

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

November 24, 2021  
Date of Report (Date of Earliest Event Reported)



**The Chemours Company**  
(Exact Name of Registrant as Specified in Its Charter)

**Delaware**  
(State or Other Jurisdiction  
Of Incorporation)

**001-36794**  
(Commission  
File Number)

**46-4845564**  
(I.R.S. Employer  
Identification No.)

**1007 Market Street**  
**Wilmington, Delaware 19801**  
(Address of principal executive offices)

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

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

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

Emerging growth company

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

**Item 8.01. Other Events.**

On November 24, 2021, The Chemours Company AR, LLC, a Delaware limited liability company (“Chemours AR”), and The Chemours Company FC, LLC, a Delaware limited liability company (“Chemours FC”), entered into an amendment (the “Second Amendment”) to the Amended and Restated Receivables Purchase Agreement, dated as of March 9, 2020, as amended on March 5, 2021 (the “Receivables Purchase Agreement”). Chemours AR and Chemours FC entered into the Second Amendment with The Toronto-Dominion Bank, as Administrative Agent, as LC Bank, as a Group Agent, and as a Related Committed Purchaser, and Reliant Trust, as a Conduit Purchaser. Chemours FC is a wholly-owned subsidiary of The Chemours Company, a Delaware corporation (the “Company”), and Chemours AR is a wholly-owned, bankruptcy-remote special purpose subsidiary of Chemours FC.

The Second Amendment, among other things, extends the term of the Receivables Purchase Agreement, such that Chemours AR may sell certain receivables and request investments and letters of credit until the earlier of March 6, 2024 or another event that constitutes a “Termination Date” under the Receivables Purchase Agreement. Prior to giving effect to the Second Amendment, the Receivables Purchase Agreement was scheduled to expire on March 6, 2023. The Second Amendment also added excluded obligors to the facility.

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

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

99.1\* [Second Amendment to Amended and Restated Receivables Purchase Agreement, dated as of November 24, 2021.](#)

99.2\* [Exhibit A to the Second Amendment to Amended and Restated Receivables Purchase Agreement, dated as of November 24, 2021.](#)

104 The cover page from this Current Report on Form 8-K, formatted in Inline XBRL.

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

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

THE CHEMOURS COMPANY

By: /s/ Sameer Ralhan  
Sameer Ralhan  
Senior Vice President, Chief Financial  
Officer

Date: December 1, 2021

**EXECUTION VERSION**  
**SECOND AMENDMENT TO AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT**

This SECOND AMENDMENT TO AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT (this "Amendment"), dated as of November 24, 2021, is among THE CHEMOURS COMPANY AR, LLC, as Seller (in such capacity, the "Seller"), THE CHEMOURS COMPANY FC, LLC ("Chemours"), as initial Servicer (in such capacity, the "Servicer"), RELIANT TRUST, as a Conduit Purchaser, and THE TORONTO-DOMINION BANK ("TD Bank"), as a Related Committed Purchaser, as a Group Agent (in such capacity, the "Group Agent"), as LC Bank and as Administrative Agent (in such capacity, the "Administrative Agent").

**W I T N E S S E T H:**

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

**WHEREAS**, concurrently herewith, the Seller, as buyer, and the Originator are entering into that certain Second Amendment to the Purchase and Sale Agreement, dated as of the date hereof (the "PSA Amendment");

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

**WHEREAS**, concurrently herewith, the Seller, the Servicer and the Administrative Agent are entering into that certain fourth amended and restated letter agreement, dated as of the date hereof (the "Side Letter");

**WHEREAS**, concurrently herewith, the Seller and the Originator are entering into that certain Assignment Agreement, dated as of the date hereof (the "Assignment Agreement"), pursuant to which, among other things, the Seller is selling, transferring and assigning each of the outstanding Receivables that were originated by the Excluded Division and owned by the Seller immediately prior to the effectiveness of the Assignment Agreement (such Receivables, the "Subject Receivables"); and

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

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

A G R E E M E N T:

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

2. Amendments to the Receivables Purchase Agreement. The Receivables Purchase Agreement is hereby amended to incorporate the changes shown on the marked pages of the Receivables Purchase Agreement attached hereto as Exhibit A.

3. Authorization to File Financing Statements. Upon the effectiveness of this Amendment, each of the parties hereto hereby consents to the filing on or after the date hereof of the UCC-3 financing statement in the form attached as Exhibit B hereto, amending the UCC-1 financing statement listed on Exhibit C hereto.

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

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

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

(c) Execution of the Assignment Agreement. The Administrative Agent shall have received a counterpart of the Assignment Agreement duly executed by each of the other parties thereto.

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

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

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

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

(h) Pro Forma Information Package. The Administrative Agent shall have received a pro forma Information Package, prepared after giving effect to this Amendment, the PSA Amendment, the Side Letter and the Assignment Agreement.

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

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

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

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

(d) No Violation. The consummation of the transactions contemplated by this Amendment, the PSA Amendment, the Fee Letter, the Side Letter and the Assignment Agreement and the fulfillment of the terms hereof and thereof by it will not, (i) conflict with, result in any breach or (without notice or lapse of time or both) a default under, (A) its certificate of formation or limited liability company agreement, or (B) any indenture, loan agreement, asset purchase agreement, mortgage, deed of trust, or other agreement or instrument to which it is a party or by which it or any of its properties is bound if such conflict, breach or default could reasonably be expected to have, with respect to the Seller, a Material Adverse Effect or, with respect to the Servicer, a Servicer Material Adverse Effect, (ii) result in the creation or imposition of any Adverse Claim upon any of its properties pursuant to the terms of any such indenture, loan agreement, asset purchase agreement, mortgage, deed of trust, or other agreement or instrument to which it is a party or by which it or any of its properties is bound, other than any Adverse Claim created in connection with the Receivables Purchase Agreement and the other Transaction Documents or otherwise permitted by the Receivables Purchase Agreement or other Transaction Documents, or (iii) violate any Applicable Law applicable to it or any of its properties if such violation of Applicable Law could reasonably be expected to have, with respect to the Seller, a Material Adverse Effect, or with respect to the Servicer, a Servicer Material Adverse Effect.

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

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

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

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

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

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

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

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

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

State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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

11. CONSENT TO JURISDICTION. (a) EACH PARTY HERETO HEREBY IRREVOCABLY SUBMITS TO (I) WITH RESPECT TO THE SELLER AND THE SERVICER, THE EXCLUSIVE JURISDICTION, AND (II) WITH RESPECT TO EACH OF THE OTHER PARTIES HERETO, THE NON-EXCLUSIVE JURISDICTION, IN EACH CASE, OF ANY NEW YORK STATE OR FEDERAL COURT SITTING IN NEW YORK CITY, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AMENDMENT, AND EACH PARTY HERETO HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING (I) IF BROUGHT BY THE SELLER, THE SERVICER OR ANY AFFILIATE THEREOF, SHALL BE HEARD AND DETERMINED, AND (II) IF BROUGHT BY ANY OTHER PARTY TO THIS AMENDMENT, MAY BE HEARD AND DETERMINED, IN EACH CASE, IN SUCH NEW YORK STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. NOTHING IN THIS SECTION 11 SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY OTHER PURCHASER PARTY TO BRING ANY ACTION OR PROCEEDING AGAINST THE SELLER OR THE SERVICER OR ANY OF THEIR RESPECTIVE PROPERTY IN THE COURTS OF OTHER JURISDICTIONS. EACH OF THE SELLER AND THE SERVICER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(b) EACH OF THE SELLER AND THE SERVICER CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO IT AT ITS ADDRESS SPECIFIED IN THE RECEIVABLES PURCHASE AGREEMENT. NOTHING IN THIS SECTION 11 SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY OTHER PURCHASER PARTY TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

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



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

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

15. Certain Covenants Regarding Post-Closing Conditions.

(a) Pro Forma Information Package. No earlier than five (5) Business Days prior to the Divestiture Effective Date, the Seller (or the Servicer on its behalf) shall deliver to the Administrative Agent a pro forma Information Package, prepared after giving effect to this Amendment, the PSA Amendment, the Side Letter and the Assignment Agreement.

(b) Divestiture Effective Date. The Seller (or the Servicer on its behalf) shall promptly notify the Administrative Agent of the occurrence of the Divestiture Effective Date.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

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

THE CHEMOURS COMPANY AR, LLC,  
as the Seller

By: /s/ Mark Staub  
Name: Mark Staub  
Title: Vice President and Treasurer

THE CHEMOURS COMPANY FC, LLC,  
as the Servicer

By: /s/ Mark Staub  
Name: Mark Staub  
Title: Vice President and Treasurer

Solely with respect to Section 14 hereof.

THE CHEMOURS COMPANY,  
as Performance Guarantor

By: /s/ Mark Staub  
Name: Mark Staub  
Title: Vice President and Treasurer

S-2      *Second Amendment to Amended and Restated Receivables Purchase Agreement (Chemours)*

743411429 19618061

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THE TORONTO-DOMINION BANK,  
as Administrative Agent

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

THE TORONTO-DOMINION BANK,  
as LC Bank

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

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

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

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

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

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

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

**Exhibit A**

**Amendments to the Amended and Restated Receivables Purchase Agreement  
(Attached)**

Exhibit A

743411429 19618061

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**Exhibit B**  
**UCC-3 Amendment**  
**(Attached)**

Exhibit B

743411429 19618061

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## Exhibit C

## UCC-1 to be Amended

<u>Debtor</u>	<u>Jurisdiction</u>	<u>Filing Number</u>
The Chemours Company FC, LLC	Delaware	2019 4832403

Exhibit C

743411429 19618061

**Exhibit A**

**Amendments to the Amended and Restated Receivables Purchase Agreement(Attached)**

Exhibit A



EXECUTION VERSION EXHIBIT A  
TO THE ~~FIRST~~SECOND AMENDMENT, DATED AS OF  
~~March 5,~~NOVEMBER 24, 2021

**AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT**

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

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

THE TORONTO-DOMINION BANK,  
as Administrative Agent,

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

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	DEFINITIONS	1
	SECTION 1.01. Certain Defined Terms	1
	SECTION 1.02. Other Interpretative Matters	<del>38</del> <u>40</u>
	SECTION 1.03. Amendment and Restatement; No Novation	<del>39</del> <u>41</u>
	SECTION 1.04. Sale and Purchase of Unsold Receivables	<del>39</del> <u>41</u>
ARTICLE II	TERMS OF THE PURCHASES AND INVESTMENTS	<del>39</del> <u>41</u>
	SECTION 2.01. Purchase Facility	<del>39</del> <u>41</u>
	SECTION 2.02. Making Investments; Return of Capital	<del>41</del> <u>43</u>
	SECTION 2.03. Yield and Fees	<del>44</del> <u>46</u>
	SECTION 2.04. Records of Investments and Participation Advances	<del>45</del> <u>47</u>
	SECTION 2.05. Defaulting Purchasers	<del>45</del> <u>47</u>
	SECTION 2.06. Mitigation Obligations; Replacement of Purchasers	<del>46</del> <u>48</u>
ARTICLE III	LETTER OF CREDIT FACILITY	<del>48</del> <u>49</u>
	SECTION 3.01. Letters of Credit	<del>48</del> <u>49</u>
	SECTION 3.02. Issuance of Letters of Credit; Participations	<del>48</del> <u>50</u>
	SECTION 3.03. Requirements For Issuance of Letters of Credit	<del>49</del> <u>51</u>
	SECTION 3.04. Disbursements, Reimbursement	<del>49</del> <u>51</u>
	SECTION 3.05. Repayment of Participation Advances	<del>50</del> <u>52</u>
	SECTION 3.06. Documentation; Documentary and Processing Charges	<del>51</del> <u>53</u>
	SECTION 3.07. Determination to Honor Drawing Request	<del>51</del> <u>53</u>
	SECTION 3.08. Nature of Participation and Reimbursement Obligations	<del>51</del> <u>53</u>
	SECTION 3.09. Indemnity	<del>53</del> <u>55</u>
	SECTION 3.10. Liability for Acts and Omissions	<del>53</del> <u>55</u>
ARTICLE IV	SETTLEMENT PROCEDURES AND PAYMENT PROVISIONS	<del>55</del> <u>56</u>
	SECTION 4.01. Settlement Procedures	<del>55</del> <u>56</u>
	SECTION 4.02. Payments and Computations, Etc	<del>58</del> <u>60</u>
ARTICLE V	INCREASED COSTS; FUNDING LOSSES; TAXES; ILLEGALITY AND BACK-UP SECURITY INTEREST	<del>59</del> <u>61</u>
	SECTION 5.01. Increased Costs	<del>59</del> <u>61</u>
	SECTION 5.02. Funding Losses	<del>61</del> <u>62</u>
	SECTION 5.03. Taxes	<del>61</del> <u>63</u>
	SECTION 5.04. Inability to Determine LMIR; Change in Legality	<del>65</del> <u>67</u>

TABLE OF CONTENTS  
(cont'd)

		<u>Page</u>
	SECTION 5.05. Back-Up Security Interest	<del>65</del> <u>67</u>
	SECTION 5.06. Successor LMIR	<del>66</del> <u>67</u>
ARTICLE VI	CONDITIONS TO EFFECTIVENESS AND INVESTMENTS AND ISSUANCES	<del>67</del> <u>69</u>
	SECTION 6.01. Conditions Precedent to Effectiveness and the Initial Investment or Issuance	<del>67</del> <u>69</u>
	SECTION 6.02. Conditions Precedent to All Investments and Letter of Credit Issuances	<del>68</del> <u>69</u>
	SECTION 6.03. Conditions Precedent to All Releases	<del>68</del> <u>70</u>
ARTICLE VII	REPRESENTATIONS AND WARRANTIES	<del>69</del> <u>71</u>
	SECTION 7.01. Representations and Warranties of the Seller	<del>69</del> <u>71</u>
	SECTION 7.02. Representations and Warranties of the Servicer	<del>76</del> <u>78</u>
ARTICLE VIII	COVENANTS	<del>80</del> <u>82</u>
	SECTION 8.01. Affirmative Covenants of the Seller	<del>80</del> <u>82</u>
	SECTION 8.02. Reporting Requirements of the Seller	<del>83</del> <u>86</u>
	SECTION 8.03. Negative Covenants of the Seller	<del>86</del> <u>88</u>
	SECTION 8.04. Affirmative Covenants of the Servicer	<del>89</del> <u>91</u>
	SECTION 8.05. Reporting Requirements of the Servicer	<del>92</del> <u>95</u>
	SECTION 8.06. Negative Covenants of the Servicer	<del>94</del> <u>97</u>
	SECTION 8.07. Full Recourse	<del>97</del> <u>99</u>
	SECTION 8.08. Separate Existence of the Seller	<del>97</del> <u>99</u>
ARTICLE IX	ADMINISTRATION AND COLLECTION OF RECEIVABLES	<del>99</del> <u>102</u>
	SECTION 9.01. Appointment of the Servicer	<del>99</del> <u>102</u>
	SECTION 9.02. Duties of the Servicer	<del>100</del> <u>103</u>
	SECTION 9.03. Collection Account Arrangements	<del>101</del> <u>104</u>
	SECTION 9.04. Enforcement Rights	<del>101</del> <u>104</u>
	SECTION 9.05. Responsibilities of the Seller	<del>103</del> <u>106</u>
	SECTION 9.06. Further Actions	<del>104</del> <u>106</u>
	SECTION 9.07. Servicing Fee	<del>104</del> <u>107</u>
ARTICLE X	EVENTS OF TERMINATION	<del>104</del> <u>107</u>
	SECTION 10.01. Events of Termination	<del>104</del> <u>107</u>
ARTICLE XI	THE ADMINISTRATIVE AGENT	<del>107</del> <u>110</u>

TABLE OF CONTENTS  
(cont'd)

		<u>Page</u>
	SECTION 11.01. Authorization and Action	<del>107</del> <u>110</u>
	SECTION 11.02. Administrative Agent's Reliance, Etc	<del>108</del> <u>111</u>
	SECTION 11.03. Administrative Agent and Affiliates	<del>108</del> <u>111</u>
	SECTION 11.04. Indemnification of Administrative Agent	<del>108</del> <u>111</u>
	SECTION 11.05. Delegation of Duties	<del>109</del> <u>112</u>
	SECTION 11.06. Action or Inaction by Administrative Agent	<del>109</del> <u>112</u>
	SECTION 11.07. Notice of Events of Termination; Action by Administrative Agent	<del>109</del> <u>112</u>
		<del>109</del> <u>112</u>
	SECTION 11.08. Non-Reliance on Administrative Agent and Other Parties	<del>109</del> <u>112</u>
	SECTION 11.09. Successor Administrative Agent	<del>110</del> <u>113</u>
ARTICLE XII	THE GROUP AGENTS	<del>110</del> <u>113</u>
	SECTION 12.01. Authorization and Action	<del>110</del> <u>113</u>
	SECTION 12.02. Group Agent's Reliance, Etc	<del>111</del> <u>114</u>
	SECTION 12.03. Group Agent and Affiliates	<del>111</del> <u>114</u>
	SECTION 12.04. Indemnification of Group Agents	<del>111</del> <u>114</u>
	SECTION 12.05. Delegation of Duties	<del>112</del> <u>115</u>
	SECTION 12.06. Notice of Events of Termination	<del>112</del> <u>115</u>
	SECTION 12.07. Non-Reliance on Group Agent and Other Parties	<del>112</del> <u>115</u>
	SECTION 12.08. Successor Group Agent	<del>112</del> <u>115</u>
	SECTION 12.09. Reliance on Group Agent	<del>113</del> <u>116</u>
ARTICLE XIII	INDEMNIFICATION	<del>113</del> <u>116</u>
	SECTION 13.01. Indemnities by the Seller	<del>113</del> <u>116</u>
	SECTION 13.02. Indemnification by the Servicer	<del>116</del> <u>119</u>
ARTICLE XIV	MISCELLANEOUS	<del>118</del> <u>121</u>
	SECTION 14.01. Amendments, Etc	<del>118</del> <u>121</u>
	SECTION 14.02. Notices, Etc	<del>119</del> <u>122</u>
	SECTION 14.03. Assignability; Addition of Purchasers	<del>119</del> <u>122</u>
	SECTION 14.04. Costs and Expenses	<del>124</del> <u>127</u>
	SECTION 14.05. Limitation on Payments	<del>124</del> <u>127</u>
	SECTION 14.06. Confidentiality	<del>125</del> <u>128</u>
	SECTION 14.07. GOVERNING LAW	<del>127</del> <u>130</u>
	SECTION 14.08. Execution in Counterparts	<del>127</del> <u>130</u>

TABLE OF CONTENTS  
(cont'd)

		<u>Page</u>
	SECTION 14.09. Integration; Binding Effect; Survival of Termination	<del>127</del> <u>130</u>
	SECTION 14.10. CONSENT TO JURISDICTION	<del>127</del> <u>130</u>
	SECTION 14.11. WAIVER OF JURY TRIAL	<del>128</del> <u>131</u>
	SECTION 14.12. Ratable Payments	<del>128</del> <u>131</u>
	SECTION 14.13. Limitation of Liability	<del>128</del> <u>131</u>
	SECTION 14.14. Intent of the Parties	<del>129</del> <u>132</u>
	SECTION 14.15. USA Patriot Act	<del>129</del> <u>132</u>
	SECTION 14.16. Right of Setoff	<del>129</del> <u>132</u>
	SECTION 14.17. Severability	<del>130</del> <u>133</u>
	SECTION 14.18. Mutual Negotiations	<del>130</del> <u>133</u>
	SECTION 14.19. Captions and Cross References	<del>130</del> <u>133</u>
ARTICLE XV	SELLER GUARANTY	<del>130</del> <u>133</u>
	SECTION 15.01. Guaranty of Payment	<del>130</del> <u>133</u>
	SECTION 15.02. Unconditional Guaranty	<del>131</del> <u>134</u>
	SECTION 15.03. Modifications	<del>132</del> <u>135</u>
	SECTION 15.04. Waiver of Rights	<del>132</del> <u>135</u>
	SECTION 15.05. Reinstatement	<del>133</del> <u>136</u>
	SECTION 15.06. Remedies	<del>133</del> <u>136</u>
	SECTION 15.07. Subrogation	<del>134</del> <u>137</u>
	SECTION 15.08. Inducement	<del>134</del> <u>137</u>
	SECTION 15.09. Security Interest	<del>134</del> <u>137</u>

TABLE OF CONTENTSEXHIBITS

EXHIBIT A	Form of [Investment Request] [LC Request]
EXHIBIT B	Form of Reduction Notice
EXHIBIT C	Form of Assignment and Acceptance Agreement
EXHIBIT D	Form of Commitment Reduction Notice
EXHIBIT E	Form of Letter of Credit Application
EXHIBIT F	Form of Commitment Increase Request
EXHIBIT G	Form of Information Package
EXHIBIT H	Form of Compliance Certificate
EXHIBIT I	Closing Memorandum
EXHIBIT J	Form of Weekly Sold Receivables Report

SCHEDULES

SCHEDULE I	Commitments
SCHEDULE II	Mail-Boxes
SCHEDULE III	Notice Addresses
SCHEDULE IV	Approved Foreign Countries
SCHEDULE V	Initial Schedule of Sold Receivables
SCHEDULE 1.02	Parent Material Adverse Effect; Servicer Material Adverse Effect
SCHEDULE 3.06	Proceedings
SCHEDULE 7.01(l)	UCC Details
SCHEDULE 8.04(f)	Location of Records

[743409020 19618061](#)

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

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

“Amendment Date” means November 24, 2021.

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

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

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

“Approved Foreign Countries” means the countries specified in Schedule IV (or any replacement Schedule IV hereto delivered by the Seller to the Administrative Agent and consented to in writing by the Administrative Agent in its sole discretion).

“Assignment and Acceptance Agreement” means an assignment and acceptance agreement entered into by a Committed Purchaser, an Eligible Assignee, such Committed Purchaser’s Group Agent and the Administrative Agent, and, if required, the Seller, pursuant to which such Eligible Assignee may become a party to this Agreement, in substantially the form of Exhibit C hereto.

“Attorney Costs” means and includes all reasonable fees, costs, expenses and disbursements of any law firm or other external counsel.

“Bankruptcy Code” means the United States Bankruptcy Reform Act of 1978 (11 U.S.C. § 101, et seq.), as amended from time to time.

“Base Rate” means, for any day and any Purchaser, a fluctuating interest rate per annum as shall be in effect from time to time, which rate shall be at all times equal to the higher of:

“Dilution Volatility Ratio” means, on any day, a percentage determined as follows:  $(DS-ADR) \times (DS/ADR)$

where:

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

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

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

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

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

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

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

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



given and are in full force and effect, in each case, unless UCC §§9-406 through 9-409 apply and render such requirement unenforceable;

(q) [Reserved];

(r) [Reserved];

(s) which represents part or all of the price of the sale of “merchandise,” “insurance” or “services” within the meaning of Section 3(c)(5) of the Investment Company Act and which is an “eligible asset” as defined in Rule 3a-7 under the Investment Company Act;

(t) ~~[Reserved];~~ for which the related invoice does not include any amounts owing to the Excluded Division;

(u) which (i) does not arise from a sale of accounts made as part of a sale of a business or constitute an assignment for the purpose of collection only, (ii) is not a transfer of a single account made in whole or partial satisfaction of a preexisting indebtedness or an assignment of a right to payment under a contract to an assignee that is also obligated to perform under the contract and (iii) is not a transfer of an interest in or an assignment of a claim under a policy of insurance;

(v) which is not supported by any actual or inchoate mechanics, suppliers, materialmen, laborers, employees or repairmen liens or other rights to file or assert any of the foregoing;

(w) which does not arise in connection with the sale of any consigned goods or finished goods which have incorporated any consigned goods into such finished goods, in each case, except where the consignor with respect to such consigned goods both (i) has received payment in full for such consigned goods and (ii) does not have any Adverse Claim in such Receivable;

which arises in connection with the sale of chemicals and related products.

which is neither (i) a Supplier Receivable nor (ii) a Chemours Receivable; which is not a Royalty Receivable; and

“ERISA” means the Employee Retirement Income Security Act of 1974.

“ERISA Affiliate” means, with respect to any Person, any trade or business (whether or not incorporated) that, together with such Person, is treated as a single employer under Section 414(b) or 414(c) of the Code or, solely for purposes of Section 412 of the Code and Section 302 of ERISA, is treated as a single employer under Section 414(m) or 414(o) of the Code.

“ERISA Event” means (a) any “reportable event”, as defined in Section 4043(c) of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-

day notice period is waived), (b) any failure by any Plan to satisfy the minimum funding

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(or similar governing body) of such Person (or any committee thereof) shall adopt any resolution or otherwise authorize any action to approve any of the actions referred to above in this clause (b) or in clause (a).

“Event of Termination” has the meaning specified in Section 10.01. For the avoidance of doubt, any Event of Termination that occurs shall be deemed to be continuing at all times thereafter unless and until waived in accordance with Section 14.01.

“Excess Concentration Amount” means, at any time, the sum (without duplication) of (a) the sum of the amounts calculated with respect to each Obligor, equal to the amount by which the aggregate Unpaid Balance of such Eligible Receivables owed or payable by such Obligor or an Affiliate of such Obligor, exceeds the applicable Concentration Limit at such time, (b) the Governmental Authority Excess Concentration Amount at such time, (c) the Foreign Obligor Excess Concentration Amount at such time, (d) the Tier 2 Foreign Obligor Excess Concentration Amount at such time, (e) the Extended-Term Excess Concentration Amount at such time, (f) the Consigned Goods Excess Concentration Amount at such time, (g) the Past Due (31-60) Excess Concentration Amount at such time and (h) the In-Transit Excess Concentration Amount at such time.

“Exchange Act” means the Securities Exchange Act of 1934, as amended or otherwise modified from time to time.

“Excluded Credit Rebill Dilution” means, with respect to any Receivable, any Dilution with respect thereto solely to the extent both (i) such Dilution occurred solely as a result of cancelling an Erroneous Invoice and replacing it with a Rebilled Invoice and (ii) such Erroneous Invoice and the related Rebilled Invoice were issued during the same calendar month.

“Excluded Division” means any division or unit of the “Mining Solutions” business unit of Chemours that is identified in the books and records of Chemours with a business unit identifier of BD02127 and otherwise is engaged solely in the sale or other disposition of sodium cyanide and related goods and services.

“Excluded Division Assignment Agreement” means that certain Assignment Agreement, dated as of the Amendment Date, between the Seller and Chemours, as such agreement may be amended, supplemented or otherwise modified from time to time.

“Excluded Division Collections” means, with respect to any Excluded Division Receivable: (a) all funds that are received by any Originator, the Seller, the Servicer or any other Person on their behalf in payment of any amounts owed or payable in respect of such Excluded Division Receivable (including purchase price, service charges, finance charges, interest fees and all other charges), or applied to amounts owed or payable in respect of such Excluded Division Receivable (including insurance payments, proceeds of drawings under supporting letters of credit and net proceeds of the sale or other disposition of repossessed goods or other collateral or property of the related Obligor or any other Person directly or indirectly liable for the payment of such Excluded Division Receivable and available to be applied thereon) and (b) all other proceeds of such Excluded Division Receivable.

“Excluded Division Outside Date” means the date occurring 180 days following the Divestiture Effective Date.

“Excluded Division Receivables” means each Receivable (without giving effect to the exclusion of “Excluded Receivable” from the definition thereof) that was originated by the Excluded Division.

“Excluded Obligor” has the meaning specified in the Side Letter.

“Excluded Receivable” means, as of any date of determination, each Receivable (without giving effect to the exclusion of “Excluded Receivable” from the definition thereof), that either

(i) the obligor of which is an Excluded Obligor, (ii) constitutes a Royalty Receivable or (iii) if such date of determination is on or after the Divestiture Effective Date, constitutes an Excluded Division Receivable.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Purchaser, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Purchaser, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Purchaser with respect to an applicable interest in its Capital or Commitment pursuant to a law in effect on the date on which (i) such Purchaser funds an Investment or its Commitment or (ii) such Purchaser changes its lending office, except in each case to the extent that amounts with respect to such Taxes were payable either to such Purchaser’s assignor immediately before such Purchaser became a party hereto or to such Purchaser immediately before it changed its lending office, (c) Taxes attributable to any Recipient’s failure to comply with Section 5.03(f) and (d) any U.S. federal withholding Taxes imposed pursuant to FATCA.

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

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

“Extended-Term Excess Concentration Amount” means, at any time, the amount (if any) by which (a) the aggregate Unpaid Balance of all Eligible Receivables then in the Receivables Pool, that constitute Extended-Term Receivables, exceeds (b) 5.0% of the aggregate Unpaid Balance of all Eligible Receivables then in the Receivables Pool at such time.

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

“Facility Limit” means \$150,000,000 as reduced from time to time pursuant to Section 2.02(e) or increased from time to time pursuant to Section 2.02(h). References to the unused portion of the Facility Limit shall mean, at any time of determination, an amount equal to (x) the

the United Nations Security Council, the European Union or any EU member state; (b) that is fifty-percent or more owned, directly or indirectly, in the aggregate by one or more Persons described in clause (a) above; (c) that is organized under the laws of or resident in a Sanctioned Country; or (d) (i) an agency of the government of a Sanctioned Country or (ii) an organization controlled by a Sanctioned Country.

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

“Scheduled Termination Date” means March 6, ~~2023~~,2024, as such date may be extended from time to time pursuant to Section 2.02(g).

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

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

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

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

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

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

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

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

“Seller Obligation Final Due Date” means the date that (i) is thirty (30) days following the Scheduled Termination Date or (ii) such earlier date on which the Aggregate Capital becomes due and payable pursuant to Section 10.01.

which is presented for settlement against a Collection Account, (ii) each check or other payment order drawn on or payable against a Collection Account, which the applicable depository bank takes for deposit or value, assures payment pursuant to a banker's acceptance, cashes or exchanges for a cashier's check or official check in the ordinary course of business, (iii) each ACH credit entry initiated by such depository bank, as originating depository financial institution, on behalf of Seller, as originator and (iv) any other payment order drawn on or payable against a Collection Account.

"Settlement Item Amounts" means the face amount of each Settlement Item.

"Settlement Period" means:

(a) the period from the Closing Date to the end of July 2019; and

(b) thereafter, each subsequent calendar month;

provided, that the last Settlement Period shall end on the Final Payout Date.

"Side Letter" means that certain ~~third~~fourth amended and restated letter agreement, dated as of ~~March 5, 2021~~,the Amendment Date, among the Seller, the Servicer and the Administrative Agent.

"Sold Assets" has the meaning set forth in Section 2.01(b).

"Sold Receivables" means, collectively, (i) the Pool Receivables specified as "Sold Receivables" on the Initial Schedule of Sold Receivables, (ii) all additional Pool Receivables specified as "Sold Receivables" on the Weekly Sold Receivables Reports delivered hereunder and (iii) all additional Pool Receivables designated as "Sold Receivables" and transferred by the Seller pursuant to Section 2.01(b).

"Sold Receivables Deficit" means, at any time of determination, the amount, if any, by which (a) the Aggregate Capital at such time, exceeds (b) an amount equal to the aggregate Unpaid Balance of all Sold Receivables at such time.

"Sold Receivables Threshold" means \$500,000.

"Solvent" means, with respect to any Person and as of any particular date, (i) the fair value of the assets of such Person, at a fair valuation, will exceed the debts and liabilities, direct, subordinated, contingent or otherwise, of such Person; (ii) the present fair saleable value of the property of such Person will be greater than the amount that will be required to pay the probable liabilities of such Person on its debts and other liabilities, direct, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (iii) such Person will be able to pay its debts and liabilities, direct, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (iv) such Person will not have unreasonably small capital with which to conduct the businesses in which it is engaged as such businesses are currently conducted and are proposed to be conducted.

Collections of Pool Receivables received from time to time and (ii) segregate within three (3) Business Days Collections of Pool Receivables from property of the Servicer, the Originators, any other Chemours Party and their respective Subsidiaries other than the Seller. The Seller shall (or shall cause the Servicer on its behalf to) ensure that no disbursements of funds that are Collections are made from any Collection Account, other than such disbursements that are made at the direction and for the account of the Seller.

Notwithstanding anything to the contrary set forth in this Agreement or any other Transaction Document:

(i) (x) within three (3) Business Days of the deposit of any Affiliate Collections into any Collection Account, the Seller (or the Servicer on its behalf) shall identify the portion of funds deposited into such Collection Account that represent Affiliate Collections and (y) within three (3) Business Days of the deposit of any Excluded Division Collections into any Collection Account, the Seller (or the Servicer on its behalf) shall identify the portion of funds deposited into such Collection Account that represent ~~Affiliate~~ Excluded Division Collections;

(ii) the Seller (or the Servicer on its behalf) will, and will cause each Originator to, at all times, maintain such books and records necessary to ~~(x)~~ identify Affiliate Collections and Excluded Division Collections received from time to time in any Collection Account and ~~(b)y~~ segregate such Affiliate Collections and Excluded Division Collections from Collections on Pool Receivables and other Sold Assets and Seller Collateral;

(iii) the Seller (or the Servicer on its behalf) shall provide such information (in its possession or under its control) with respect to Affiliate Collections and Excluded Division Collections deposited into any Collection Account as reasonably requested by the Administrative Agent from time to time;

(iv) if requested by Administrative Agent at any time, the Seller (or the Servicer on its behalf) shall instruct the obligor of each Affiliate Receivable to cease remitting payments with respect to all Affiliate Receivables to any Collection Account and to instead remit payments with respect thereto to any other deposit account or lock-box (other than any Collection Account or any other account owned by the Seller) from time to time identified to such obligor;

(v) the Seller (or the Servicer on its behalf) shall, or shall cause the applicable other Person to, no later than the Excluded Division Outside Date, instruct the obligor of each Excluded Division Receivable to cease remitting payments with respect to all Excluded Division Receivables to any Collection Account and to instead remit payments with respect thereto to any other deposit account or lock-box (other than any Collection Account or any other account owned by the Seller) from time to time identified to such obligor;

(vi) the Seller (or the Servicer on its behalf) shall use commercially reasonable efforts to ensure that no Excluded Division Collections are deposited into any Collection Account after the Excluded Division Outside Date; and

(vii) ~~(v)~~ the Seller (or the Servicer on its behalf) shall use commercially reasonable efforts to ensure that Affiliate Collections are not deposited into anyCollection Account.

(i) Right and Title. Hold all right, title and interest in each Pool Receivable, except to the extent that any such right, title or interest has been transferred or granted to theAdministrative Agent (on behalf of the Secured Parties).

(j) Transaction Documents.Comply with each of its covenants and agreements under each Transaction Document to which it is a party in any capacity and itscertificate of formation and limited liability company agreement.

(k) Enforcement of Purchase and Sale Agreement. On its own behalf and on behalf of the Purchaser Parties and the Administrative Agent, (x) promptly enforce all covenants and obligations of each Originator contained in the Purchase and Sale Agreement and (y) deliver to the Administrative Agent all consents, approvals, directions, notices and waivers in connectiontherewith and take other actions under the Purchase and Sale Agreement as may be reasonably directed by the Administrative Agent.

(l) Filing of Financing Statements; Etc. (i) On the date hereof, the Seller shall cause the financing statements and other lien filings described in Section 6.01 to be duly filed in the appropriate jurisdictions and (ii) when received by the Seller it shall promptly provide the Administrative Agent with acknowledgment copies of all financing statements and other filings described in Section 6.01.

(m) Anti-Corruption Laws, Anti-Terrorism Laws and Sanctions. Ensure that policies and procedures are maintained and enforced by or on behalf of the Seller that are designed to promote and achieve compliance by the Seller and its directors, officers, employees and agents with Anti-Corruption Laws, applicable Anti-Terrorism Laws and applicable Sanctions.

(n) Federal Assignment of Claims Act; Etc. If requested by the Administrative Agent during the existence of an Event of Termination, the Seller shall prepare and make any filings under the Federal Assignment of Claims Act (or any other similar Applicable Law) with respect to Receivables from Obligors that are Governmental Authorities, that are necessary or desirable in order for the Administrative Agent to enforce such Receivable against the Obligor thereof.

(o) Disregarded Entity. The Seller will at all relevant times continue to be, a “disregarded entity” within the meaning of U.S. Treasury Regulation § 301.7701-3 that is disregarded as separate from a United States person within the meaning of Section 7701(a)(30) of the Code and is not and will at all relevant times not be required to withhold or otherwise be subject to liability under Sections 1441, 1445, 1446 and 1461 of the Code.



(h) ~~Reserved~~ Excluded Division. Promptly upon the completion thereof, notice of any expansion, contraction, change, reorganization, merger or other corporate, organizational or other structural change to the Excluded Division at any time between the Amendment Date and the Divestiture Effective Date that would result in any additional receivables being considered Excluded Division Receivables; provided, however, that so long as the Excluded Division has not been expanded, contracted, changed, reorganized, merged or otherwise modified between the Amendment Date and the Divestiture Effective Date, the transfer of Excluded Division Receivables from the Seller to Chemours pursuant to and in accordance with the Excluded Division Assignment Agreement shall not require the delivery of a separate notice.

(i) Other Information. Promptly, from time to time, such Records or other information, documents, records or reports respecting the condition or operations, financial or otherwise, of the Seller or any other Chemours Party as the Administrative Agent may from time to time reasonably request in order to protect the interests of the Administrative Agent or any Purchaser Party under or as contemplated by this Agreement or any other Transaction Document.

(j) Notices Under Purchase and Sale Agreement. A copy of each notice received by the Seller from an Originator pursuant to any provision of the Purchase and Sale Agreement.

(k) Purchase and Sale Agreement. The occurrence of a Purchase and Sale Termination Event under the Purchase and Sale Agreement.

(l) Agreed Upon Procedures. In addition, the Seller shall cooperate with the Servicer and the designated accountants or consultants for each annual agreed upon procedures report required pursuant to Section 8.05(g).

(m) Certificate of Beneficial Ownership and Other Additional Information. The Seller will promptly provide to the Administrative Agent: (i) following any change that would result in a change to the status of the Seller as an excluded "Legal Entity Customer" under the Beneficial Ownership Regulation, a Certificate of Beneficial Ownership complying with the Beneficial Ownership Regulation, in form and substance reasonably acceptable to the Administrative Agent, and (ii) such other information and documentation (including an updated Certificate of Beneficial Ownership) as may reasonably be requested by the Administrative Agent or any Purchaser from time to time for purposes of compliance by the Administrative Agent or such Purchaser with Applicable Laws (including the PATRIOT Act and other "know your customer" and anti-money laundering rules and regulations), and any policy or procedure implemented by the Administrative Agent or such Purchaser to comply therewith.

SECTION 8.03. Negative Covenants of the Seller. At all times from the Closing Date until the Final Payout Date, the Seller shall not, unless Administrative Agent and the Majority Group Agents shall otherwise consent in writing:

(a) Sales, Adverse Claims, Etc. Except as otherwise expressly provided herein or in the other Transaction Documents, sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist any Adverse Claim (other than Permitted Liens)

(g) Debt and Business Activity.(i) Incur, assume, guarantee or otherwise become directly or indirectly liable for or in respect of any Debt or other obligation, (ii) purchase any asset, (iii) make any investment by share purchase loan or otherwise except ownership of securities, obligations and other investments received in settlement of amounts due to the Seller owing to the Seller as a result of insolvency proceeding involving any Obligor of any Receivable or (iv) engage in any other activity (whether or not pursued for gain or other pecuniary advantage), in any case, other than as will occur in accordance with this Agreement or the other Transaction Documents and as is permitted by its certificate of formation and limited liability company agreement.

(h) Name Change, Mergers, Acquisitions, Sales, etc. Without the prior written consent of the Administrative Agent and the Majority Group Agents, (i) change its jurisdiction of organization or its name, identity or corporate structure or create any divisions, (ii) merge or consolidate with or into, or convey, transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) or (iii) make any other change such that any financing statement or other lien filing filed or other action taken to perfect Administrative Agent's interests under this Agreement would become seriously misleading or would otherwise be rendered ineffective. The Seller shall not amend or otherwise modify or waive its limited liability company agreement or certificate of formation or any provision thereof without the prior written consent of Administrative Agent and the Majority Group Agents.

(i) Actions Impairing Quality of Title. Take any action that could cause any Pool Receivable, together with the Related Security, not to be owned by it free and clear of any Adverse Claim other than Permitted Liens; or take any action that could reasonably be expected to cause Administrative Agent not to have a valid ownership interest or first priority perfected security interest in the Pool Receivables and each Collection Account and, to the extent such security interest can be perfected by filing a financing statement or the execution of an account control agreement, any Related Security (or any portion thereof) and all cash proceeds of any of the foregoing, in each case, free and clear of any Adverse Claim other than Permitted Liens; or suffer the existence of any financing statement or other instrument similar in effect covering any Pool Receivable on file in any recording office except such as may be filed (i) in favor of the Seller in accordance with any Transaction Document or (ii) in favor of Administrative Agent in accordance with this Agreement or any Transaction Document.

(j) ~~Reserved~~ Change in Excluded Division. Expand, reorganize, merge, change or otherwise modify the Excluded Division in any manner between the Amendment Date and the Divestiture Effective Date that would result in any additional receivables being considered Excluded Division Receivables, in each case, without the prior written consent of the Administrative Agent; provided, however, that so long as the Excluded Division has not been expanded, reorganized, merged, changed or otherwise modified between the Amendment Date and the Divestiture Effective Date, this clause (j) shall not otherwise restrict the transfer of Excluded Division Receivables from the Seller to Chemours pursuant to and in accordance with the Excluded Division Assignment Agreement.

(k) Actions by Originators. Notwithstanding anything to the contrary set forth in the Purchase and Sale Agreement, the Seller will not consent to (i) any change or removal of

(h) Collections. Instruct all Obligor to cause all Collections of Pool Receivables and the Related Security to either (i) be deposited directly in a Collection Account that is covered by an effective Account Control Agreement or (ii) be mailed directly to a Mail-Box. The Servicer will promptly (but in any event within three (3) Business Days) following receipt of any Collections that have been mailed to a Mail-Box, cause such Collections to be deposited directly in a Collection Account that is covered by an effective Account Control Agreement. In the event the Servicer, any Chemours Party or any of their Subsidiaries receives any Collections, the Servicer will deposit (or cause to be deposited) such Collections in a Collection Account that is covered by an Account Control Agreement within three (3) Business Days of such receipt thereof. In the event that any funds other than Collections are deposited into any Collection Account, the Servicer shall within three (3) Business Days of receipt thereof identify and transfer such funds out of such Collection Account. The Servicer shall at all times maintain or cause to be maintained such documents, books, records and other information necessary or advisable to (i) on a regular basis identify Collections of Pool Receivables received from time to time and (ii) segregate within three (3) Business Days Collections of Pool Receivables from property of the Servicer, the Originators, any other Chemours Party and their respective Subsidiaries other than the Seller. The Servicer shall ensure that no disbursements of funds that are Collections are made from any Collection Account, other than such disbursements that are made at the direction and for the account of the Seller.

Notwithstanding anything to the contrary set forth in this Agreement or any other Transaction Document:

(i) (x) within three (3) Business Days of the deposit of any Affiliate Collections into any Collection Account, the Servicer shall identify the portion of funds deposited into such Collection Account that represent Affiliate Collections and (y) within three (3) Business Days of the deposit of any Excluded Division Collections into any Collection Account, the Servicer shall identify the portion of funds deposited into such Collection Account that represent Excluded Division Collections;

(ii) the Servicer will, and will cause each Originator to, at all times, maintain such books and records necessary to (ax) identify Affiliate Collections and Excluded Division Collections received from time to time in any Collection Account and (by) segregate such Affiliate Collections and Excluded Division Collections from Collections on Pool Receivables and other Sold Assets and Seller Collateral;

(iii) the Servicer shall provide such information (in its possession or under its control) with respect to Affiliate Collections and Excluded Division Collections deposited into any Collection Account as reasonably requested by the Administrative Agent from time to time;

(iv) if requested by Administrative Agent at any time, the Servicer shall instruct the obligor of each Affiliate Receivable to cease remitting payments with respect to all Affiliate Receivables to any Collection Account and to instead remit payments with respect thereto to any other deposit account or lock-box (other than any Collection Account or any other account owned by the Seller) from time to time identified to such obligor;

(v) the Servicer shall, or shall cause the applicable other Person to, no later than the Excluded Division Outside Date, instruct the obligor of each Excluded Division Receivable to cease remitting payments with respect to all Excluded Division Receivables to any Collection Account and to instead remit payments with respect thereto to any other deposit account or lock-box (other than any Collection Account or any other account owned by the Seller) from time to time identified to such obligor;

(vi) the Servicer shall use commercially reasonable efforts to ensure that no Excluded Division Collections are deposited into any Collection Account after the Excluded Division Outside Date; and

(vii) ~~(v)~~ the Servicer shall use commercially reasonable efforts to ensure that Affiliate Collections are not deposited into any Collection Account.

(i) Transaction Documents. Comply with each of its covenants and agreements under each Transaction Document to which it is a party in any capacity.

(j) [Reserved].

(k) [Reserved].

(l) Insurance. Maintain (with financially sound and reputable insurance companies), (a) insurance in such amounts (with no greater risk retention) and against such risks as is (i) customarily maintained by companies of established repute engaged in the same or similar businesses operating in the same or similar locations as the Servicer and (ii) considered adequate by the Servicer and (b) all other insurance as may be required by Applicable Law.

(m) [Reserved].

(n) Anti-Corruption Laws, Anti-Terrorism Laws and Sanctions. Ensure that policies and procedures are maintained and enforced by or on behalf of the Servicer that are designed to promote and achieve compliance by the Servicer and each of its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws, applicable Anti-Terrorism Laws and applicable Sanctions.

(o) [Reserved].

(p) Linked Accounts. Except for the Servicer's Account, the Servicer shall not permit any Linked Account to exist with respect to any Collection Account; provided, however, that if so instructed by the Administrative Agent (in its sole discretion) at any time if an Event of Termination has occurred and is continuing, the Servicer shall cause the Servicer's Account to cease being a Linked Account promptly, but not later than two (2) Business Days following the Seller's or any Servicer's receipt of such instruction. The Servicer shall at all times ensure that (i) the account balance in the Servicer's Account is greater than zero and will exceed the aggregate Settlement Item Amount of all Settlement Items at any time outstanding with respect to the Servicer's Account and (ii) no amount will be debited against any Collection Account as a result of any Settlement Item that originated in the Servicer's Account or any account other than any Collection Account.

notice to each such Sub-Servicer) and (v) if such Sub-Servicer is not a Subsidiary of the Parent, the Administrative Agent and the Majority Group Agents shall have consented in writing in advance to such delegation.

SECTION 9.02. Duties of the Servicer.

(a) The Servicer shall take or cause to be taken all such action as may be necessary or reasonably advisable to service, administer and collect each Pool Receivable from time to time, all in accordance with this Agreement and in all material respects with all Applicable Laws, with reasonable care and diligence, and in all material respects in accordance with the Credit and Collection Policy. The Servicer shall set aside, for the accounts of each Group, the amount of Collections to which each such Group is entitled in accordance with Article IV hereof. The Servicer may, in all material respects in accordance with the Credit and Collection Policy, take such action, including modifications, waivers or restructurings of Pool Receivables and related Contracts, as the Servicer may reasonably determine to be appropriate to maximize Collections thereof or reflect adjustments expressly permitted under the Credit and Collection Policy or as expressly required under Applicable Laws or the applicable Contract; provided, that for purposes of this Agreement: (i) such action shall not, and shall not be deemed to, change the number of days such Pool Receivable has remained unpaid from the date of the original due date related to such Pool Receivable, (ii) such action shall not alter the status of such Pool Receivable as a Delinquent Receivable or a Defaulted Receivable or limit the rights of any Secured Party under this Agreement or any other Transaction Document, (iii) the Servicer may not modify, waive, restructure or adjust any Pool Receivable or any related Contract if any Capital Coverage Deficit exists or shall exist after giving effect thereto, (iv) unless a Deemed Collection payment is made in accordance with Section 4.01(d) with respect to such Pool Receivable, the Servicer shall not extend the due date of any Pool Receivable more than once or extend the due date of any Pool Receivable to a date more than thirty (30) days after the original due date thereof and (v) if an Event of Termination has occurred and is continuing, the Servicer may take such action only upon the prior written consent of the Administrative Agent. The Seller shall deliver to the Servicer and the Servicer shall hold for the benefit of the Administrative Agent (individually and for the benefit of each Group), in accordance with their respective interests, all records and documents (including Records, computer tapes and disks) with respect to each Pool Receivable. Notwithstanding anything to the contrary contained herein, if an Event of Termination has occurred and is continuing, the Administrative Agent may direct the Servicer to commence or settle any legal action to enforce collection of any Pool Receivable that is a Defaulted Receivable or to foreclose upon or repossess any Related Security with respect to any such Defaulted Receivable.

(b) ~~[Reserved]~~ If the Servicer receives collections from an obligor on account of Excluded Division Receivables and Pool Receivables and such obligor has not specified the allocation of such collections among such Excluded Division Receivables and Pool Receivables, the Servicer shall allocate such collections ratably among such Excluded Division Receivables and Pool Receivables based upon the notional outstanding amount of such Excluded Division Receivables and Pool Receivables.

(c) The Servicer's obligations hereunder shall terminate on the Final Payout Date. Promptly following the Final Payout Date, the Servicer shall deliver to the Seller all

Administrative Agent has exercised exclusive dominion and control over any Collection Account, the Servicer may, in its sole discretion, and shall at the direction of the Administrative Agent, deliver to the Administrative Agent a Commingling Report on any Business Day. Upon receipt of such Commingling Report, the Administrative Agent shall promptly review such Commingling Report to determine if such Commingling Report constitutes a Qualifying Commingling Report. In the event that the Administrative Agent reasonably determines that such Commingling Report constitutes a Qualifying Commingling Report, the Administrative Agent shall, unless otherwise directed by any Governmental Authority or otherwise prohibited by Applicable Law, promptly remit to the Servicer from the Collection Accounts the lesser of (i) the amount identified on such Qualifying Commingling Report as Affiliate Collections and Excluded Division Collections on deposit in the Collection Accounts and (ii) the aggregate amount of available funds then on deposit in the Collection Accounts. For purposes of this clause (d), each of the following terms shall have the meanings set forth below:

“Commingling Report” shall mean any report, in form and substance reasonably satisfactory to the Administrative Agent, setting forth information in reasonable detail relating to the amount on deposit in the Collection Accounts and the portions thereof representing Collections, Excluded Division Collections and Affiliate Collections.

“Qualifying Commingling Report” shall mean any Commingling Report that satisfies each of the following conditions: (A) such Commingling Report is calculated as of the immediately prior Business Day, (B) such Commingling Report sets forth, in reasonable detail, the calculation of the aggregate amount on deposit in the Collection Accounts and the portion thereof representing Collections, Excluded Division Collections and Affiliate Collections, (C) such Commingling Report identifies the Obligor and the related Receivable for each portion of the Collections on deposit in the Collection Accounts, (D) such Commingling Report identifies the obligor and the related Affiliate Receivable for each portion of the Affiliate Collections on deposit in the Collection Accounts ~~and (E) such Commingling Report identifies the obligor and the related Excluded Division Receivable for each portion of the Excluded Division Collections on deposit in the Collection Accounts and~~ (E) the Administrative Agent does not in good faith reasonably believe that any of the information or calculations set forth in such Commingling Report is false or incorrect in any material respect (and notice of any such determination shall be provided promptly to the Servicer).

SECTION 9.05.  
Seller.

Responsibilities of the

Anything herein to the contrary

notwithstanding, the Seller shall: (i) perform all of its obligations, if any, under the Contracts related to the Pool Receivables to the same extent as if interests in such Pool Receivables had not been transferred hereunder, and the exercise by the Administrative Agent, or any other Purchaser Party of their respective rights hereunder shall not relieve the Seller from such obligations, (ii) pay when due any taxes, including any sales taxes payable in connection with the Pool Receivables and their creation and satisfaction and (iii) timely file all tax returns required to be filed by it. None of the Purchaser Parties shall have any obligation or liability with respect to any Seller Collateral or Sold Assets, nor shall any of them be obligated to perform any of the obligations of the Seller, the Servicer or any Originator thereunder.

intangibles) (each as defined in the UCC) and (vii) all proceeds of, and all amounts received or receivable under any or all of, the foregoing.

(b) The Administrative Agent (for the benefit of the Secured Parties) shall have, with respect to all the Seller Collateral, and in addition to all the other rights and remedies available to the Administrative Agent (for the benefit of the Secured Parties), all the rights and remedies of a secured party under any applicable UCC. The Seller hereby authorizes the Administrative Agent to file financing statements describing the collateral covered thereby as “all of the debtor’s personal property or assets” or words to that effect, notwithstanding that such wording may be broader in scope than the collateral described in this Agreement.

(c) Immediately upon the occurrence of the Final Payout Date, the Seller Collateral shall be automatically released from the security interest created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent, the Purchasers and the other Purchaser Parties hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Seller Collateral shall automatically revert to the Seller; provided, however, that promptly following written request therefor by the Seller delivered to the Administrative Agent following any such termination, and at the expense of the Seller, the Administrative Agent shall execute and deliver to the Seller UCC-3 termination statements and such other documents as the Seller shall reasonably request to evidence such termination. [In addition, notwithstanding anything to the contrary set forth herein or in any other Transaction Document, on the Divestiture Effective Date, any security interest, lien, collateral security, supporting obligation or any other right, title or interest held by the Administrative Agent immediately prior to the Divestiture Effective Date in the Excluded Division Receivables shall automatically terminate and be released, all without delivery of any instrument or performance of any act by any party, and all right, title and interest to the Excluded Division Receivables shall automatically revert to the Seller and thereafter immediately be assigned by the Seller to Chemours \(or its successors or assigns\) upon receipt by the Seller from Chemours of reasonably equivalent value therefore \(as agreed between the Seller and Chemours\); provided, however, that promptly following written request therefor by Chemours delivered to the Administrative Agent following any such termination and release, and at the expense of Chemours, the Administrative Agent shall deliver to Chemours UCC-3 financing statement amendments with respect to the UCC-1 financing statements filed against Chemours in connection with the Transaction Documents, which UCC-3 financing statement amendments shall amend the collateral descriptions to exclude the Excluded Division Receivables.](#)

(d) For the avoidance of doubt, the grant of a security interest pursuant to this [Section 15.09](#) shall be in addition to, and shall not be construed to limit or modify, the sale of Sold Assets pursuant to [Section 2.01\(b\)](#) or the Seller’s grant of a security interest pursuant to [Section 5.05](#).

(e) Further Assurances. Promptly upon request, the Seller shall deliver such instruments, assignments or other documents or agreements, and shall take such actions, as the Administrative Agent or any Purchaser deems appropriate to evidence or perfect its security interest and lien on any of the Seller Collateral, or otherwise to give effect to the intent of this [Article XV](#).



**SCHEDULE III  
Notice Addresses**

- (A) in the case of the Seller, at the following address: 1007 Market Street  
Wilmington, Delaware 19801  
Attn: Jacqueline Senosain Tel:  
(302) 773 0160  
Email: jacqueline.senosain@chemours.com
- With a copy to:  
1007 Market Street  
Wilmington, Delaware 19801 Attn:  
~~Camela Wisel~~Mark Staub Tel: (302)  
773 ~~3234~~3914  
Email: ~~camela.t.wisel~~MARK.STAUB@chemours.com
- (B) in the case of the Servicer, at the following address:
- 1007 Market Street  
Wilmington, Delaware 19801  
Attn: Jacqueline Senosain Tel:  
(302) 773 0160  
Email: jacqueline.senosain@chemours.com
- With a copy to:  
1007 Market Street  
Wilmington, Delaware 19801 Attn:  
~~Camela Wisel~~Mark Staub Tel: (302)  
773 ~~3234~~3914  
Email: ~~camela.t.wisel~~MARK.STAUB@chemours.com
- (C) in the case of the Administrative Agent, at the following address:  
The Toronto-Dominion Bank  
130 Adelaide Street West 12<sup>th</sup>  
Floor  
Toronto, ON, M5H 3P5  
Attention: ASG Asset Securitization Email:  
[asgoperations@tdsecurities.com](mailto:asgoperations@tdsecurities.com)
- With a copy to: