment, whether or not a business day. The regular record dates shall be the May 1 and November 1 prior to the regular Interest Payment Date.

(b) The amount of interest payable for any period shall be computed on the basis of a 360-day year of twelve 30-day months. Except as provided in the following sentence, the amount of interest payable for any period shorter than a full semi-annual period for which interest is computed, shall be computed on the basis of the actual number of days elapsed in such a 30-day period. In the event that any date on which interest is payable on the Notes is not a business day, then payment of interest payable on such date shall be made on the next succeeding day which is a business day (and without any interest or other payment in respect of any such delay).

SECTION 2.6 Redemption.

(a) The Notes are redeemable at the option of the Company, subject to the terms and conditions of Article 3 of the Base Indenture, in whole or in part, at any time and from time to time (x) prior to May 15, 2021, at a redemption price equal to 100% of the principal amount of the Notes redeemed *plus* the Applicable Premium as of, and accrued and unpaid interest thereon to, but excluding, the redemption date, subject to the rights of holders of such Notes to be redeemed on the relevant record date to receive interest due on an interest payment date that is on or prior to such redemption date or (y) on and after May 15, 2021, at the redemption prices (expressed as percentages of principal amount of the Notes to be redeemed) set forth below, *plus* accrued and unpaid interest thereon, to, but excluding, the redemption date (subject to the rights of holders of such Notes to be redeemed on the relevant record date to receive interest due on an interest payment date that is on or prior to such redemption date), if redeemed beginning on May 15 of the years indicated below:

Date	**Percentage**
2021	103.000%
2022	102.000%
2023	101.000%
2024 and thereafter	100.000%

In addition, prior to May 15, 2021, the Company may, at its option, on one or more occasions, redeem up to 35% of the aggregate principal amount of Notes issued by the Company at a redemption price equal to 104.000% of the aggregate principal amount of such Notes to be redeemed, plus accrued and unpaid interest thereon, to, but excluding, the redemption date (subject to the rights of holders of such Notes to be redeemed on the relevant record date to receive interest due on an interest payment date that is on or prior to such redemption date), with the net cash proceeds of one or more Equity Offerings; *provided* that at least 65% of the aggregate principal amount of the Notes originally issued under this Second Supplemental Indenture (calculated after giving effect to any issuance of Additional Notes) remains outstanding immediately after the occurrence of each such redemption; *provided further* that each such redemption occurs within 90 days of the date of closing of each such Equity Offering.

In connection with any tender offer for all of the outstanding Notes at a price of at least 100% of the principal amount of the Notes tendered, plus accrued and unpaid interest thereon to, but excluding, the applicable tender settlement date (including any Change of Control Offer), if holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in such tender offer and the Company, or any third party making such a tender offer in lieu of the Company, purchases all of the Notes validly tendered and not withdrawn by such holders, the Company or such third party will have the right, upon not less than 30 nor more than 60 days' prior notice, by first class mail to each holder of Notes, or by electronic delivery, given not more than 30 days following such purchase date, to redeem all Notes that remain outstanding following such purchase at a price equal to the price offered to each other holder in such tender offer plus, to the extent not included in the tender offer payment, accrued and unpaid interest, if any, thereon, to, but excluding, the redemption date.

(b) Notice of any redemption shall be given at least 30 days but not more than 60 days before the redemption date to each Holder of the Notes to be redeemed. Unless the Company defaults in payment of the redemption price, on and after the redemption date, interest shall cease to accrue on the Notes or portions thereof called for redemption. If less than all of the Notes are to be redeemed, the Notes shall be selected by the Trustee on a *pro rata* basis to the extent practicable in accordance with its customary procedures or the Applicable Procedures.

(c) Prior to giving any notice of redemption in connection with a redemption pursuant to Section 2.6(a) hereof, the Company will deliver to the Trustee an Officer's Certificate signed by the Chief Financial Officer or a Senior Vice President of the Company stating that the Company is entitled to redeem the Notes and that the conditions precedent to redemption have occurred.

(d) Any notice of redemption may be given prior to the completion of any event or transaction related to such redemption, including any offering or other corporate transaction, and any such redemption or notice may be subject to one or more conditions precedent, including the completion of the related offering or corporate transaction. In addition, if such redemption or notice is subject to satisfaction of one or more conditions precedent, such notice will state that the redemption date may be delayed until such time as any or all of such conditions have been satisfied, or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions have not been satisfied by the redemption date, or by the redemption date so delayed.

SECTION 2.7 Offer to Purchase.

(a) Upon the occurrence of a Change of Control Repurchase Event, unless the Company has exercised its right to redeem the Notes under Section 2.6(a) hereof, each Note holder will have the right to require the Company to purchase all or a portion of such holder's Notes pursuant to Section 2.7(b) (the "Change of Control Offer"), at a purchase price equal to 101% of the principal amount of the holder's Notes plus accrued and unpaid interest, if any, to, but excluding, the date of purchase, subject to the rights of holders of Notes on the relevant record date to receive interest due on the relevant interest payment date.

(b) Within 30 days following the date upon which the Change of Control Repurchase Event occurred, or at the Company's option, prior to any Change of Control but after the public announcement of the pending Change of Control, the Company will be required to send a notice, by first class mail to each Note holder, or by electronic delivery in the case of a Global Note, with a copy to the Trustee, which notice will govern the terms of the Change of Control Offer. Such notice will state, among other things, the purchase date, which must be no earlier than 30 days nor later than 60 days from the date such notice is mailed, other than as may be required by law (the "Change of Control Payment Date"). The notice, if delivered prior to the date of consummation of the Change of Control, will state that the Change of Control Offer is conditioned on the Change of Control Repurchase Event occurring on or prior to the Change of Control Payment Date. Holders of Notes electing to have Notes purchased pursuant to a Change of Control Offer will be required to surrender their Notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Note completed, to the Paying Agent at the address specified in the notice, or transfer their Notes to the Paying Agent by book-entry transfer pursuant to the Applicable Procedures, prior to the close of business on the third business day prior to the Change of Control Payment Date.

(c) The Company will not be required to make a Change of Control Offer if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for such an offer made by the Company and such third party purchases all Notes properly tendered and not withdrawn under its offer.

(d) If holders of not less than 90% in aggregate principal amount of the outstanding Notes tender and do not withdraw such Notes in a Change of Control Offer and the Company, or any third party making a Change of Control Offer in lieu of the Company pursuant to Section 2.7(c), purchases all of the Notes validly tendered and not withdrawn by such holders, the Company or such third party will have the right, upon not less than 30 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to the Change of Control Offer described above, to redeem all Notes that remain outstanding following such purchase at a price in cash equal to 101% of the principal amount thereof plus accrued and unpaid interest to, but excluding, the date of redemption.

(e) The Company will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Section 2.7, the Company will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 2.7 by virtue of its compliance with such securities laws or regulations.

(f) The provisions of this Section 2.7 relating to the Company's obligation to make an offer to repurchase the Notes as a result of a Change of Control Repurchase Event may be waived or modified with the written consent of the holders of a majority in principal amount of the Notes.

(g) On the Change of Control Repurchase Event payment date, the Company shall, to the extent lawful:

(i) accept for payment all Notes or portions of Notes (in a minimum principal amount of €100,000 and integral multiples of €1,000 in excess thereof) properly tendered and not withdrawn pursuant to the Company's offer;

(ii) deposit with the Paying Agent an amount equal to the aggregate purchase price in respect of all Notes or portions of Notes properly tendered and not withdrawn; and

(iii) deliver or cause to be delivered to the Trustee the Notes properly accepted, together with an Officer's Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Company.

The Paying Agent will promptly mail to each Holder of Notes properly tendered and not withdrawn the purchase price for such Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder a new Note equal in principal amount to any unpurchased portion of any such Notes surrendered; *provided*, that each new Note will be in a minimum principal amount of €100,000 or an integral multiple of €1,000 in excess thereof.

SECTION 2.8 Ranking.

The Notes and the Subsidiary Guarantees are unsecured and will rank *pari passu* in right of payment with all of the existing and future unsecured and unsubordinated obligations of the Company and the Subsidiary Guarantors, as applicable.

SECTION 2.9 Paying Agent; Registrar and Transfer Agent.

The Company hereby appoints Elavon Financial Services DAC to act as the initial Registrar and initial Transfer Agent with respect to the Notes. The Company hereby appoints Elavon Financial Services DAC, UK Branch to act as the initial Paying Agent with respect to the Notes.

SECTION 2.10 Payment of Additional Amounts.

All payments of principal and interest on the Notes by the Company will be made free and clear of and without withholding or deduction for or on account of any present or future tax, assessment or other governmental charge imposed by the United States (as defined below), unless the Company is required to withhold or deduct such taxes, assessments or other governmental charge by law or the official interpretation or administration thereof. The Company will, subject to the exceptions and limitations set forth below, pay as additional interest on Notes such additional amounts (the "additional amounts") as are necessary in order that the net payment by the Company of the principal of and interest on such Notes to a holder who is not a United States person (as defined below), after withholding or deduction for any present or future tax, assessment or other governmental charge imposed by the United States, will not be less than the amount provided in such Notes to be then due and payable; provided, however, that the foregoing obligation to pay additional amounts shall not apply:

(1) to any tax, assessment or other governmental charge that is imposed by reason of the holder (or the beneficial owner for whose benefit such holder holds such note), or a fiduciary, settlor, beneficiary, member or shareholder of the holder if the holder is an estate, trust, partnership or corporation, or a person holding a power over an estate or trust administered by a fiduciary holder, being considered as:

(a) being or having been engaged in a trade or business in the United States or having or having had a permanent establishment in the United States;

(b) having a current or former connection with the United States (other than a connection arising solely as a result of the ownership of such Notes, the receipt of any payment or the enforcement of any rights in respect of the Notes), including being or having been a citizen or resident of the United States;

(c) being or having been a foreign or domestic personal holding company, a passive foreign investment company or a controlled foreign corporation for United States income tax purposes or a corporation that has accumulated earnings to avoid United States federal income tax;

(d) being or having been a "10-percent shareholder" of the Company as defined in section 871(h)(3) of the Code or any successor provision; or

(e) being or having been a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business, as described in section 881(c)(3)(A) of the Code or any successor provision;

(2) to any holder that is not the sole beneficial owner of such Notes, or a portion of such Notes, or that is a fiduciary, partnership or limited liability company, but only to the extent that a beneficial owner with respect to the holder, a beneficiary or settlor with respect to the fiduciary, or a beneficial owner or member of the partnership or limited liability company would not have been entitled to the payment of an additional amount had the beneficiary, settlor, beneficial owner or member received directly its beneficial or distributive share of the payment;

(3) to any tax, assessment or other governmental charge that would not have been imposed but for the failure of the holder or beneficial owner to submit an applicable IRS Form W-8BEN or Form W-8BEN-E (or appropriate substitute or successor form with any required attachments) to establish the status as a non-United States person as required for purposes of the portfolio interest exemption or IRS Form W-9 to establish the status as a United States person, or comply with other certification, identification or information reporting requirements concerning the nationality, residence, identity or connection with the United States of the holder or beneficial owner of such Notes, if compliance is required by statute, by regulation of the United States or by an applicable income tax treaty to which the United States is a party as a precondition to exemption from such tax, assessment or other governmental charge;

(4) to any tax, assessment or other governmental charge that is imposed otherwise than by deduction or withholding by the Company or a paying agent from the payment;

(5) to any estate, inheritance, gift, sales, transfer, wealth, capital gains or personal property tax or similar tax, assessment or other governmental charge;

(6) to any tax, assessment or other governmental charge required to be withheld by any paying agent from any payment of principal of or interest on any note as a result of the presentation of any note for payment (where presentation is required) by or on behalf of a holder of Notes, if such payment could have been made without such withholding by presenting the relevant note to at least one other paying agent in a member state of the European Union;

(7) to any tax, assessment or other governmental charge that would not have been imposed or levied but for the presentation by the holder of any note, where presentation is required, for payment on a date more than 30 days after the date on which payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;

(8) to any tax, assessment or other governmental charge imposed under sections 1471 through 1474 of the Code as of the issue date (or any amended or successor provisions that are 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) of the Code or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code; or

(9) in the case of any combination of items (1) through (8) above.

The Notes are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation applicable to the Notes. Except as specifically provided in this Section 2.10, the Company will not be required to make any payment for any tax, assessment or other governmental charge imposed by any government or a political subdivision or taxing authority of or in any government or political subdivision.

As used in this Section 2.10 and in Section 2.11, the term "United States" means the United States of America, the states of the United States, and the District of Columbia, including in each case, any political subdivision or taxing authority thereof or therein having power to tax, and the term "United States person" means any individual who is a citizen or resident of the United States for U.S. federal income tax purposes, a corporation, partnership or other entity created or organized in or under the laws of the United States, any state of the United States or the District of Columbia, or any estate or trust the income of which is subject to United States federal income taxation regardless of its source.

SECTION 2.11 Redemption of Notes for Tax Reasons.

If, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated under the laws) of the United States, or any change in, or amendments to, an official position regarding the application or interpretation of such laws, regulations or rulings (including by virtue of a holding, judgment or order by a court of competent jurisdiction or a change in published administrative practice), which change or amendment is announced or becomes effective on or after the date of this prospectus supplement, the Company becomes or, based on a written opinion of independent counsel selected by the Company, will become, obligated to pay additional amounts as described in Section 2.10 with respect to the Notes, then the Company may at any time at the Company's option redeem, in whole, but not in part, the Notes on not less than 30 nor more than 60 days prior notice, by first class mail to each holder of Notes, or by electronic delivery, at a redemption price equal to 100% of their principal amount, together with accrued and unpaid interest on the Notes to, but excluding, the redemption date.

SECTION 2.12 Euroclear and Clearstream, Luxembourg Procedures Applicable.

The provisions of the "Operating Procedures of the Euroclear System" and "Terms and Conditions Governing Use of Euroclear" and the "General Terms and Conditions of Clearstream Banking" and "Customer Handbook" of Clearstream, Luxembourg, in each case, as in effect from time to time, shall be applicable to transfers of beneficial interests in the Global Note that are held by participants through Euroclear or Clearstream, Luxembourg. The Trustee shall have no duty, responsibility, liability or obligation with respect to any such procedures.

SECTION 2.13 Issuance in Euro.

(a) Initial Holders will be required to pay for the Notes in euro, and principal, including any payments made upon any redemption or repurchase of the Notes, premium, if any, and interest payments in respect of the Notes will be payable in euro.

(b) Distributions of principal, premium, if any, and interest with respect to the Global Note will be credited in euro to the extent received by Euroclear or Clearstream, Luxembourg from the Paying Agent to the cash accounts of Euroclear or Clearstream customers in accordance with the Applicable Procedures.

(c) If the euro is unavailable to the Company on the date that is two business days prior to the relevant payment date as a result of the imposition of exchange controls or other circumstances beyond its control, or if the euro is no longer being used by the then member states of the European Economic and Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then the Company will be entitled, until the euro is again available to the Company or so used, to satisfy its payment obligations in respect of the Notes by making such payments in U.S. dollars. The amount payable on any date in euros will be converted by the Company into U.S. dollars at the rate mandated by the U.S. Federal Reserve Board as of the close of business on the second business day prior to the relevant payment date or, in the event the U.S. Federal Reserve Board has not mandated a rate of conversion, on the basis of the most recent U.S. dollar/euro exchange rate published in *The Wall Street Journal* on or prior to the second business day prior to the relevant payment date. If the U.S. dollar/Euro exchange rate is not published in *The Wall Street Journal* on the second business day prior to the relevant payment date, the amount payable on any relevant payment date in euros will be converted into U.S. dollars at the Market Exchange Rate (as defined below) on the second business day before that payment is due, or if such Market Exchange Rate is not then available, on the basis of the most recently available Market Exchange Rate on or before the date that payment is due. "Market Exchange Rate" means the noon buying rate in the City of New York for cable transfers of euros as certified for customs purposes (or, if not so certified, as otherwise determined) by the Federal Reserve Bank of New York. Any payment in respect of the Notes so made in U.S. dollars will not constitute an Event of Default in respect of the Notes or under the Indenture. Neither the Trustee nor any paying agent shall have any responsibility for any calculation or conversion in connection with the foregoing or otherwise under the Indenture or in connection with any Notes.

ARTICLE 3

SUBSIDIARY GUARANTEES

SECTION 3.1 Subsidiary Guarantee.

(a) Each Subsidiary Guarantor hereby jointly and severally, irrevocably and unconditionally guarantees, as a primary obligor and not merely as a surety, to each Holder and the Trustee and their successors and assigns (i) the full and punctual payment when due, whether at maturity, by acceleration or otherwise, of all obligations of the Company under the Indenture (including obligations to the Trustee acting in any capacity under the Indenture) and the Notes, whether for payment of principal of, premium, if any, or interest on the Notes and all other monetary obligations of the Company under the Indenture and the Notes and (ii) the full and punctual performance within applicable grace periods of all other obligations of the Company whether for fees, expenses, indemnification or otherwise under the Indenture and the Notes, on the terms set forth in the Indenture by executing the Indenture (all the foregoing being hereinafter collectively called the "Guaranteed Obligations"). Each Subsidiary Guarantor further agrees that the Guaranteed Obligations may be extended or renewed, in whole or in part, without notice or further assent from each such Subsidiary Guarantor, and that such Subsidiary Guarantor shall remain bound under this Article 3 notwithstanding any extension or renewal of any Guaranteed Obligation.

(b) Each Subsidiary Guarantor waives presentation to, demand of payment from and protest to the Company of any of the Guaranteed Obligations and also waives notice of protest for nonpayment. Each Subsidiary Guarantor waives notice of any Default under the Notes or the Guaranteed Obligations.

(c) Each Subsidiary Guarantor further agrees that its Subsidiary Guarantee herein constitutes a guarantee of payment, performance and compliance when due (and not a guarantee of collection) and waives any right to require that any resort be had by any Holder or the Trustee to any security held for payment of the Guaranteed Obligations.

(d) Except as expressly set forth in Section 3.2, the obligations of each Subsidiary Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense of setoff, counterclaim, recoupment or termination whatsoever or by reason of the invalidity, illegality or unenforceability of the Guaranteed Obligations or otherwise.

(e) Subject to Section 3.2 and 3.3 hereof, each Subsidiary Guarantor agrees that its Subsidiary Guarantee shall remain in full force and effect until payment in full of all the Guaranteed Obligations. Each Subsidiary Guarantor further agrees that its Subsidiary Guarantee herein shall continue to be effective or be reinstated, as the case may be, if at any time payment of, or any part thereof, principal of or interest on any Guaranteed Obligation is rescinded or must otherwise be restored by any Holder or the Trustee upon the bankruptcy or reorganization of the Company or any of its Subsidiaries or otherwise.

(f) In furtherance of the foregoing and not in limitation of any other right which any Holder or the Trustee has at law or in equity against any Subsidiary Guarantor by virtue hereof, upon the failure of the Company to pay the principal of or interest on any Guaranteed Obligation when and as the same shall become due, whether at maturity, by acceleration, by redemption or otherwise, or to perform or comply with any other Guaranteed Obligation, each Subsidiary Guarantor hereby promises to and shall, upon receipt of written demand by the Trustee, forthwith pay, or cause to be paid, in cash, to the Trustee an amount equal to the sum of (i) the unpaid principal amount of such Guaranteed Obligations, (ii) accrued and unpaid interest on such Guaranteed Obligations (but only to the extent not prohibited by applicable law) and (iii) all other monetary obligations of the Company to the Trustee.

(g) Each Subsidiary Guarantor agrees that it shall not be entitled to any right of subrogation in relation to the Trustee in respect of any Guaranteed Obligations guaranteed hereby until payment in full of all Guaranteed Obligations. Each Subsidiary Guarantor further agrees that, as between it, on the one hand, and the Trustee, on the other hand, (i) the maturity of the Guaranteed Obligations guaranteed hereby may be accelerated as provided in Section 5.1 hereof and Article 6 of the Base Indenture for the purposes of any Subsidiary Guarantee herein, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the Guaranteed Obligations guaranteed hereby, and (ii) in the event of any declaration of acceleration of such Guaranteed Obligations as provided in Section 5.1 hereof and Article 6 of the Base Indenture, such Guaranteed Obligations (whether or not due and payable) shall forthwith become due and payable by such Subsidiary Guarantor for the purposes of this Section 3.1.

(h) Each Subsidiary Guarantor also agrees to pay any and all fees, costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Trustee or any Holder in enforcing any rights under this Section 3.1.

(i) Each Subsidiary Guarantor shall promptly execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of the Indenture.

SECTION 3.2 Limitation on Subsidiary Guarantor Liability.

Each Subsidiary Guarantor, and by its acceptance of Notes, each Holder, hereby confirms that it is the intention of all such parties that the Subsidiary Guarantee of such Subsidiary Guarantor not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to any Subsidiary Guarantee. To effectuate the foregoing intention, the Trustee, the Holders and the Subsidiary Guarantors hereby irrevocably agree that, any term or provision of the Indenture to the contrary notwithstanding, the maximum aggregate amount of the Guaranteed Obligations guaranteed hereunder by any Subsidiary Guarantor shall not exceed the maximum amount that can be hereby guaranteed without rendering the Indenture, as it relates to such Subsidiary Guarantor, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally. Each Subsidiary Guarantor that makes a payment under its Subsidiary Guarantee shall be entitled upon payment in full of all Guaranteed Obligations under the Indenture to a contribution from each other Subsidiary Guarantor in an amount equal to such other Subsidiary Guarantor's *pro rata* portion of such payment based on the respective net assets of all the Subsidiary Guarantors at the time of such payment determined in accordance with GAAP.

SECTION 3.3 Releases.

A Subsidiary Guarantee as to any Subsidiary Guarantor shall be automatically and unconditionally released and discharged, without further action required on the part of the Subsidiary Guarantor, the Trustee or any Holder of Notes, upon:

(a) (i) the sale or other disposition of such Subsidiary Guarantor (including by way of merger or consolidation, the sale of its Capital Stock or the sale of all or substantially all of its assets) to a Person that is not (either before or after giving effect to such transaction) the Company or a Subsidiary, so long as such sale or other disposition does not violate Section 4.2(b); (ii) the release or discharge of the guarantee by such Subsidiary Guarantor of Indebtedness under each Credit Facility to which it is a party, other than a release or discharge through payment thereon, and such Subsidiary Guarantor is no longer an obligor under any Credit Facility; or (iii) the Company exercising its legal defeasance option or its covenant defeasance option with respect to the Notes under Section 8.1 or 8.2 or if its obligations under the Indenture with respect to the Notes are discharged in accordance with the terms of the Indenture; and

(b) such Subsidiary Guarantor delivering to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions provided for in the Indenture relating to such transaction have been complied with.

SECTION 3.4 Successors and Assigns.

This Article 3 shall be binding upon each Subsidiary Guarantor and its successors and assigns and shall inure to the benefit of the successors and assigns of the Trustee and the Holders and, in the event of any transfer or assignment of rights by any Holder or the Trustee, the rights and privileges conferred upon that party in the Indenture and in the Notes shall automatically extend to and be vested in such transferee or assignee, all subject to the terms and conditions of the Indenture.

SECTION 3.5 No Waiver.

Neither a failure nor a delay on the part of either the Trustee or the Holders in exercising any right, power or privilege under this Article 3 shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. The rights, remedies and benefits of the Trustee and the Holders herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which either may have under this Article 3 at law, in equity, by statute or otherwise.

SECTION 3.6 Execution and Delivery of Subsidiary Guarantee.

The Company hereby agrees that it shall cause each Person that becomes obligated to provide a Subsidiary Guarantee pursuant to Section 4.3 to execute a supplemental indenture in substantially the form included in Exhibit B attached hereto, pursuant to which such Person provides the guarantee set forth in this Article 3 and otherwise assumes the obligations and accepts the rights of a Subsidiary Guarantor under the Indenture, in each case with the same effect and to the same extent as if such Person had been named herein as a Subsidiary Guarantor. The Company also hereby agrees to cause each such new Subsidiary Guarantor to evidence its guarantee by endorsing a notation of such Subsidiary Guarantee on each Note as provided in this Section 3.6.

SECTION 3.7 Non-Impairment.

The failure to endorse a Subsidiary Guarantee on any Notes shall not affect or impair the validity thereof.

SECTION 3.8 Benefits Acknowledged.

Each Subsidiary Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and that the Subsidiary Guarantee and waivers made by it pursuant to its Subsidiary Guarantee are knowingly made in contemplation of such benefits.

ARTICLE 4

ADDITIONAL COVENANTS

In addition to the covenants set forth in Articles 4, 5 and 11 of the Base Indenture, the Notes shall be subject to the additional covenants set forth in this Article 4, *provided* that Sections 11.01 and 5.03(a) of the Base Indenture shall be superseded in their entirety by Sections 4.2 and 4.4 hereof with respect to the Notes.

SECTION 4.1 Limitation on Liens.

(a) The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, incur or permit to exist any Lien (an "Initial Lien") of any nature whatsoever on any of its properties or assets (whether owned at the Issue Date or thereafter acquired) securing any Indebtedness for borrowed money, other than Permitted Liens, without effectively providing that the Notes (together with, at the option of the Company, any other Indebtedness for borrowed money of the Company or any of its Restricted Subsidiaries ranking equally in right of payment with the Notes) shall be secured equally and ratably with (or prior to) the obligations so secured for so long as such obligations are so secured.

(b) Notwithstanding Section 4.1(a), the Company and its Restricted Subsidiaries may create, assume, incur or guarantee Indebtedness for borrowed money secured by a Lien without equally and ratably securing the Notes; *provided* that at the time of such creation, assumption, incurrence or guarantee, after giving effect thereto and to the retirement of any Indebtedness for borrowed money that is being retired substantially concurrently with any such creation, assumption, incurrence or guarantee, the sum of (a) the aggregate amount of all outstanding Indebtedness for borrowed money secured by Liens other than Permitted Liens, (b) the aggregate amount of all outstanding refinancing Indebtedness incurred pursuant to clause (7) of the definition of Permitted Liens in respect of Indebtedness for borrowed money initially incurred pursuant to this sentence and (c) the aggregate amount of all outstanding Indebtedness for borrowed money incurred pursuant to clause (12) of the definition of Permitted Liens, does not at such time exceed 15% of Consolidated Net Tangible Assets.

(c) Any such Lien thereby created in favor of the Notes will be automatically and unconditionally released and discharged upon (i) the release and discharge of each Initial Lien to which it relates, or (ii) any sale, exchange or transfer to any Person not an affiliate of the Company of the property or assets secured by such Initial Lien.

SECTION 4.2 Merger and Consolidation.

Section 11.01 of the Base Indenture shall be superseded in its entirety by this Section 4.2 with respect to the Notes.

(a) The Company will not consolidate with or merge with or into, or sell, convey, transfer or lease, in one transaction or a series of transactions, directly or indirectly, all or substantially all of its assets to, any Person, unless:

(1) The Company is the surviving Person or the resulting, surviving or transferee Person or lessee (the "Successor Company") is a corporation, limited liability company, partnership or similar entity organized and existing under the laws of the United States of America, any State thereof or the District of Columbia and the Successor Company (if not the Company) expressly assumes, by an indenture supplemental thereto satisfactory to the Trustee, all the obligations of the Company under the Notes and the Indenture;

(2) immediately after giving *pro forma* effect to such transaction or transactions (and treating any Indebtedness that becomes an obligation of the Successor Company or any Subsidiary as a result of such transaction as having been incurred by such Successor Company or such Subsidiary at the time of such transaction), no Default shall have occurred and be continuing; and

(3) the Company shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with the Indenture.

For purposes of this Section 4.2(a), the sale, lease, conveyance, assignment, transfer or other disposition of all or substantially all of the properties and assets of one or more Subsidiaries of the Company, which properties and assets, if held by the Company instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of the Company on a consolidated basis, shall be deemed to be the transfer of all or substantially all of the properties and assets of the Company.

The Successor Company will succeed to, and be substituted for, the Company, and may exercise all of the rights and powers of the Company, under the Indenture. The Company will be relieved of all obligations and covenants under the Notes and the Indenture; *provided* that, in the case of a lease of all or substantially all of properties or assets of the Company, the Company will not be released from the obligation to pay the principal of and interest on the Notes.

(b) Subject to Section 3.3, the Company will not permit any Subsidiary Guarantor to consolidate with or merge with or into, or sell, convey, transfer or lease, in one transaction or a series of transactions, directly or indirectly, all or substantially all of its assets to any Person unless:

(1) such Subsidiary Guarantor is the surviving Person or the resulting, surviving or transferee Person or lessee is a corporation, limited liability company, partnership or similar entity organized and existing under the laws of the United States of America, any State thereof or the District of Columbia and the resulting, surviving or transferee Person (if not such Subsidiary) expressly assumes, by a guarantee agreement in the form of a supplemental indenture satisfactory to the Trustee, all the obligations of such Subsidiary, if any, under its Subsidiary Guarantee;

(2) immediately after giving *pro forma* effect to such transaction or transactions (and treating any Indebtedness which becomes an obligation of the resulting, surviving or transferee Person as a result of such transaction as having been issued by such Person at the time of such transaction), no Default shall have occurred and be continuing; and

(3) the Company shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such guarantee agreement (if any) comply with the Indenture.

SECTION 4.3 Guarantees by Domestic Subsidiaries.

After the date of this Second Supplemental Indenture, the Company will cause each direct and indirect Domestic Subsidiary that (a) incurs or guarantees any Indebtedness under the Credit Agreement, or (b) guarantees other Material Indebtedness, in each case, to become a Subsidiary Guarantor.

SECTION 4.4 Reports by the Company.

Section 5.03(a) of the Base Indenture shall be superseded in its entirety by this Section 4.4 with respect to the Notes.

The Company covenants so long as the Notes are outstanding to file with the Trustee, within 15 days after the Company is required to file the same with the Commission (giving effect to any grace period provided by Rule 12b-25 under the Exchange Act), copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the Commission may from time to time by rules and regulations prescribe) which the Company may be required to file with the Commission pursuant to Section 13 or Section 15(d) of the Exchange Act; or, if the Company is not required to file information, documents or reports pursuant to either of such sections, then to file with the Trustee and the Commission, in accordance with rules and regulations prescribed from time to time by said Commission, such of the supplementary and periodic information, documents and reports which may be required pursuant to Section 13 of the Exchange Act in respect of a security listed and registered on a national securities exchange as may be prescribed from time to time in such rules and regulations.

SECTION 4.5 Notice of Default by Company.

Section 4.07 of the Base Indenture shall be superseded in its entirety by this Section 4.5 with respect to the Notes.

The Company shall file with the Trustee written notice of the occurrence of any Default or Event of Default within 30 days of its becoming aware of any such Default or Event of Default, and include in such notice any action the Company is taking or proposes to take in respect thereof.

ARTICLE 5

DEFAULTS AND REMEDIES

SECTION 5.1 Events of Default.

Section 6.01 of the Base Indenture shall be superseded in its entirety by this Section 5.1 with respect to the Notes.

In case one or more of the following Events of Default with respect to the Notes have occurred and be continuing:

(1) a default in the payment of interest on the Notes when due, continued for 30 days;

(2) a default in the payment of principal of any Note when due at its Stated Maturity, upon optional redemption, upon required purchase, upon declaration of acceleration or otherwise;

(3) the failure by the Company to comply with its obligations under Section 4.2 of this Second Supplemental Indenture;

(4) the failure by the Company to comply for 30 days after notice (as described below) with any of its obligations in the covenants described above under Section 2.7 (other than a failure to purchase Notes) or under Section 4.1 of this Second Supplemental Indenture;

(5) the failure by the Company to comply for 60 days after notice (as described below) with its other agreements contained in the Indenture;

(6) Indebtedness of the Company or any Restricted Subsidiary is not paid within any applicable grace period after final maturity or is accelerated by the holders thereof because of a default and the total amount of such Indebtedness unpaid or accelerated exceeds $100 million (the "cross acceleration provision");

(7) (a) a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Company or any Significant Subsidiary in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Company or any Significant Subsidiary or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and such decree or order shall remain unstayed and in effect for a period of 60 consecutive days; or (b) the Company or any Significant Subsidiary shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Company or such Significant Subsidiary or for any substantial part of its property, or shall make any general assignment for the benefit of creditors (the "bankruptcy default provisions");

(8) any judgment or decree for the payment of money (net of any amount covered by insurance issued by a reputable and creditworthy insurer that has not contested coverage or reserved rights with respect to an underlying claim) in excess of $100 million is entered against the Company or any Significant Subsidiary, remains outstanding for a period of 60 consecutive days after such judgment became final and non-appealable and is not paid, discharged, waived or stayed (the "judgment default provision"); or

(9) any Subsidiary Guarantee ceases to be in full force and effect (other than in accordance with the terms of such Subsidiary Guarantee) or any Subsidiary Guarantor denies or disaffirms its obligations under its Subsidiary Guarantee;

then, if an Event of Default (other than an Event of Default specified in Section 5.1(7)) shall have occurred and be continuing, and in each and every such case, unless the principal amount of all the Notes shall have already become due and payable, either the Trustee or the holders of not less than 25% in aggregate principal amount of the Notes then Outstanding hereunder, by notice in writing to the Company (and to the Trustee if given by securityholders) may declare the principal amount of all the Notes to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in the Indenture or in the Notes contained to the contrary notwithstanding, or, if an Event of Default described in Section 5.1(7) shall have occurred and be continuing, unless the principal of all the Notes shall have already become due and payable, the principal of all the Notes shall automatically, and without any declaration or other action on the part of the Trustee or any Note holder, become immediately due and payable, anything in the Indenture or in the Securities contained to the contrary notwithstanding. Notwithstanding anything to the contrary in this Section 5.1, a default under Sections 5.1(4) or (5) will not constitute an Event of Default until the Trustee or the holders of 25% in principal amount of the outstanding Notes notify the Company of the default and the Company does not cure such default within the time specified after receipt of such notice.

ARTICLE 6

CONCERNING THE TRUSTEE

SECTION 6.1 Notice of Default by Trustee.

The first sentence of Section 7.14 of the Base Indenture shall be superseded in its entirety by this Section 6.1 with respect to the Notes.

Within 10 days after the occurrence of any default on a series of Securities hereunder actually known to the Trustee, the Trustee shall transmit to all securityholders of that series, in the manner and to the extent provided in Section 15.04 of the Base Indenture, notice of such default hereunder actually known to the Trustee, unless such default shall have been cured or waived; *provided*, *however*, that except in the case of a default in the payment of the principal of or interest on any Security or on the payment of any sinking or purchase fund installment, the Trustee shall be protected in withholding such notice if and so long as the Trustee in good faith determines that the withholding of such notice is in the interests of the securityholders; and *provided*, *further*, that in the case of any default of the character specified in Sections 5.1(4) or (5) of this Second Supplemental Indenture no such notice to securityholders shall be given until at least 30 days after the occurrence thereof.

ARTICLE 7

AMENDMENT, SUPPLEMENT AND WAIVER

SECTION 7.1 Supplemental Indentures Without Consent of Note Holders.

Section 10.01 of the Base Indenture is superseded in its entirety by this Section 7.1 with respect to the Notes.

Without the consent of any Note holders, the Company, the Subsidiary Guarantors and the Trustee may from time to time and at any time enter into an indenture or indentures supplemental to the Base Indenture with respect to the Notes and the Subsidiary Guarantees (which shall conform to the provisions of the Trust Indenture Act as in force at the date of the execution thereof) for one or more of the following purposes:

(1) to cure any ambiguity, omission, defect or inconsistency;

(2) to provide for the assumption by a successor corporation, limited liability company, partnership or similar entity, of the obligations of the Company or any Subsidiary Guarantor under the Indenture, the Notes or a Subsidiary Guarantee, as applicable;

(3) to provide for uncertificated Notes in addition to or in place of certificated Notes (*provided* that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code, or in a manner such that the uncertificated Notes are described in Section 163(f)(2)(B) of the Code);

(4) to add Subsidiary Guarantees with respect to the Notes in accordance with the Indenture or to secure the Notes;

(5) to add to the covenants of the Company for the benefit of the holders of the Notes or to surrender any right or power conferred upon the Company or any Subsidiary Guarantor;

(6) to make any change that does not adversely affect in any material respect the rights of any holder of the Notes as evidenced by an Officer's Certificate delivered to the Trustee;

(7) to conform the text of the applicable supplemental indenture or Indenture, the Notes or any Subsidiary Guarantee to any provision of the "Description of the Notes" section of the prospectus supplement for the Notes, dated May 22, 2018, to the extent that such provision in such "Description of the Notes" section was intended to be a verbatim recitation of a provision of this Second Supplemental Indenture, the Indenture, the Notes or such Subsidiary Guarantee; or

(8) to make any amendment to the provisions of the Indenture relating to the transfer and legending of Notes; *provided*, *however*, that (a) compliance with the Indenture as so amended would not result in Notes being transferred in violation of the Securities Act or any other applicable securities law and (b) such amendment does not materially and adversely affect the rights of holders to transfer Notes.

The Trustee is hereby authorized to join with the Company and the Subsidiary Guarantors in the execution of any such supplemental indenture, to make any further appropriate agreements and stipulations which may be therein contained and to accept the conveyance, transfer, assignment, mortgage or pledge of any property thereunder, but the Trustee shall not be obligated to enter into any such supplemental indenture which adversely affects the Trustee's own rights, duties or immunities under this Supplemental Indenture or otherwise. No supplemental indenture shall be effective as against the Trustee unless and until the Trustee has duly executed and delivered the same.

SECTION 7.2 Supplemental Indentures with Consent of Holders.

The first paragraph of Section 10.02 of the Base Indenture is superseded in its entirety by this Section 7.2 with respect to the Notes.

With the consent (evidenced as provided in Section 8.01 of the Base Indenture) of the holders of not less than a majority of the aggregate principal amount of the Notes Outstanding affected by such supplemental indenture (voting as one class), the Company, when authorized by a Board Resolution, and the Trustee may from time to time and at any time enter into an indenture or indentures supplemental hereto (which shall conform to the provisions of the Trust Indenture Act as in force at the date of the execution thereof) for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or of modifying in any manner the rights of the holders of the Notes under the Indenture; *provided*, *however*, that no such supplemental indenture shall (1) make any change in the percentage of the principal amount of Notes required for amendments or waivers; (2) reduce the rate of or extend the time for payment of interest on any Note; (3) reduce the principal of or change the Stated Maturity of any Note; (4) reduce the amount payable upon the redemption of any Note or, in respect of an optional redemption, the times at which any Note may be redeemed or, once notice of redemption has been given, the time at which it must thereupon be redeemed; (5) make any Note payable in money other than that stated in the Note; (6) impair the right of any holder of the Notes to receive payment of principal of and interest on such holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such holder's Notes; (7) after the time an offer to purchase is required to have been made, reduce the purchase amount or purchase price, or extend the latest expiration date or purchase date thereunder; or (8) make any change in the ranking or priority of any Note that would adversely affect the holders of the Notes, in each case without the consent of the holders of all Notes then Outstanding affected thereby.

ARTICLE 8

DEFEASANCE AND COVENANT DEFEASANCE

SECTION 8.1 Defeasance and Discharge.

Section 14.02 of the Base Indenture is superseded in its entirety by this Section 8.1 with respect to the Notes.

Subject to Section 14.05 of the Base Indenture, the Company may cause itself to be discharged from its obligations with respect to the Notes, and each Subsidiary Guarantor will be discharged from its obligations under the Subsidiary Guarantee, on and after the date the conditions precedent set forth below are satisfied but subject to satisfaction of the conditions subsequent set forth below (hereinafter, "defeasance"). For this purpose, such defeasance means that the Company and each Subsidiary Guarantor shall be deemed to have paid and discharged the entire indebtedness represented by the Notes and to have satisfied all its other obligations under the Notes and this Second Supplemental Indenture and the Base Indenture insofar as the Notes are concerned (and the Trustee, at the expense of the Company, shall execute proper instruments acknowledging the same), except for the following which shall survive until otherwise terminated or discharged hereunder: (A) the rights of holders of Outstanding Notes to receive, solely from the trust fund described in Section 14.04 of the Base Indenture and as more fully set forth in such Section, payments of the principal of and any premium and interest on the Notes when such payments are due, (B) the Company's (and the Subsidiary Guarantors', if any) obligations with respect to the Notes under Sections 2.07, 2.08, 2.09, 4.02 and 4.03 of the Base Indenture and such obligations as shall be ancillary thereto, (C) the rights, powers, trusts, duties, immunities and other provisions in respect of the Trustee under the Base Indenture and this Second Supplemental Indenture and (D) Article 14 of the Base Indenture. Subject to compliance with Article 14 of the Base Indenture, defeasance with respect to the Notes by the Company and the Subsidiary Guarantors is permitted under Section 14.02 of the Base Indenture notwithstanding the prior exercise of its rights under Section 14.03 of the Base Indenture with respect to the Notes. Following a defeasance, payment of the Notes may not be accelerated because of an Event of Default.

SECTION 8.2 Covenant Defeasance.

Section 14.03 of the Base Indenture is superseded in its entirety by this Section 8.2 with respect to, and solely for the benefit of the holders of, the Notes.

The Company may cause itself to be released from its obligations, and each Subsidiary Guarantor will be discharged from its obligations under the Subsidiary Guarantee, under Sections 2.7, 4.1, 4.3, 4.4, 5.1(6) (the cross acceleration provision), 5.1(7) (solely with respect to the Significant Subsidiaries) (the bankruptcy default provision) and 5.1(8) (the judgment default provision) with respect to the Notes on and after the date the conditions precedent set forth below are satisfied but subject to satisfaction of the conditions subsequent set forth below (hereinafter, "covenant defeasance"). For this purpose, such covenant defeasance means that, with respect to the Notes, the Company may omit to comply with and shall have no liability, and each Subsidiary Guarantor shall have no liability with respect to the Subsidiary Guarantee, in respect of any term, condition or limitation set forth in any such Section, whether directly or indirectly by reason of any reference elsewhere herein to any such Section or by reason of any reference in any such Section to any other provision herein or in any other document, but the remainder of this Second Supplemental Indenture, the Base Indenture and the Notes shall be unaffected thereby.

ARTICLE 9

ORIGINAL ISSUE OF NOTES

SECTION 9.1 Original Issue of Notes.

Notes in the aggregate principal amount of up to €450,000,000 may, upon execution of this Second Supplemental Indenture, be executed by the Company and delivered to the Trustee for authentication, and the Trustee shall thereupon authenticate and deliver said Notes to or upon the written order of the Company, signed by any Authorized Officer, as defined in the Indenture, without any further action by the Company.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 No Sinking Fund.

The Notes are not entitled to the benefit of any sinking fund.

SECTION 10.2 Ratification of Indenture.

The Base Indenture, as supplemented by this Second Supplemental Indenture, is in all respects ratified and confirmed, and this Second Supplemental Indenture shall be deemed part of the Base Indenture in the manner and to the extent herein and therein provided.

SECTION 10.3 Trustee Not Responsible for Recitals.

The recitals herein contained are made by the Company and not by the Trustee, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representation as to the validity or sufficiency of this Second Supplemental Indenture.

SECTION 10.4 Governing Law.

This Second Supplemental Indenture and each Note shall be deemed to be a contract made under the internal laws of the State of New York, and for all purposes shall be construed in accordance with the laws of said State.

SECTION 10.5 Separability.

In case any one or more of the provisions contained in this Second Supplemental Indenture or in the Notes shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Second Supplemental Indenture or of the Notes, but this Second Supplemental Indenture and the Notes shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

SECTION 10.6 Trust Indenture Act Controls.

If any provision of this Second Supplemental Indenture limits, qualifies or conflicts with another provision which is required to be included in this Second Supplemental Indenture by the Trust Indenture Act, the provision required by the Trust Indenture Act shall control.

SECTION 10.7 Second Supplemental Indenture Governs.

This Second Supplemental Indenture is supplemental to the Base Indenture, and this Second Supplemental Indenture and the Base Indenture shall hereafter be read together with respect to the Notes. If any term or provision contained in this Second Supplemental Indenture shall conflict or be inconsistent with any term or provision of the Base Indenture, the terms and provisions of this Second Supplemental Indenture shall govern with respect to the Notes.

SECTION 10.8 Counterparts.

This Second Supplemental Indenture may be executed in any number of counterparts each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed by their authorized respective officers as of the day and year first above written.

THE CHEMOURS COMPANY, as Issuer

By: /s/ Mark E. Newman
Name: Mark E. Newman
Title: Senior Vice President and Chief Financial Officer

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: /s/ Stephanie Roche
Name: Stephanie Roche
Title: Vice President

THE CHEMOURS COMPANY FC, LLC CHEMFIRST INC.
FIRST CHEMICAL CORPORATION
FIRST CHEMICAL HOLDINGS, LLC
FIRST CHEMICAL TEXAS, L.P.
FT CHEMICAL, INC., as Subsidiary Guarantors

By: /s/ Mark E. Newman
Name: Mark E. Newman
Title: Senior Vice President and Chief Financial Officer

[*Signature Page to the Second Supplemental Indenture*]

ELAVON FINANCIAL SERVICES DAC, UK BRANCH, as Paying Agent

By: /s/ Chris Hobbs
Name: Chris Hobbs
Title: Authorised Signatory

By: /s/ Nicola Elrin
Name: Nicola Elrin
Title: Authorised Signatory

ELAVON FINANCIAL SERVICES DAC, as Registrar

By: /s/ Chris Hobbs
Name: Chris Hobbs
Title: Authorised Signatory

By: /s/ Nicola Elrin
Name: Nicola Elrin
Title: Authorised Signatory

ELAVON FINANCIAL SERVICES DAC, as Transfer Agent

By: /s/ Chris Hobbs
Name: Chris Hobbs
Title: Authorised Signatory

By: /s/ Nicola Elrin
Name: Nicola Elrin
Title: Authorised Signatory

[*Signature Page to the Second Supplemental Indenture*]

Exhibit A

Form of Registered Global Note

REGISTERED GLOBAL NOTE

THIS NOTE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITORY OR A NOMINEE OF A DEPOSITORY. THIS NOTE IS NOT EXCHANGEABLE FOR NOTES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITORY OR ITS NOMINEE. EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, NO TRANSFER OF THIS NOTE (OTHER THAN A TRANSFER OF THIS NOTE AS A WHOLE BY THE DEPOSITORY TO A NOMINEE OF THE DEPOSITORY OR BY A NOMINEE OF THE DEPOSITORY TO THE DEPOSITORY OR ANOTHER NOMINEE OF THE DEPOSITORY) MAY BE REGISTERED EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

Unless this Note is presented by an authorized representative of Elavon Financial Services DAC, to the Company or its agent for registration of transfer, exchange or payment, and this Note is registered in the name of USB Nominees (UK) Limited or such other name as requested by an authorized representative of Elavon Financial Services DAC, and unless any payment is made to USB Nominees (UK) Limited, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, USB Nominees (UK) Limited, has an interest herein.

REGISTERED €450,000,000

NUMBER R-1 Common Code No. 182760072
ISIN No. XS1827600724

THE CHEMOURS COMPANY
4.000% SENIOR NOTE DUE 2026

THE CHEMOURS COMPANY, a Delaware corporation (herein called the "Company," which term includes any successor corporation under the Indenture referred to on the reverse hereof), for value received, hereby promises to pay to USB Nominees (UK) Limited or its registered assigns, the principal sum of €450,000,000 on May 15, 2026 (except to the extent redeemed or repaid prior to that date). The Company shall pay interest on such principal amount at the rate of 4.000% per annum, until payment of such principal amount has been made or duly provided for, semi-annually in arrears on May 15 and November 15 of each year (each, an "Interest Payment Date"). Interest shall be payable on each Interest Payment Date, commencing on November 15, 2018, and at the stated maturity or earlier redemption or repayment (the "Maturity Date"). If the Company shall default in the payment of interest due on any Interest Payment Date, then this Note shall bear interest from the next preceding Interest Payment Date to which interest has been paid, or, if no interest has been paid on this Note, from June 6, 2018 (the "Original Issue Date").

Interest on this Note shall accrue from the Original Issue Date until the principal amount is paid or duly provided for. Interest (including payments for partial periods) shall be computed on the basis of a 360-day year of twelve 30-day months. Interest payable on this Note on any Interest Payment Date or the Maturity Date shall include interest accrued from, and including, the preceding Interest Payment Date in respect of which interest has been paid or duly provided for (or from, and including, the Original Issue Date, if no interest has been paid or duly provided for) to, but excluding, such Interest Payment Date or the Maturity Date, as the case may be. If the Maturity Date or any Interest Payment Date falls on a day which is not a Business Day (as defined below), principal of or interest payable with respect to the Maturity Date or such Interest Payment Date shall be paid on the succeeding Business Day, and no additional interest shall accrue as a result of that postponement. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date shall be paid to the person in whose name this Note (or one or more predecessor Notes evidencing all or a portion of the same debt as this Note) is registered at the close of business on the regular record date for such Interest Payment Date, whether or not a Business Day. The regular record date shall be the close of business on May 1 and November 1 preceding an Interest Payment Date. "Business Day" means any weekday that is not a legal holiday in New York, New York or Wilmington, Delaware and that is not a day on which banking institutions in those cities are authorized or required by law or regulation to be closed.

The principal of and interest on this Note are payable in immediately available funds in such coin or currency of the European Union as at the time of payment is legal tender for payment of public and private debts, at the office or agency of the Company designated as provided in the Indenture. However, interest may be paid, at the option of the Company, by check mailed to the person entitled thereto at his address last appearing on the registry books of the Company relating to the Notes. Notwithstanding the preceding sentence, payments of principal of and interest payable on the Maturity Date shall be made by wire transfer of immediately available funds to a designated account maintained in the United States upon (i) receipt of written notice by the Paying Agent (as described on the reverse hereof) from the registered holder hereof not less than one Business Day prior to the due date of such principal and (ii) presentation of this Note to the Paying Agent, at Elavon Financial Services DAC, UK Branch, 5th Floor, 125 Old Broad Street, London EC2N 1AR, United Kingdom. Any interest not punctually paid or duly provided for shall be payable as provided in such Indenture.

References herein to "Euros" or "€" are to the coin or currency of the European Union as at the time of payment is legal tender for the payment of public and private debts.

Reference is made to the further provisions of this Note set forth on the reverse hereof, which shall have the same effect as though fully set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee (as described on the reverse hereof) or by an authenticating agent on behalf of the Trustee by manual signature, this Note shall not be entitled to any benefit under such Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed, by manual or facsimile signature, under its corporate seal or a facsimile thereof.

THE CHEMOURS COMPANY

[SEAL]

By: _____
Name: Mark E. Newman
Title: Senior Vice President and Chief Financial Officer

ATTEST:

By: _____
Name: David C. Shelton
Title: Senior Vice President, General Counsel and Corporate Secretary

(CERTIFICATE OF AUTHENTICATION)

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Dated: June 6, 2018

ELAVON FINANCIAL SERVICES DAC, UK BRANCH, as Authenticating Agent

By: _____
Authorised Signatory

By: _____
Authorised Signatory

(REVERSE OF NOTE)

THE CHEMOURS COMPANY
4.000% SENIOR NOTE DUE 2026

SECTION 1. General. This Note is one of a duly authorized series of Securities of the Company unlimited in aggregate principal amount (herein called the "Notes") issued and to be issued under an Indenture, dated as of May 23, 2017 (herein called the "Base Indenture"), between the Company and U.S. Bank National Association, as Trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture), as supplemented by a Second Supplemental Indenture, dated as of June 6, 2018 (the "Second Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights thereunder of the Company, the Trustee, and the holders of the Notes, and the terms upon which the Notes are, and are to be, authenticated and delivered. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. All terms used in this Note and the Subsidiary Guarantee set forth below and that are not defined herein shall have the meanings assigned to those terms in the Indenture. The series of which this Note is a part also is designated as the Company's 4.000% Senior Notes due 2026 (herein called the "Notes"), initially in the principal amount of €450,000,000. Elavon Financial Services DAC initially shall act as Security Registrar and Transfer Agent and Elavon Financial Services DAC, UK Branch initially shall act as Paying Agent in connection with the Notes.

SECTION 2. No Sinking Fund. This Note is not subject to any sinking fund.

SECTION 3. Redemption and Repayment. The Company may, at its option, and subject to the terms and conditions of Article 3 of the Base Indenture and Sections 2.6 and 2.11 of the Second Supplemental Indenture, redeem this Note, in whole at any time or in part from time to time. Upon the occurrence of a Change in Control Repurchase Event, Section 2.7 of the Second Supplemental Indenture shall apply to the extent applicable.

SECTION 4. Defeasance. The provisions of Article 8 of the Second Supplemental Indenture and Article 14 of the Base Indenture apply to this Note.

SECTION 5. Events of Default. If an Event of Default (as defined in the Second Supplemental Indenture) shall occur with respect to this Note, the principal of all the Notes may be declared due and payable, or may become automatically due and payable without any action by the holder of this Note or the Trustee, in each case in the manner and with the effect provided in the Indenture.

SECTION 6. Modifications and Waivers. The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the holders of this Note under the Indenture at any time by the Company with the consent of the holders of not less than a majority of the aggregate principal amount of the Notes then Outstanding and affected by such amendment and modification. The Indenture also contains provisions permitting the holders of a majority in aggregate principal amount of the Notes then outstanding on behalf of the holders of all such Notes, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the holder of this Note shall be conclusive and binding upon such holder and upon all future holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

No recourse shall be had for the payment of the principal of or the interest on this Note, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Indenture or any indenture supplemental thereto, against any incorporator, stockholder, officer, or director, as such, past, present, or future, of the Company or any predecessor or successor corporation, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for issue hereof, expressly waived and released.

SECTION 7. Obligations Unconditional. No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place, and rate, and in the coin or currency, herein prescribed.

SECTION 8. Authorized Denominations. The Notes are issuable only as registered Notes without coupons in the minimum denominations of One Hundred Thousand Euros (€100,000) and any whole multiples of One Thousand Euros (€1,000) in excess thereof. As provided in the Indenture, and subject to certain limitations therein set forth, the Notes are exchangeable for a like aggregate principal amount of Notes of different authorized denominations, as requested by the holder surrendering the same.

SECTION 9. Registration of Transfer. As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note may be registered on the Security Register or registry of the Company relating to the Notes, upon surrender of this Note for registration of transfer at the office or agency of the Company designated by it pursuant to the Indenture, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Trustee or the Security Registrar duly executed by, the registered holder hereof or his attorney duly authorized in writing, and thereupon one or more new Notes, of authorized denominations and for the same aggregate principal amount, shall be issued to the designated transferee or transferees.

The Notes are being issued by means of a book-entry system with no physical distribution of certificates to be made except as provided in the Indenture. The book-entry system maintained by Euroclear or Clearstream, Luxembourg shall evidence ownership of the Notes, with transfers of ownership effected on the records of Euroclear or Clearstream, Luxembourg and its participants pursuant to the Applicable Procedures. The Company shall recognize USB Nominees (UK) Limited, as nominee of Elavon Financial Services DAC , while the registered holder of the Notes, as the owner of the Notes for all purposes, including payment of principal, premium (if any) and interest, notices, and voting. Transfer of the principal, premium (if any), and interest to beneficial owners of the Notes by participants of Euroclear or Clearstream, Luxembourg shall be the responsibility of such participants and other nominees of such beneficial owners. So long as the book-entry system is in effect, the selection of any Notes to be redeemed shall be determined by Euroclear or Clearstream, Luxembourg pursuant to the Applicable Procedures. The Company shall not be responsible or liable for such transfers or payments or for maintaining, supervising, or reviewing the records maintained by Euroclear or Clearstream, Luxembourg, its participants, or persons acting through such participants.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax, assessment, or other governmental charge, including, without limitation, any withholding tax, payable in connection therewith.

Prior to due presentment for registration of transfer of this Note, the Company, the Trustee, the Paying Agent, and any agent of the Company may treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Note be overdue, and neither the Company, the Trustee, the Paying Agent, nor any such agent of the Company shall be affected by notice to the contrary.

SECTION 10. Authentication Date. The Notes of this Series shall be dated the date of their authentication.

SECTION 11. Defined Terms. All terms used in this Note which are not defined herein, but are defined in the Indenture shall have the meanings assigned to them in the Indenture.

SECTION 12. Governing Law. THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Subsidiary Guarantee

For value received, each Subsidiary Guarantor (which term includes any successor Person under the Indenture), jointly and severally, unconditionally guarantees, to the extent set forth in the Indenture and subject to the provisions in the Indenture, dated as of May 23, 2017 (the "Base Indenture"), between The Chemours Company, as issuer (the "Company") and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a Second Supplemental Indenture, dated as of June 6, 2018 (the "Second Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), as a primary obligor and not merely as a surety, to each Holder and the Trustee and their successors and assigns (i) the full and punctual payment when due, whether at maturity, by acceleration or otherwise, of all obligations of the Company under the Indenture (including obligations to the Trustee) and the Notes, whether for payment of principal of, premium, if any, or interest on the Notes and all other monetary obligations of the Company under the Indenture and the Notes and (ii) the full and punctual performance within applicable grace periods of all other obligations of the Company whether for fees, expenses, indemnification or otherwise under the Indenture and the Notes, on the terms set forth in the Second Supplemental Indenture (all the foregoing being hereinafter collectively called the "Guaranteed Obligations"). Each Subsidiary Guarantor further agrees that the Guaranteed Obligations may be extended or renewed, in whole or in part, without notice or further assent from each such Subsidiary Guarantor, and that such Subsidiary Guarantor shall remain bound under this Subsidiary Guarantee and Article 3 of the Second Supplemental Indenture notwithstanding any extension or renewal of any Guaranteed Obligation. The indebtedness represented by this Subsidiary Guarantee is unsecured and ranks *pari passu* in right of payment with all of the existing and future unsecured unsubordinated indebtedness of the Subsidiary Guarantors. The obligations of the Subsidiary Guarantors to the Holders of Notes and to the Trustee pursuant to the Subsidiary Guarantee and the Indenture are expressly set forth in Article 3 of the Second Supplemental Indenture and reference is hereby made to the Indenture for the precise terms of the Subsidiary Guarantee. This Subsidiary Guarantee is subject to release as and to the extent set forth in Sections 3.3, 8.1, and 8.2 of the Second Supplemental Indenture. Each Holder of a Note, by accepting the same agrees to and shall be bound by such provisions. This Subsidiary Guarantee will be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to principles of conflicts of laws. Capitalized terms used herein and not defined are used herein as so defined in the Indenture.

[*Signature page follows*]

IN WITNESS WHEREOF, each undersigned Subsidiary Guarantor has caused this Subsidiary Guarantee to be duly executed on the date of the Note upon which this Subsidiary Guarantee is endorsed.

THE CHEMOURS COMPANY, as Issuer

By: _____
Name: Mark E. Newman
Title: Senior Vice President and Chief Financial Officer

THE CHEMOURS COMPANY FC, LLC CHEMFIRST INC.
FIRST CHEMICAL CORPORATION
FIRST CHEMICAL HOLDINGS, LLC
FIRST CHEMICAL TEXAS, L.P.
FT CHEMICAL, INC., as Subsidiary Guarantors

By: _____
Name: Mark E. Newman
Title: Senior Vice President and Chief Financial Officer

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Note shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM—	as tenants in common
TEN ENT—	as tenants by the entireties
JT TEN—	as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT— _____ as Custodian for _____.
(Cust) (Minor)

Under Uniform Gifts to Minors Act

_____
(State)

Additional abbreviations may also be used though not in the above list.

_____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

[PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS

INCLUDING ZIP CODE, OF ASSIGNEE]

_____

_____

_____

Please Insert Social Security or Other
Identifying Number of Assignee: _____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ Attorney to transfer said Note on the books of the Company, with full power of substitution in the premises.

Dated: _____ _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and must be guaranteed.

_____

Exhibit B

Form of Supplemental Indenture to be Delivered by Additional Subsidiary Guarantors

SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of [ ] among [ ] (the "Subsidiary Guarantor"), a [ ] and a [direct] [indirect] subsidiary of The Chemours Company (the "Company") and U.S. Bank National Association, as trustee (the "Trustee").

WITNESSETH:

WHEREAS the Company has heretofore executed and delivered to the Trustee an Indenture (the "Base Indenture"), dated as of May 23, 2017, and a Second Supplemental Indenture, dated as of June 6, 2018 (the "Second Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), providing for the issuance of the 4.000% Senior Notes due 2026 (the "Notes");

WHEREAS, Section 4.3 of the Second Supplemental Indenture provides that under certain circumstances the Company will cause the Subsidiary Guarantor to execute and deliver to the Trustee a guaranty agreement pursuant to which the Subsidiary Guarantor will Guarantee payment of the Notes on the same terms and conditions as those set forth in Article 3 of the Second Supplemental Indenture; and

WHEREAS, pursuant to Section 7.1(4) of the Second Supplemental Indenture, the Trustee and the Company are authorized to execute and deliver this Supplemental Indenture.

For and in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, the Company, the Subsidiary Guarantor and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

SECTION 1. Capitalized Terms. Capitalized terms used herein but not defined shall have the meanings assigned to them in the Indenture.

SECTION 2. Guarantees. The Subsidiary Guarantor hereby agrees, jointly and severally with all other Subsidiary Guarantors, to guarantee the Company's obligations under the Notes (including the Guaranteed Obligations) on the terms and subject to the conditions set forth in Article 3 of the Second Supplemental Indenture and to be bound by all other applicable provisions of the Indenture.

SECTION 3. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

SECTION 4. Governing Law. THIS SUPPLEMENTAL INDENTURE SHALL BE DEEMED TO BE A CONTRACT UNDER THE INTERNAL LAWS OF THE STATE OF NEW YORK, AND FOR ALL PURPOSES SHALL BE CONSTRUED UNDER THE LAWS OF SUCH STATE, WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW.

SECTION 5. Trustee Makes No Representation. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture. The recitals herein contained are made by the Company and not by the Trustee, and the Trustee assumes no responsibility for the correctness thereof.

SECTION 6. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

SECTION 7. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction of this Supplemental Indenture.

IN WITNESS WHEREOF, the parties have caused this Supplemental Indenture to be duly executed as of the date first written above.

THE CHEMOURS COMPANY

By: _____
Name:
Title:

[SUBSIDIARY GUARANTOR]

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Name:
Title:

Exhibit 4.2

EXECUTION VERSION

FOURTH SUPPLEMENTAL INDENTURE

Dated as of June 6, 2018

to

INDENTURE

Dated as of May 12, 2015

THE CHEMOURS COMPANY,

THE GUARANTORS PARTY HERETO,

U.S. BANK NATIONAL ASSOCIATION,

as Trustee,

ELAVON FINANCIAL SERVICES DAC, UK BRANCH,

as Paying Agent,

and

ELAVON FINANCIAL SERVICES DAC,

as Registrar and Transfer Agent

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FOURTH SUPPLEMENTAL INDENTURE, dated as of June 6, 2018 (this "Fourth Supplemental Indenture"), to the Indenture, dated as of May 12, 2015 (the "Original Indenture"), among THE CHEMOURS COMPANY, a Delaware corporation (the "Company"), each of the subsidiary guarantors party hereto or that becomes a guarantor pursuant to the terms of the Original Indenture (the "Guarantors"), U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States, as trustee (the "Trustee"), ELAVON FINANCIAL SERVICES DAC, UK BRANCH, a limited liability company registered in Ireland with the Companies Registration Office (registered number 418442), with its registered office at Building 8, Cherrywood Business Park, Loughlinstown, Dublin 18, D18 W319, Ireland acting through its UK Branch (registered number BR009373) from its offices at 125 Old Broad Street, Fifth Floor, London EC2N 1AR, United Kingdom, as paying agent (the "Paying Agent"), and ELAVON FINANCIAL SERVICES DAC, a limited liability company registered in Ireland with the Companies Registration Office (registered number 418442), with its registered office at Building 8, Cherrywood Business Park, Loughlinstown, Dublin 18, D18 W319, Ireland, as registrar (the "Registrar") and transfer agent (the "Transfer Agent" and, together with the Paying Agent and the Registrar, the "Euro Agents").

WHEREAS, the Company, the Guarantors, the Trustee and the Euro Agents have heretofore executed and delivered the Original Indenture to provide for the issuance from time to time of Notes of the Company, to be issued in one or more Series;

WHEREAS, the Company, the Guarantors, the Trustee and the Euro Agents have heretofore executed and delivered the Third Supplemental Indenture, dated May 12, 2015, to establish the form and terms of and to provide for the issuance of the Company's 6.125% Senior Notes Due 2023 (the "Euro 2023 Notes");

WHEREAS, Section 9.02 of the Original Indenture provides, among other things, that except as provided therein, the Company, the Guarantors and the Trustee may amend the Original Indenture, any Guarantee and the Notes (in each case with respect to one or Series of Notes) with the written consent of the Holders of at least a majority in aggregate principal amount of the Notes of the applicable Series then Outstanding, including consents obtained in connection with a purchase of, or tender offer or exchange offer for the Notes;

WHEREAS, the Company has heretofore obtained the written consent of the Holders of more than a majority in aggregate principal amount of the Euro 2023 Notes to the amendments described in Article II of this Fourth Supplemental Indenture;

WHEREAS, the Issuer has heretofore delivered to the Trustee the Officer's Certificate and Opinion of Counsel described in Sections 9.05, 11.04 and 11.05 of the Original Indenture;

WHEREAS, all action on the part of the Company necessary to authorize the execution and delivery of this Fourth Supplemental Indenture have been duly taken; and

WHEREAS, pursuant to Section 9.02 of the Original Indenture, the Company, the Guarantors and the Trustee are authorized to execute and deliver this Fourth Supplemental Indenture (the Original Indenture, as supplemented by the Third Supplemental Indenture and this Fourth Supplemental Indenture being hereinafter called the "Indenture").

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

SECTION 1.01. Definitions.

(a) Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Original Indenture, as supplemented by the Third Supplemental Indenture.

(b) The rules of interpretation set forth in the Original Indenture shall be applied hereto as if set forth in full herein.

ARTICLE II

AMENDMENTS TO THE INDENTURE

SECTION 2.01. Amendments to the Indenture.

(a) The first sentence of the first paragraph of Section 2.10(d) of the Third Supplemental Indenture shall be deleted in its entirety and replaced with the following:

> "On and after May 15, 2018, the Company may redeem the Notes, in whole or in part, upon not less than 2 business days' nor more than 60 calendar days' notice, at the redemption prices (expressed as percentages of principal amount of the Notes to be redeemed) set forth below, plus accrued and unpaid interest thereon, to the Redemption Date, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date, if redeemed beginning on May 15 of the years indicated below:"

(b) The second paragraph of Section 2.10(d) of the Third Supplemental Indenture shall be deleted in its entirety and replaced with the following:

> "Notwithstanding the foregoing, in connection with any tender offer for all of the outstanding Notes at a price of at least 100% of the principal amount of the Notes tendered, plus accrued and unpaid interest thereon to, but excluding, the applicable tender settlement date (including any Change of Control Offer), if Holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in such tender offer and the Company, or (in the case of a Change of Control Offer) any third party making such a tender offer in lieu of the Company, purchases all of the Notes validly tendered and not withdrawn by such Holders, the Company or such third party will have the right, upon not less than 1 business day nor more than 60 calendar days' prior notice, given not more than 30 calendar days following such purchase date, to redeem all Notes that remain Outstanding following such purchase at a price equal to the price offered to each other Holder in such tender offer plus, to the extent not included in the tender offer payment, accrued and unpaid interest, if any, thereon, to, but excluding, the Redemption Date."

ARTICLE III

MISCELLANEOUS

SECTION 3.01. Ratification of Original Indenture; Supplemental Indenture Part of Original Indenture. Except as expressly amended hereby, the Original Indenture, including Section 11.18 thereof regarding submission to jurisdiction, is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Fourth Supplemental Indenture shall form a part of the Original Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

SECTION 3.02. Concerning the Trustee. The recitals contained herein and in the Euro 2023 Notes, except with respect to the Trustee's certificates of authentication, shall be taken as the statements of the Company, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Fourth Supplemental Indenture or of the Euro 2023 Notes.

SECTION 3.03. Multiple Originals; Electronic Signatures. This Fourth Supplemental Indenture may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. The exchange of copies of this Fourth Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Fourth Supplemental Indenture as to the parties hereto and may be used in lieu of the original Fourth Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

SECTION 3.04. **GOVERNING LAW. THIS FOURTH SUPPLEMENTAL INDENTURE AND EACH NOTE OF THE SERIES CREATED HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

[Signature Page Follows]

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

THE CHEMOURS COMPANY

By: /s/ Mark E. Newman
Name: Mark E. Newman
Title: Senior Vice President and Chief Financial Officer

THE CHEMOURS COMPANY FC, LLC

By: /s/ Mark E. Newman
Name: Mark E. Newman
Title: Senior Vice President and Chief Financial Officer

CHEMFIRST INC.

By: /s/ Mark E. Newman
Name: Mark E. Newman
Title: Senior Vice President and Chief Financial Officer

FIRST CHEMICAL CORPORATION

By: /s/ Mark E. Newman
Name: Mark E. Newman
Title: Senior Vice President and Chief Financial Officer

FIRST CHEMICAL TEXAS, L.P.
By FT CHEMICAL INC., its general partner

By: /s/ Mark E. Newman
Name: Mark E. Newman
Title: Senior Vice President and Chief Financial Officer

FT CHEMICAL, INC.

By: /s/ Mark E. Newman
Name: Mark E. Newman
Title: Senior Vice President and Chief Financial Officer

FIRST CHEMICAL HOLDINGS, LLC

By: /s/ Mark E. Newman
Name: Mark E. Newman
Title: Senior Vice President and Chief Financial Officer

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: /s/ Stephanie Roche
Name: Stephanie Roche
Title: Vice President

ELAVON FINANCIAL SERVICES DAC, UK BRANCH, as Paying Agent

By: /s/ Chris Hobbs
Name: Chris Hobbs
Title: Authorised Signatory

By: /s/ Nicola Elrin
Name: Nicola Elrin
Title: Authorised Signatory

ELAVON FINANCIAL SERVICES DAC, as Registrar

By: /s/ Chris Hobbs
Name: Chris Hobbs
Title: Authorised Signatory

By: /s/ Nicola Elrin
Name: Nicola Elrin
Title: Authorised Signatory

ELAVON FINANCIAL SERVICES DAC, as Transfer Agent

By: /s/ Chris Hobbs
Name: Chris Hobbs
Title: Authorised Signatory

By: /s/ Nicola Elrin
Name: Nicola Elrin
Title: Authorised Signatory

Exhibit 5.1

MORRISON | FOERSTER

2000 PENNSYLVANIA AVE., NW
WASHINGTON, D.C.
20006-1888

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MORRISON & FOERSTER LLP

BEIJING, BERLIN, BRUSSELS,
DENVER, HONG KONG, LONDON,
LOS ANGELES, NEW YORK,
NORTHERN VIRGINIA, PALO ALTO,
SAN DIEGO, SAN FRANCISCO, SHANGHAI,
SINGAPORE, TOKYO, WASHINGTON, D.C.

June 6, 2018

Board of Directors
The Chemours Company
1007 Market Street
Wilmington, Delaware 19899

Re: The Chemours Company – Registration Statement on Form S-3 – €450,000,000 aggregate principal amount of 4.000% Senior Notes due 2026

Ladies and Gentlemen:

We have acted as counsel to The Chemours Company, a Delaware corporation (the "**Company**"), and the guarantors listed on Schedule I hereto (the "**Covered Guarantors**") and Schedule II hereto (the "**Other Guarantors**," and together with the Covered Guarantors, the "**Guarantors**"), in connection with the offer and sale by the Company of €450,000,000 aggregate principal amount of the Company's 4.000% Senior Notes due 2026 (the "**Notes**") and the guarantees (the "**Guarantees**") of the Notes by the Guarantors, in each case pursuant to (1) a prospectus supplement dated May 22, 2018 and the accompanying base prospectus dated May 4, 2017 (such documents, collectively, the "**Prospectus**") that form part of the Company's and the Guarantors' effective Registration Statement on Form S-3ASR (File No. 333-217642), as amended by Post-Effective Amendment No. 1 (as amended, the "**Registration Statement**"), filed by the Company and the Guarantors with the United States Securities and Exchange Commission (the "**Commission**") under the Securities Act of 1933, as amended (the "**Securities Act**") and (2) an Underwriting Agreement (the "**Underwriting Agreement**"), dated as of May 22, 2018, by and among the Company, the Guarantors and the several underwriters named in Schedule A thereto.

The Notes and the Guarantees have been issued pursuant to an indenture (the "**Base Indenture**"), dated as of May 23, 2017, between the Company and U.S. Bank National Association, as trustee (the "**Trustee**"), as supplemented by the Second Supplemental Indenture (the "**Supplemental Indenture**"), dated as of June 6, 2018, by and among the Company, the Guarantors, the Trustee, Elavon Financial Services DAC, UK Branch, as paying agent (the "**Paying Agent**"), and Elavon Financial Services DAC, as registrar and transfer agent (the "**Registrar and Transfer Agent**") (the Base Indenture, as supplemented by the Supplemental Indenture, the "**Indenture**"). The Guarantees are contained in the global notes representing the Notes (the "**Global Notes**").

This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or the Prospectus, other than as expressly stated herein with respect to the Notes and the Guarantees.

As counsel for the Company and the Guarantors, we have examined the Registration Statement, the Prospectus, the Underwriting Agreement, the Indenture and originals or copies, certified or otherwise identified to our satisfaction, of such agreements, instruments, documents, certificates and records as we have deemed relevant and necessary for the basis of our opinions hereinafter expressed. In such examination, we have assumed: (i) the authenticity of original documents and the genuineness of all signatures; (ii) the conformity to the originals of all documents submitted to us as copies; (iii) the truth, accuracy and completeness of the information, representations and warranties contained in the agreements, instruments, documents, certificates and records that we have reviewed; and (iv) the legal capacity of all natural persons. As to all matters of fact, we have relied on the representations and statements of fact made in the documents so reviewed, and we have not independently established or verified the facts so relied on. This opinion letter is given, and all statements herein are made, in the context of the foregoing.

With respect to our opinion in paragraph 2 below relating to the Other Guarantors, we have relied upon the opinion of Locke Lord LLP of even date herewith with respect to certain matters of the laws of the State of Texas and we have relied upon the opinion of Butler Snow LLP of even date herewith with respect to certain matters of the laws of the State of Mississippi, in each case, as to the valid existence, power to create the respective Guarantee and due authorization of the respective Guarantee of the applicable Other Guarantors, and our opinion in paragraph 2 as to these matters is subject to the same qualifications, assumptions and limitations as are set forth in such opinions.

The opinions hereinafter expressed are subject to the following qualifications and exceptions:

(i) the effect of bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws relating to or affecting the rights of creditors generally, including, without limitation, laws relating to fraudulent transfers or conveyances, preferences and equitable subordination;

(ii) limitations imposed by general principles of equity upon the availability of equitable remedies or the enforcement of provisions of the Notes, and the effect of judicial decisions which have held that certain provisions are unenforceable where their enforcement would violate the implied covenant of good faith and fair dealing, or would be commercially unreasonable, or where their breach is not material; and

(iii) our opinion is based upon current statutes, rules, regulations, cases and official interpretive opinions, and it covers certain items that are not directly or definitively addressed by such authorities.

To the extent that the obligations of the Company with respect to the Notes and the obligations of the Guarantors with respect to the Guarantees may be dependent upon such matters, we assume for purposes of this opinion that each of the Trustee, the Paying Agent and the Registrar and Transfer Agent is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; that each of the Trustee, the Paying Agent and the Registrar and Transfer Agent is duly qualified to engage in the activities contemplated by the Indenture; that the Indenture has been duly authorized, executed and delivered by each of the Trustee, the Paying Agent and the Registrar and Transfer Agent and constitutes the legal, valid and binding obligation of each of the Trustee, the Paying Agent and the Registrar and Transfer Agent enforceable against each of the Trustee, the Paying Agent and the Registrar and Transfer Agent in accordance with its terms; that each of the Trustee, the Paying Agent and the Registrar and Transfer Agent is in compliance with respect to performance of its obligations under the Indenture, with all applicable laws and regulations; that each of the Trustee, the Paying Agent, the Registrar and Transfer Agent and the Other Guarantors has the requisite organizational and legal power and authority to perform its obligations under the Indenture; and that a Statement of Eligibility of the Trustee on Form T-1 has been properly filed with the Commission.

Based on the foregoing, and subject to the further assumptions and qualifications set forth below, it is our opinion that:

1. The Notes have been duly authorized by all necessary corporate action of the Company and duly executed and delivered on behalf of the Company against payment therefor in accordance with the terms of the Indenture and the Underwriting Agreement and, upon due authentication by the Trustee in accordance with the terms of the Indenture, will constitute legally valid and binding obligations of the Company.

2. The Guarantees have been duly authorized by all necessary corporate action of the Guarantors and duly executed and delivered on behalf of the Guarantors in accordance with the terms of the Indenture and, upon due authentication of the Notes by the Trustee in accordance with the terms of the Indenture, will constitute legally valid and binding obligations of the Guarantors.

We express no opinion as to matters governed by laws of any jurisdiction other than the laws of the State of New York, the federal laws of the United States of America, the General Corporation Law of the State of Delaware, the Delaware Revised Uniform Limited Partnership Act, the Delaware Limited Liability Company Act and the applicable laws of the State of Mississippi and the State of Texas, as in effect on the date hereof.

We hereby consent to your filing a copy of this opinion as Exhibit 5.1 to the Company's Current Report on Form 8-K filed with the Commission on June 6, 2018, and we further consent to the use of our name under the heading of "Validity of the Notes" in the Prospectus Supplement filed by the Company with the Commission. In giving such permission, we do not admit hereby that we come within the category of persons whose consent is required under Section 7 of the Act, or the rules and regulations of the Commission thereunder. We disclaim any undertaking to advise you of any subsequent changes of the facts stated or assumed herein or any subsequent changes in applicable law.

Very truly yours,

/s/ Morrison & Foerster LLP

Morrison & Foerster LLP

SCHEDULE I

COVERED GUARANTORS

Guarantor	State of Incorporation, Formation or Organization (as applicable)
First Chemical Texas, L.P.	Delaware
The Chemours Company FC, LLC	Delaware

SCHEDULE II

OTHER GUARANTORS

Guarantor	State of Incorporation, Formation or Organization (as applicable)
ChemFirst Inc.	Mississippi
First Chemical Corporation	Mississippi
First Chemical Holdings, LLC	Mississippi
FT Chemical, Inc.	Texas

Exhibit 5.2

600 Congress Avenue, Suite 2200
Austin, TX 78701
Telephone: 512-305-4700
Fax: 512-305-4800
www.lockelord.com

June 6, 2018

Board of Directors
The Chemours Company
1007 Market Street
Wilmington, Delaware 19899

Ladies and Gentlemen:

We have acted as local Texas counsel to FT Chemical, Inc., a Texas corporation (the "Texas Guarantor"), a wholly owned subsidiary of The Chemours Company, a Delaware corporation (the "Company"), in connection with the issuance and sale by the Company of €450,000,000 aggregate principal amount of its 4.000% senior notes due 2026 (the "Notes") and the guarantees of the Notes by the Guarantors (defined below), including the Texas Guarantor (the "Guarantees", and together with the Notes, the "Securities"), pursuant to the terms of that certain Underwriting Agreement (the "Underwriting Agreement"), dated as of May 22, 2018, by and among the Company, the guarantors listed on Schedule B thereto (the "Guarantors"), and Citigroup Global Markets, Inc., on behalf of itself and as the representative of the several underwriters listed on Schedule A thereto. The securities are being issued pursuant to (i) the Indenture, dated as of May 23, 2017 (the "Base Indenture"), between the Company and U.S. Bank National Association, as trustee (the "Trustee"), and supplemented by (a) the Second Supplemental Indenture, dated as of June 6, 2018 (the "Supplemental Indenture") among the Company, the Guarantors and the Trustee (the Base Indenture, as supplemented by the Supplemental Indenture, the "Indenture").

The offer and sale of the Securities is being made pursuant to the Registration Statement on Form S-3ASR (Registration No. 333-217642) and Post-Effective Amendment No. 1 thereto (collectively, the "Registration Statement"), relating to the Securities and other securities, filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), the prospectus contained in the Registration Statement (the "Base Prospectus") and the supplement to the Base Prospectus dated May 22, 2018 (the "Prospectus Supplement"), filed by the Company with the Commission. This opinion letter is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.

We call your attention to the fact that we do not represent the Texas Guarantor on a regular basis. In connection with our preparation of this letter, we have not communicated directly with the Texas Guarantor, but only with their lead counsel, Morrison & Foerster LLP, and our communications regarding factual and informational matters relevant to the Texas Guarantor and to our opinions rendered herein have been conducted solely with Morrison & Foerster LLP on behalf of the Texas Guarantor. There may exist matters of a legal nature which could have a bearing on the Registration Statement, the Prospectus Supplement, the Guarantees and/or the transactions related thereto with respect to which we have not been consulted.

In connection with this opinion, we have reviewed the following documents:

A. the Indenture;

B. the Guarantees of the Texas Subsidiary;

C. the Registration Statement

D. the Prospectus Supplement;

E. the Global Notes representing the Notes (including the endorsements of the Guarantees thereon);

F. a pdf copy of the certificate of fact issued by the Secretary of State of the State of Texas, with respect to the Texas Guarantor, dated March 19, 2018 (the "Certificate of Fact"), a copy of the Franchise Tax Account status for the Texas Guarantor printed from the website of the Texas Comptroller of Public Accounts as of June 5, 2018 confirming the active account status of the Texas Guarantor (the "Good Standing Status"), and a letter from CT Corporation dated June 5, 2018 confirming the Texas Guarantor as active and in good standing with the Secretary of State of the State of Texas (the "Bring-Down Letter"); and;

G. a copy of (i) the Articles of Incorporation of the Texas Guarantor certified by the Secretary of State of the State of Texas dated as of May 4, 2018 (the "Articles of Incorporation"), (ii) the Bylaws of the Texas Guarantor as are in full force and effect as of June 6, 2018 (the "Bylaws"; and together with the Articles of Incorporation, the "Governing Documents") and (iii) the resolutions of the Board of Directors of the Texas Guarantor dated March 9, 2018, in each case as attached to an Omnibus Secretary's Certificate dated the date hereof executed by the secretary or assistant secretary of the Texas Guarantor (the "Secretary's Certificate"); and

H. the Secretary's Certificate and the attachments thereto.

We have made such examination of law as we have deemed appropriate to give the opinions set forth below. We have relied, without independent verification, on the certificates of public officials listed above, and, as to matters of fact material to our opinions also without independent verification, the Secretary's Certificate. We have assumed the factual matters contained in certificates from public officials remain true and correct as of the date hereof. We have not examined any records of any court, administrative tribunal or other similar entity in connection with our opinion.

In delivering this opinion, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as certified, photostatic or conformed copies, the authenticity of originals of all such latter documents, and the accuracy and completeness of all records, information and statements submitted to us by officers and representatives of the Texas Guarantor. In making our examination of documents executed by parties other than the Texas Guarantor (including the Registration Statement and the Indenture), we have assumed that such parties had the power and authority, corporate or other, to enter into and perform all obligations thereunder and have also assumed the due authorization of all requisite action, corporate or other, and execution and delivery by such parties of such documents and the validity and binding effect thereof with respect to such parties.

Based upon the foregoing and subject to the assumptions, exceptions, limitations and qualifications set forth herein, we are of the opinion that:

1. The Texas Guarantor is a corporation validly existing and in good standing under the laws of the State of Texas. Our opinion in this Section 1 as to the valid existence and good standing of the Texas Guarantor is based solely upon our examination of the Certificate of Fact, Good Standing Status and Bring-Down Letter and is limited to the meaning ascribed to such Certificate of Fact by the Secretary of State of the State of Texas.

2. Assuming that the issuance and terms of any debt securities, including the Securities, and the terms of the offering thereof have been duly authorized (including the provision of Guarantees in connection therewith) by the parties other than the Texas Guarantor, the Texas Guarantor has the corporate power to enter into and perform its obligations under the Supplemental Indenture and Guarantees to which it is a party and to incur the obligations provided therein.

3. The Texas Guarantor has taken all corporate action necessary to authorize the execution, delivery and performance of the Supplemental Indenture and the Guarantees to which it is a party.

4. The Texas Guarantor has duly executed and delivered the Supplemental Indenture and the Guarantees to which it is a party.

The foregoing opinions are subject to the following exceptions, assumptions, limitations and qualifications:

(a) Our opinion is subject to the effect of applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, fraudulent transfer, marshalling or similar laws affecting creditors' rights and remedies generally.

(b) We express no opinion as to the application or requirements of patent, trademark, copyright, antitrust and unfair competition, pension or employee benefit, labor, environmental, health and safety or tax laws in respect of the transactions contemplated by or referred to in the Prospectus Supplement and/or the Guarantees.

(c) In rendering the foregoing opinions, we are not passing upon, and assume no responsibility for, any disclosure in the Prospectus Supplement (or the Registration Statement to which it relates) or other offering material regarding the Texas Guarantor or regarding the Guarantees, or regarding the offering and sale of the Securities.

(d) We express no opinion hereunder with respect to any federal, state "blue sky" or foreign securities laws.

Our opinions are rendered only with respect to Texas laws and the rules, regulations and orders thereunder which are currently in effect and which, in our experience, are normally applicable to transactions of the type contemplated by the Prospectus Supplement and the Guarantees (collectively, the "Covered Laws"). In addition, and without limiting the generality of the foregoing definition of Covered Laws, the term "Covered Laws" does not include any law, rule or regulation that is applicable to the Texas Guarantor, the Guarantees or the transactions contemplated by the Prospectus Supplement and the Guarantees solely because such law, rule or regulation is part of a regulatory regime applicable to any party to any of the Guarantees or any of its affiliates due to the specific assets or business of such party or such affiliate. To the extent the matters covered hereby relate to the laws of any other jurisdiction, we express no opinion on the laws of such jurisdiction(s) or on the extent to which the application of the laws of such jurisdiction(s) might affect the opinions expressed in this letter. While certain members of this firm are admitted in other jurisdictions, we have not examined the laws of any jurisdictions other than those of the State of Texas and express no opinion with respect to the laws of any state other than the State of Texas.

This opinion is limited to the matters expressly stated herein. No implied opinion may be inferred to extend this opinion beyond the matters expressly stated herein. This opinion is given as of the date hereof and is limited to the facts, circumstances and matters set forth herein and to the laws presently in effect. We do not undertake to advise you or anyone else of any changes in the opinions expressed herein resulting from changes in law, changes in facts or any other matters that hereafter might occur or be brought to our attention.

In connection with the opinion of Morrison & Foerster LLP of even date herewith, Morrison & Foerster, LLP is authorized to rely on this opinion to the same extent as, but no greater than, the addressee of this opinion.

We consent to the filing of this opinion as Exhibit 5.2 to the Company's Current Report on Form 8-K filed with the Commission on June 6, 2018. In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act or the rules and regulations of the SEC promulgated thereunder.

Very truly yours,

/s/ Locke Lord LLP

Locke Lord LLP

Exhibit 5.3

BUTLER | SNOW

June 6, 2018

The Chemours Company
1007 Market Street
Wilmington, Delaware 19899

Re: The Chemours Company – Registration Statement on Form S-3ASR –€450,000,000 aggregate principal amount of 4.000% Senior Notes due 2026

Ladies and Gentlemen:

We have acted as special Mississippi counsel to First Chemical Corporation, a Mississippi corporation ("First Chemical Corporation"); First Chemical Holdings, LLC, a Mississippi limited liability company ("First Chemical Holdings"); and ChemFirst Inc., a Mississippi corporation ("ChemFirst" and, together with First Chemical Corporation and First Chemical Holdings, the "Mississippi Guarantors"), for the purpose of providing this opinion in connection with the offer and sale by The Chemours Company, a Delaware corporation, (the "Company") of €450,000,000 aggregate principal amount of the Company's 4.000% Senior Notes due 2026 (the "Notes") and the guarantees (the "Guarantees") of the Notes by the Mississippi Guarantors and the other guarantors thereof (altogether, the "Guarantors"), in each case pursuant to (1) a prospectus supplement dated May 22, 2018 and the accompanying base prospectus dated May 4, 2017 (such documents, collectively, the "Prospectus") that form part of the Company's and the Guarantors' effective Registration Statement on Form S-3ASR (File No. 333-217642), as amended by Post-Effective Amendment No. 1 (as amended, the "Registration Statement"), filed by the Company and the Guarantors with the United States Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act") and (2) an Underwriting Agreement (the "Underwriting Agreement"), dated as of May 22, 2018, by and among the Company, the Guarantors and the several underwriters named in Schedule A thereto.

The Notes and the Guarantees have been issued pursuant to an indenture (the "Base Indenture"), dated as of May 23, 2017, between the Company and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a supplemental indenture for the Notes (the "Supplemental Indenture"), dated as of June 6, 2018, by and among the Company, the Guarantors, the Trustee, Elavon Financial Services DAC, UK Branch, as paying agent, and Elavon Financial Services DAC, as registrar and transfer agent (the Base Indenture, as supplemented by the Supplemental Indenture thereto, the "Indenture"). The Guarantees are contained in the global note representing the Notes (the "Global Note").

This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or the Prospectus, other than as expressly stated herein with respect to the Notes and the Guarantees.

We call your attention to the fact that we do not represent the Mississippi Guarantors on a regular basis and that we have represented the Mississippi Guarantors only in a limited capacity in connection with certain specific matters as to which we were consulted by the Mississippi Guarantors, and we have not been engaged for any other purposes. There may exist matters of a legal nature which could have a bearing on the documents described herein and the transactions related thereto with respect to which we have not been consulted.

In connection with this opinion, we have reviewed the following documents (item E below and the Supplemental Indenture are collectively referred to herein as the "Transaction Documents"; items F(i) through F(vi), inclusive, below are collectively referred to herein as the "Organizational Documents"):

A. The Registration Statement;

B. The Prospectus;

C. The Underwriting Agreement;

D. The Indenture;

E. The Global Note (including the Guarantees);

F. an Omnibus Secretary Certificate dated as of the date hereof executed by the secretary or assistant secretary, as applicable, of each Mississippi Guarantor and certain other entities named therein on behalf of each Mississippi Guarantor and such other entities, certifying the following among other things:

i. Articles of Incorporation of First Chemical Corporation as in effect as of the date of such certificate;

ii. Certificate of Formation of First Chemical Holdings as in effect as of the date of such certificate;

iii. Articles of Incorporation of ChemFirst as in effect as of the date of such certificate;

iv. Bylaws of First Chemical Corporation as in effect as of the date of such certificate;

v. Second Amended and Restated Limited Liability Company Operating Agreement of First Chemical Holdings as in effect as of the date of such certificate;

vi. Bylaws of ChemFirst as in effect as of the date of such certificate;

vii. Resolutions adopted by each Mississippi Guarantor and certain other entities named therein relating to the Transaction Documents and the transactions contemplated thereby, as being in effect on the date of such certificate; and

viii. Incumbency and specimen signatures of certain corporate officers and limited liability company representatives, as applicable, of the Mississippi Guarantors; and

G. Separate Certificates of Good Standing each dated June 5, 2018 relating to First Chemical Corporation, First Chemical Holdings, and ChemFirst, respectively, issued by the Secretary of State of the State of Mississippi (each, a "Certificate of Good Standing").

We have also examined such certificates of public officials and of corporate officers and limited liability company representatives of the Mississippi Guarantors, as applicable, and other documents and records and such questions of law as we have deemed necessary as a basis for the opinions set forth below. In making such examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies or which we obtained from the Commission's Electronic Data Gathering Analysis and Retrieval system, and that all final documents conform in all material respects to the drafts delivered to us with all blank spaces appropriately completed and all appropriate exhibits attached. As to various facts material to the opinions set forth herein, we have relied upon the statements made in the Registration Statement and the Transaction Documents and upon such certificates of public officials and of corporate officers and limited liability company representatives of the Mississippi Guarantors, as applicable, which facts we have not independently verified.

The opinions set forth herein are limited to the law of the State of Mississippi, and we express no opinion as to the law of any other jurisdiction. We render no opinion on any securities or blue sky laws, rules, or regulations. We express no opinion on the effect of bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws relating to or affecting the rights of creditors generally, including, without limitation, laws relating to fraudulent transfers or conveyances, preferences and equitable subordination.

Based upon and subject to the foregoing, we are of the opinion that:

1. Each of First Chemical Corporation and ChemFirst is validly existing and in good standing as a corporation under the laws of the State of Mississippi. First Chemical Holdings is duly formed, validly existing, and in good standing as a limited liability company under the laws of the State of Mississippi. Our opinions in this Section 1 as to the valid existence and good standing of the Mississippi Guarantors are based solely upon our examination of the respective Certificate of Good Standing and are limited to the meaning ascribed to such certificates by the Secretary of State of the State of Mississippi.

2. Each Mississippi Guarantor has the corporate or limited liability company, as applicable, power and authority to execute and to deliver the Transaction Documents, and to perform its obligations thereunder.

3. The execution and delivery of the Transaction Documents by each Mississippi Guarantor, and the performance by each Mississippi Guarantor of its obligations under the Transaction Documents, have been duly authorized by all necessary corporate or limited liability company, as applicable, action on the part of each such Mississippi Guarantor.

4. The execution and delivery of the Transaction Documents by each Mississippi Guarantor do not, and the performance by each Mississippi Guarantor of its obligations thereunder will not, (a) conflict with the Organizational Documents, or (b) violate, in any material respect, any statute, law, rule, or regulation that, to our knowledge, is applicable to any Mississippi Guarantor.

5. No authorization, approval or other action by, and no notice to, consent of, order of or filing with, any governmental or regulatory authority of the State of Mississippi is required to be made or obtained by any of the Mississippi Guarantors for the execution, delivery and performance of the Transaction Documents, except as have been obtained or made.

This opinion letter is limited to the matters expressly stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated herein. In every instance in this opinion where we have relied on a document prepared, conclusion drawn, or certification made, by another person or entity, we have made no investigation of that other person or entity for purposes of corroborating the accuracy of any information or representations provided to us by that other person or entity; however, we have no knowledge of any facts which would lead us to believe such matters to be untrue or inaccurate.

This opinion letter is made as of the date hereof and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein, including, without limitation, any changes in Mississippi law. Insofar as the opinions herein relate to any actions to be taken after the date of this letter, the opinions are limited to the facts as they exist on the date hereof.

We hereby consent to the filing of this opinion as Exhibit 5.3 to the Company's Current Report on Form 8-K filed on June 6, 2018. In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission thereunder.

Very truly yours,

/s/ Butler Snow LLP

BUTLER SNOW LLP

THE CHEMOURS COMPANY ANNOUNCES EARLY TENDER RESULTS OF CONDITIONAL CASH TENDER OFFER AND CONSENT SOLICITATION FOR ANY AND ALL OF ITS 6.125% SENIOR NOTES MATURING IN 2023 AND RECEIPT OF REQUISITE CONSENTS

WILMINGTON, Del., June 4, 2018 /PRNewswire/ – The Chemours Company ("**Chemours**") (NYSE: CC), a global chemistry company with leading market positions in fluoroproducts, chemical solutions and titanium technologies, today announced the early tender results as of 5:00 p.m., New York City time, on June 4, 2018 (the "**Early Tender Deadline**") of its previously announced tender offer (the "**Tender Offer**") to purchase for cash any and all of its outstanding 6.125% senior notes due 2023 (the "**Notes**").

In connection with the Tender Offer, Chemours also announced the results as of the Early Tender Deadline of its previously announced solicitation of consents (the "**Consents**") from holders of the Notes (the "**Consent Solicitation**") to the proposed amendments to the indenture, dated as of May 12, 2015 (the "**Base Indenture**"), as supplemented by the third supplemental indenture (the "**Third Supplemental Indenture**"), dated May 12, 2015, which governs the Notes (the Third Supplemental Indenture, together with the Base Indenture, the "**Indenture**"), providing for the shortening of the minimum notice periods under the Indenture for the optional redemption of the Notes by Chemours (the "**Proposed Amendments**"). Concurrently with this press release, Chemours also announced the early tender results of its previously announced tender offer and consent solicitation with respect to up to $250,000,000 of its 6.625% Senior Notes due May 15, 2023.

The terms and conditions of the Tender Offer and Consent Solicitation are described in an Offer to Purchase and Consent Solicitation Statement, dated May 21, 2018 (the "**Offer to Purchase and Consent Solicitation Statement**").

The aggregate principal amount of Notes validly tendered and not validly withdrawn at or prior to the Early Tender Deadline (the "**Early Tender Notes**"), as well as the percent of the aggregate principal amount of Notes outstanding constituting Early Tender Notes, is set forth in the columns entitled "Aggregate Principal Amount of Early Tender Notes" and "Percent of Outstanding Principal Amount Tendered," respectively, in the table below. The consideration being offered for any such Early Tender Notes accepted for purchase in the Tender Offer and Consent Solicitation is also set forth in the table below:

CUSIP / ISIN	Outstanding Principal Amount	Title of Notes	Aggregate Principal Amount of Early Tender Notes	Percent of Outstanding Principal Amount Tendered	Early Tender Payment[(1)(2)]	Tender Offer Consideration[(1)(3)]	Total Consideration [(1)(3)]
Registered Notes: Common Code: 138278352 ISIN: XS1382783527 *Rule 144A Notes:* Common Code: 122630765 ISIN: XS1226307657 *Regulation S Notes:* Common Code: 122629660 ISIN: XS1226296603	€ 294,679,000	6.125% Senior Notes due May 15, 2023	€ 185,471,000	62.94%	€ 30.00	€ 1,018.75	€ 1,048.75

(1) Per €1,000 principal amount of Early Tender Notes accepted for purchase.
(2) Included in the Total Consideration for Early Tender Notes accepted for purchase.
(3) Does not include accrued and unpaid interest that will be paid on the Early Tender Notes accepted for purchase.

The Tender Offer and Consent Solicitation will expire at Midnight, New York City time, at the end of June 18, 2018, unless extended or earlier terminated by Chemours (the "**Expiration Date**"). No tenders submitted after the Expiration Date will be valid. Subject to the terms and conditions of the Tender Offer and Consent Solicitation, holders of the Early Tender Notes will receive the Total Consideration set forth in the table above, which includes the Early Tender Payment set forth in the table above. Holders of Notes tendering their Notes after the Early Tender Deadline and prior to the Expiration Date will only be eligible to receive the Tender Offer Consideration set forth in the table above, which is the Total Consideration less the Early Tender Payment.

The Early Settlement Date (as defined in the Offer to Purchase and Consent Solicitation Statement) for the Early Tender Notes is expected to be on June 6, 2018 (the "**Early Settlement Date**"). Any Notes validly tendered and related consents validly delivered after the Early Tender Deadline may not be withdrawn or revoked, except as required by law. Subject to the satisfaction or waiver of the conditions to the Tender Offer and Consent Solicitation, Chemours expects to accept for purchase any remaining Notes that have been validly tendered and not validly withdrawn after the Early Tender Deadline and at or prior to the Expiration Date promptly following the Expiration Date on the Final Settlement Date (as defined in the Offer to Purchase and Consent Solicitation Statement), which is expected to occur two business days following the Expiration Date, or as promptly as practicable thereafter.

In addition, holders of all Notes validly tendered and accepted for purchase pursuant to the Tender Offer and Consent Solicitation will receive accrued and unpaid interest on such Notes from the last interest payment date with respect to such Notes to, but not including, the Early Settlement Date or the Final Settlement Date, as applicable.

Chemours' obligations to accept Notes and Consents on the Early Settlement Date or the Final Settlement Date, as applicable, are subject to, and conditioned upon, the satisfaction or waiver of certain conditions described in the Offer to Purchase and Consent Solicitation Statement, including, among others, Chemours consummating the New Debt Financing (as defined in the Offer to Purchase and Consent Solicitation Statement) on terms satisfactory to it, and having funds available therefrom that will allow it to purchase the Notes pursuant to the Tender Offer and Consent Solicitation.

In addition, because Chemours received Consents in respect of a majority of the aggregate principal amount of the Notes then outstanding (excluding Notes held by Chemours or its affiliates) (the "**Requisite Consents**") as of the Early Tender Deadline, Chemours expects to execute and deliver a supplemental indenture to the Indenture giving effect to the Proposed Amendments promptly after accepting for purchase the Early Tender Notes on the Early Settlement Date. The Proposed Amendments are expected to become operative on the Early Settlement Date, after which Chemours intends to issue a notice of redemption to redeem all of the Notes not purchased pursuant to the Tender Offer and Consent Solicitation on the earliest date following the Early Settlement Date.

This press release does not constitute an offer to sell, or a solicitation of an offer to buy, any security. No offer, solicitation, or sale will be made in any jurisdiction in which such an offer, solicitation, or sale would be unlawful. This press release shall not constitute a notice of redemption under the Indenture or an obligation to issue a notice of redemption.

Citigroup Global Markets Inc. is the dealer manager (the "**Dealer Manager**") in the Tender Offer and Consent Solicitation. Global Bondholder Services Corporation has been retained to serve as both the depositary and the information agent (the "**Depositary and Information Agent**") for the Tender Offer and Consent Solicitation. Questions regarding the Tender Offer and Consent Solicitation should be directed to Citigroup Global Markets Inc. at (800) 558-3745 (U.S. Toll-Free) or (212) 723-6106 (Collect). Requests for copies of the Offer to Purchase and Consent Solicitation Statement and other related materials should be directed to Global Bondholder Services Corporation at (email) contact@gbsc-usa.com, (866) 470-4200 (U.S. Toll-Free), (212) 430-3774 (Banks and Brokers) or at http://www.gbsc-usa.com/Chemours/ (website).

None of Chemours, its board of directors, the Dealer Manager, the Depositary and Information Agent, the Trustee under the Indenture, the Paying Agent under the Indenture or the Registrar and Transfer Agent under the Indenture or any of Chemours' affiliates, makes any recommendation as to whether holders of the Notes should tender any Notes in response to the Tender Offer and Consent Solicitation. The Tender Offer and Consent Solicitation are made only by the Offer to Purchase and Consent Solicitation Statement. The Tender Offer and Consent Solicitation are not being made to holders of Notes in any jurisdiction in which the making or acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. In any jurisdiction in which the Tender Offer and Consent Solicitation are required to be made by a licensed broker or dealer, the Tender Offer and Consent Solicitation will be deemed to be made on behalf of Chemours by the Dealer Manager or one or more registered brokers or dealers that are licensed under the laws of such jurisdiction.

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About The Chemours Company

The Chemours Company (NYSE: CC) helps create a colorful, capable and cleaner world through the power of chemistry. Chemours is a global leader in fluoroproducts, chemical solutions and titanium technologies, providing its customers with solutions in a wide range of industries with market-defining products, application expertise and chemistry-based innovations. Chemours ingredients are found in plastics and coatings, refrigeration and air conditioning, mining and general industrial manufacturing. Our flagship products include prominent brands such as Teflon™, Ti-Pure™, Krytox™, Viton™, Opteon™, Freon™ and Nafion™. Chemours has approximately 7,000 employees and 26 manufacturing sites serving approximately 4,000 customers in North America, Latin America, Asia-Pacific and Europe.

Chemours is headquartered in Wilmington, Delaware and is listed on the NYSE under the symbol CC. For more information please visit chemours.com.

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Forward Looking Statements
This press release contains certain forward-looking information and forward-looking statements as defined in applicable securities laws (collectively referred to as "**forward-looking statements**"). Forward-looking statements include: statements regarding the terms and timing for completion of the Tender Offer and Consent Solicitation, including the acceptance for purchase of any Notes validly tendered and any related Consents validly delivered, the expected Expiration Date and applicable Settlement Date for each of the Early Tender Date and the Expiration Date, and the satisfaction or waiver of certain conditions of the Tender Offer and Consent Solicitation and statements regarding the terms and timing of the New Debt Financing and the redemption of the Notes.

Forward-looking statements involve known and unknown risks, uncertainties and other factors, which may cause the actual results, performance or achievements of Chemours to be materially different from those expressed or implied by the forward-looking statements. Factors that may cause actual results to vary include, but are not limited to, failure to consummate the New Debt Financing intended to satisfy the conditions of the Tender Offer and Consent Solicitation, conditions in financial markets and investor response to Chemours' Tender Offer and Consent Solicitation.

Readers are cautioned against unduly relying on forward-looking statements. Forward-looking statements are made as of the date of the relevant document and, except as required by law, Chemours undertakes no obligation to revise or update, publicly or otherwise, any forward-looking statements, whether as a result of new information or future events or otherwise.

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