

---

**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**

**February 23, 2016 (February 19, 2016)**  
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, 19899**  
(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))
- 
-

## **Item 1.01 Entry into a Material Definitive Agreement.**

### ***Amendment to Credit Agreement***

On February 19, 2016, The Chemours Company (the “Company”) entered into Amendment No. 2 (the “Amendment”) to its Credit Agreement dated May 12, 2015 (the “Credit Agreement”) among The Chemours Company, the lenders and issuing banks party thereto and JPMorgan Chase Bank, N.A., as administrative agent.

The Amendment amends the terms of the financial maintenance covenants in the Credit Agreement by:

- replacing the Total Net Leverage Ratio covenant with a Senior Secured Net Leverage Ratio covenant;
- reducing the minimum levels required by the interest expense coverage ratio covenant; and
- increasing the limits and extending the time period for adding back the benefits of announced cost reduction initiatives in the calculation of Consolidated EBITDA that applies to the financial maintenance covenants listed above.

The Amendment also amends the Credit Agreement by reducing availability under the revolving credit facility from \$1.0 billion to \$750 million.

The foregoing summary of the Amendment is not intended to be complete and is qualified in its entirety by the complete text of the Amendment that is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

### ***Letter Agreement with DuPont***

In connection with the Amendment, the Company entered into a Letter Agreement with E. I. du Pont de Nemours and Company (“DuPont”). The obligations under the Letter Agreement became effective upon the Company’s entry into the Amendment. Pursuant to the Letter Agreement, certain cash payment obligations and working capital true-ups contemplated by the Separation Agreement dated June 26, 2015 between the Company and DuPont were extinguished without any liability on the part of the Company or DuPont. In addition, the Letter Agreement provides for DuPont and the Company to finalize in good faith, on customary market terms and conditions, advance purchases by DuPont of specified services and materials under existing agreements with the Company, in an amount equal to approximately \$190 million.

The foregoing summary of the Letter Agreement is not intended to be complete and is qualified in its entirety by the complete text of the Letter Agreement that is attached as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference.

### ***Indemnification Agreements***

On February 23, 2016, the Company entered into indemnification agreements with its current directors and officers. The indemnification agreements supplement the indemnification provisions applicable under the Company’s Amended and Restated Certificate of Incorporation, the Company’s Amended and Restated Bylaws, and the General Corporation Law of the State of Delaware.

Among the terms and conditions of the indemnification agreements are provisions providing for director and officer indemnitees to be indemnified in the context of certain third-party proceedings and proceedings by or in the right of the Company. The agreements also provide for, under certain circumstances, indemnification against certain expenses to the extent an indemnitee is wholly or partly successful in a proceeding, and to the extent an indemnitee is a witness or otherwise asked to participate in a proceeding to which the indemnitee is not a party. Also, under certain conditions, the indemnification agreements provide for the advancement of certain expenses from the Company to an indemnitee.

The foregoing summary of the indemnification agreements is not intended to be complete and is qualified in its entirety by the complete text of the form of indemnification agreement that is to be attached as an exhibit to the Company’s Annual Report on Form 10-K for the year ended December 31, 2015.

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

(d) Exhibits.

- 10.1 Amendment No. 2 to the Credit Agreement dated February 19, 2016 by and among The Chemours Company, the lenders and issuing banks party thereto and JPMorgan Chase Bank, N.A., as administrative agent.
- 10.2 Letter Agreement dated January 28, 2016 by and between The Chemours Company and E. I. du Pont de Nemours and 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

**By:** /s/ Mark E.  
Newman \_\_\_\_\_

Mark E. Newman  
Senior Vice  
President and  
Chief Financial  
Officer

Date: February 23, 2016

AMENDMENT NO. 2 dated as of February 19, 2016 (this "Amendment"), to the CREDIT AGREEMENT dated as of May 12, 2015 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among THE CHEMOURS COMPANY, a Delaware corporation (the "Borrower"), the LENDERS and ISSUING BANKS party thereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent"). Capitalized terms used in this Amendment but not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

WHEREAS pursuant to the Credit Agreement, the Lenders and the Issuing Banks have agreed to extend credit to the Borrower on the terms and subject to the conditions set forth therein;

WHEREAS the Borrower has requested that certain provisions of the Credit Agreement be amended as set forth herein; and

WHEREAS the undersigned Lenders are willing to amend such provisions of the Credit Agreement, in each case on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the conditions set forth herein, the parties hereto hereby agree as follows:

SECTION 1. Amendments to Section 1.01. Section 1.01 of the Credit Agreement is hereby amended as follows:

(a) The following new definitions are hereby added to Section 1.01 of the Credit Agreement in the appropriate alphabetical order:

"Applicable Total Net Leverage Ratio" means, for any date during any period set forth below, the ratio set forth below opposite such period:

<u>Period</u>	<u>Ratio</u>
Effective Date through December 31, 2015	5.75 to 1.00
January 1, 2016, through June 30, 2016	5.50 to 1.00
July 1, 2016, through September 30, 2016	5.25 to 1.00
October 1, 2016, through December 31, 2016	5.00 to 1.00
January 1, 2017, through December 31, 2017	4.75 to 1.00
January 1, 2018, and thereafter	4.50 to 1.00

“Interest Expense Coverage Ratio” means, on any date, the ratio of (a) Consolidated EBITDA to (b) Consolidated Cash Interest Expense, in each case for the period of four consecutive fiscal quarters of the Borrower ended on such date (or, if such date is not the last day of a fiscal quarter of the Borrower, ended on the last day of the fiscal quarter of the Borrower most recently ended prior to such date).

(b) The definition of the term “Consolidated EBITDA” in Section 1.01 of the Credit Agreement is hereby amended as follows:

(i) by replacing the text “set forth in Section 6.12” in clause (b)(vii) of the definition of “Consolidated EBITDA” with the text “of the Interest Expense Coverage Ratio”

(ii) by replacing in its entirety the last paragraph of such definition with the following text:

Notwithstanding anything in this Agreement to the contrary and solely for the purpose of calculating the financial maintenance covenants set forth in Sections 6.12 and 6.13 and for calculating the Total Net Leverage Ratio and the Interest Expense Coverage Ratio, as applicable, in each of the definition of “Permitted Acquisition”, Section 2.21(a), Section 5.13 and clauses (g) and (p) of Section 6.01 (but not for any calculation of the Total Net Leverage Ratio in the definition of “Permitted Acquisition” or clause (g) or (p) of Section 6.01 referenced in the parenthetical statement therein following the termination of the Revolving Commitments and the reduction of the Revolving Exposure to zero) (and without duplication of any adjustment to Consolidated EBITDA resulting from the determination of Consolidated EBITDA on a Pro Forma Basis in accordance with Section 1.05), the determination of Consolidated EBITDA for any period of four fiscal quarters of the Borrower shall give pro forma effect to all expected cost savings (without duplication of actual cost savings) resulting from any Permitted Cost Savings Action (as defined below), to the extent that such cost savings are factually supportable and have been realized or are reasonably expected to be realized within 365 days after the date on which the conditions for such Permitted Cost Savings Action specified in clauses (a) and (b) of the definition thereof have been satisfied; provided that (a) the Borrower shall have delivered to the Administrative Agent a certificate of the chief financial officer of the Borrower, in form and substance reasonably satisfactory to the Administrative Agent, certifying that such cost savings meet the requirements set forth in this sentence, together with reasonably detailed evidence in support thereof, (b) if any cost savings included in any pro forma calculations based on the expectation that such cost savings will be realized within 365 days after the date on which the conditions for

such Permitted Cost Savings Action specified in clauses (a) and (b) of the definition thereof have been satisfied shall at any time cease to be reasonably expected to be so realized within such period, then on and after such time pro forma calculations required hereunder shall not reflect such cost savings and (c) the aggregate amount of cost savings included in any calculation based upon this sentence shall not exceed (i) solely for the purpose of calculating the financial maintenance covenants set forth in Sections 6.12 and 6.13, for any period of four fiscal quarters of the Borrower (x) ending on or prior to June 30, 2017, \$125,000,000 and (y) ending after June 30, 2017, \$80,000,000 and (ii) for any other purpose described in this paragraph, for any period of four fiscal quarters of the Borrower (x) ending on or prior to June 30, 2016, \$115,000,000 and (y) ending after June 30, 2016, \$80,000,000. For purposes hereof, "Permitted Cost Savings Action" means any action that (a) is authorized by the Borrower and (b) with respect to which a charge to Consolidated Net Income has been taken, so long as such authorization and the related charge to Consolidated Net Income occur after the Effective Date and prior to (i) solely for the purpose of calculating the financial maintenance covenants set forth in Sections 6.12 and 6.13, July 1, 2017, and (ii) for any other purpose described in this paragraph, July 1, 2016.

(c) The definition of the term "Permitted Acquisition" in Section 1.01 of the Credit Agreement is hereby amended by replacing in its entirety clause (d) of such definition with the following text:

(d) the Total Net Leverage Ratio, calculated on a Pro Forma Basis after giving effect to such acquisition as of the last day of the most recently ended fiscal quarter of the Borrower, does not exceed the Applicable Total Net Leverage Ratio as of such day (or, if the Revolving Commitments have been terminated and the Revolving Exposure has been reduced to zero, the Total Net Leverage Ratio, calculated on a Pro Forma Basis after giving effect to such acquisition as of the last day of the most recently ended fiscal quarter of the Borrower, is less than 4.50 to 1.00)

(d) The definition of the term "Senior Secured Debt" in Section 1.01 of the Credit Agreement is hereby amended by adding the following sentence at the end of such definition:

Solely for the purpose of calculating the financial maintenance covenant set forth in Section 6.13, Indebtedness in respect of any Permitted Receivables Facility that does not otherwise qualify as Senior Secured Debt shall be deemed to be Senior Secured Debt.

(e) The definition of the term “Senior Secured Net Leverage Ratio” in Section 1.01 of the Credit Agreement is hereby amended by replacing in its entirety clause (a)(ii) of such definition with the following text:

(ii) Unrestricted Cash as of such date (provided, however, that, solely for the purpose of calculating the financial maintenance covenant set forth in Section 6.13, the amount of Unrestricted Cash so deducted pursuant to this clause (ii) shall not exceed \$400,000,000)

SECTION 2. Amendment to Section 1.06. Section 1.06(b) of the Credit Agreement is hereby amended by replacing in their entirety clauses (A) and (B) of such Section with the following text:

(A) testing the financial maintenance covenants under Sections 6.12 and 6.13 and for calculating the Total Net Leverage Ratio and the Interest Expense Coverage Ratio, as applicable, in each of the definition of “Permitted Acquisition”, Section 2.21(a), Section 5.13 and clauses (g) and (p) of Section 6.01 (but not for any calculation of the Total Net Leverage Ratio in the definition of “Permitted Acquisition” or clause (g) or (p) of Section 6.01 referenced in the parenthetical statement therein following the termination of the Revolving Commitments and the reduction of the Revolving Exposure to zero), at the Exchange Rate as of the last day of the fiscal quarter for which such measurement is being made, and (B) calculating the Consolidated Cash Interest Expense, the Senior Secured Net Leverage Ratio and the Total Net Leverage Ratio (other than for purposes of determining compliance with Sections 6.12 and 6.13 and for purposes of the other calculations expressly referenced in the immediately preceding clause (A)), at the Exchange Rate as of the date of calculation, and will, in the case of Indebtedness, reflect the currency translation effects, determined in accordance with GAAP, of Hedging Agreements permitted hereunder for currency exchange risks with respect to the applicable currency in effect on the date of determination of the Dollar Equivalent of such Indebtedness

SECTION 3. Amendments to Section 2.21. Section 2.21(a) of the Credit Agreement is hereby amended as follows:

(a) by replacing in its entirety the text of subclause (C) of such Section occurring prior to the first proviso of such subclause with the following text:

(C) after giving effect to such Incremental Extension of Credit and the application of the proceeds therefrom (and assuming that the full amount of such Incremental Extension of Credit shall have been funded as Loans as of such date), (x) the Interest Expense Coverage Ratio, calculated on a Pro Forma Basis as of the last day of the most recently ended fiscal quarter of the Borrower, is not less than 3.00 to 1.00 and (y) the Total Net

Leverage Ratio, calculated on a Pro Forma Basis as of the last day of the most recently ended fiscal quarter of the Borrower, does not exceed the Applicable Total Net Leverage Ratio as of such day

(b) by replacing the text “ratio of Consolidated EBITDA to Consolidated Cash Interest Expense” in clause (C) of such Section with the text “Interest Expense Coverage Ratio”

SECTION 4. Amendment to Section 5.01. Section 5.01 of the Credit Agreement is hereby amended by adding the following new subclause (D) to clause (c)(ii) of such Section:

and (D) of the Senior Secured Net Leverage Ratio and the Interest Expense Coverage Ratio (in each case, calculated without giving effect to any adjustment or other term that is applicable to the calculation of such ratio solely for the purpose of calculating the financial maintenance covenant set forth in Section 6.12 or Section 6.13, as applicable) and of the Total Net Leverage Ratio, in each case as of the last day of the fiscal year or fiscal quarter of the Borrower, as applicable, covered by the financial statements delivered pursuant to such clause (a) or clause (b), as applicable, together with such certificate

SECTION 5. Amendment to Section 5.13. Section 5.13 of the Credit Agreement is hereby amended by replacing in its entirety clause (b) of such Section with the following text:

(b) immediately after giving effect to such designation, (i) the Interest Expense Coverage Ratio, calculated on a Pro Forma Basis as of the last day of the most recently ended fiscal quarter of the Borrower, is not less than 3.00 to 1.00 and (y) the Total Net Leverage Ratio, calculated on a Pro Forma Basis as of the last day of the most recently ended fiscal quarter of the Borrower, does not exceed the Applicable Total Net Leverage Ratio as of such day, and the Borrower shall have delivered to the Administrative Agent a certificate of a Financial Officer setting forth reasonably detailed calculations demonstrating compliance with this clause (b)

SECTION 6. Amendments to Section 6.01. Section 6.01 of the Credit Agreement is hereby amended as follows:

(a) Clause (g) of Section 6.01 of the Credit Agreement is hereby amended by replacing in its entirety the second proviso of such clause with the following text:

provided, further, that, immediately after giving effect to any incurrence of Indebtedness in accordance with this clause (g), the Total Net Leverage



Ratio, calculated on a Pro Forma Basis after giving effect to such incurrence as of the last day of the most recently ended fiscal quarter of the Borrower, does not exceed the Applicable Total Net Leverage Ratio as of such day (or, if the Revolving Commitments have been terminated and the Revolving Exposure has been reduced to zero, the Total Net Leverage Ratio, calculated on a Pro Forma Basis after giving effect to such incurrence as of the last day of the most recently ended fiscal quarter of the Borrower, is less than 4.50 to 1.00)

(b) Clause (p) of Section 6.01 of the Credit Agreement is hereby amended by replacing in its entirety subclause (ii) of such clause with the following text:

(ii) the Total Net Leverage Ratio, calculated on a Pro Forma Basis after giving effect to such incurrence as of the last day of the most recently ended fiscal quarter of the Borrower, does not exceed the Applicable Total Net Leverage Ratio as of such day (or, if the Revolving Commitments have been terminated and the Revolving Exposure has been reduced to zero, the Total Net Leverage Ratio, calculated on a Pro Forma Basis after giving effect to such incurrence as of the last day of the most recently ended fiscal quarter of the Borrower, is less than 4.50 to 1.00)

SECTION 7. Amendment to Section 6.12. Section 6.12 of the Credit Agreement is hereby amended in its entirety to read as follows:

SECTION 6.12. Interest Expense Coverage Ratio. Solely with respect to the Revolving Commitments and the Revolving Exposure, the Borrower will not permit the Interest Expense Coverage Ratio for any period of four consecutive fiscal quarters of the Borrower ending on or about any date during any period set forth below to be less than the ratio set forth below opposite such period (provided that the Borrower shall not be required to comply with the financial maintenance covenant set forth in this Section at any time during the continuance of an Investment Grade Rating Period):

<u>Period</u>	<u>Ratio</u>
October 1, 2015, through June 30, 2017	1.75 to 1.00
July 1, 2017, through December 31, 2017	2.00 to 1.00
January 1, 2018, through June 30, 2018	2.25 to 1.00
July 1, 2018, through December 31, 2018	2.50 to 1.00
January 1, 2019, and thereafter	3.00 to 1.00

SECTION 8. Amendment to Section 6.13. Section 6.13 of the Credit Agreement is hereby amended in its entirety to read as follows:

SECTION 6.13. Senior Secured Net Leverage Ratio. Solely with respect to the Revolving Commitments and the Revolving Exposure, the Borrower will not permit the Senior Secured Net Leverage Ratio for any period of four consecutive fiscal quarters of the Borrower ending on or about any date during any period set forth below to exceed the ratio set forth below opposite such period:

<u>Period</u>	<u>Ratio</u>
October 1, 2015, through December 31, 2016	3.50 to 1.00
January 1, 2017, through June 30, 2017	3.00 to 1.00
July 1, 2017, through December 31, 2017	2.75 to 1.00
January 1, 2018, through June 30, 2018	2.50 to 1.00
July 1, 2018, through December 31, 2018	2.25 to 1.00
January 1, 2019, and thereafter	2.00 to 1.00

SECTION 9. Representations and Warranties. The Borrower represents and warrants to the Administrative Agent and to each of the Lenders and the Issuing Banks that:

(a) This Amendment has been duly authorized, executed and delivered by it and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) The representations and warranties of each Loan Party set forth in the Loan Documents are true and correct in all material respects (or, in the case of representations and warranties qualified as to materiality, in all respects) on and as of the date hereof (other than with respect to any representation and warranty that expressly relates to a prior date, in which case such representation and warranty is true and correct in all material respects (or in all respects, as applicable) as of such earlier date).

(c) At the time of and immediately after giving effect to this Amendment, no Default shall have occurred and be continuing.

SECTION 10. Effectiveness. This Amendment shall become effective as of the date first above written (the "Amendment Effective Date") when (a) the Administrative Agent shall have received counterparts of this Amendment that, when taken together, bear the signatures of the Borrower and a Majority in Interest of the Revolving Lenders and (b) the Administrative Agent and the Lenders shall have received payment of all fees and expenses required to be paid or reimbursed by the Borrower or any other Loan Party under or in connection with this Amendment and any other Loan Document, including those fees and expenses set forth in Section 15 hereof.

SECTION 11. Revolving Commitment Reduction. The Borrower hereby irrevocably requests that, effective as of the Amendment Effective Date, the Revolving Commitments be reduced in accordance with Sections 2.08(b) and (c) of the Credit Agreement by an aggregate amount equal to \$250,000,000 (the "Commitment Reduction"). The foregoing request constitutes the notification to the Administrative Agent required pursuant to Section 2.08(c) of the Credit Agreement, and the Lenders party hereto hereby waive the three Business Days advance notice required by Section 2.08(c) of the Credit Agreement with respect to the foregoing request.

SECTION 12. Credit Agreement. Except as expressly set forth herein, this Amendment (a) shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders, the Administrative Agent, the Borrower or any other Loan Party under the Credit Agreement or any other Loan Document and (b) shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Borrower or any other Loan Party to any future consent to, or waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances. After the date hereof, any reference in the Loan Documents to the Credit Agreement shall mean the Credit Agreement as modified hereby. This Amendment shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents.

SECTION 13. Applicable Law; Waiver of Jury Trial. (a) **THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

(b) **EACH PARTY HERETO HEREBY AGREES AS SET FORTH IN SECTION 9.10 OF THE CREDIT AGREEMENT AS IF SUCH SECTION WERE SET FORTH IN FULL HEREIN.**

SECTION 14. Counterparts; Amendment. This Amendment may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment. This Amendment may not be amended nor may any provision hereof be waived except pursuant to a writing signed by the Borrower, the Administrative Agent and a Majority in Interest of the Revolving Lenders.

SECTION 15. Fees and Expenses. (a) The Borrower agrees to pay to the Administrative Agent, for the account of each Lender that consents to this Amendment by 5:00 p.m., New York City time, on February 17, 2016, an amendment fee (the "Amendment Fee") in an amount equal to 0.15% of the Revolving Commitment of

such Lender immediately prior to the effectiveness of this Amendment (for the avoidance of doubt, determined prior to giving effect to the Commitment Reduction). The Amendment Fee will be paid in immediately available funds on, and subject to the occurrence of, the Amendment Effective Date.

(b) The Borrower agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Amendment to the extent required under Section 9.03 of the Credit Agreement.

SECTION 16. Headings. The Section headings used herein are for convenience of reference only, are not part of this Amendment and are not to affect the construction of, or to be taken into consideration in interpreting, this Amendment.

[Signature Pages Follow]

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

THE CHEMOURS COMPANY

By

/s/ Sameer Ralhan

\_\_\_\_\_  
Name: Sameer Ralhan

Title: Treasurer

JPMORGAN CHASE BANK, N.A., individually and as  
Administrative Agent,

By

/s/ Peter S. Predun

---

Name: Peter S. Predun

Title: Executive Director

LENDERS UNDER THE CREDIT  
AGREEMENT

SIGNATURE PAGE TO AMENDMENT  
NO. 2 TO THE CREDIT AGREEMENT  
DATED AS OF MAY 12, 2015, AMONG  
THE CHEMOURS COMPANY, THE  
LENDERS AND ISSUING BANKS  
PARTY THERETO AND JPMORGAN  
CHASE BANK, N.A., AS  
ADMINISTRATIVE AGENT

Name of Institution:

Bank of America, N.A.

---

By

/s/ Chris DiBiase

---

Name: Chris DiBiase

Title: Director

For those Lenders requiring a second  
signature:

By

---

Name:

Title:

LENDERS UNDER THE CREDIT  
AGREEMENT

SIGNATURE PAGE TO AMENDMENT  
NO. 2 TO THE CREDIT AGREEMENT  
DATED AS OF MAY 12, 2015, AMONG  
THE CHEMOURS COMPANY, THE  
LENDERS AND ISSUING BANKS  
PARTY THERETO AND JPMORGAN  
CHASE BANK, N.A., AS  
ADMINISTRATIVE AGENT

THE BANK OF TOKYO-MITSUBISHI  
UFG, LTD:

---

By

/s/ Mustafa Kahn

Name: Mustafa Kahn

Title: Director



LENDERS UNDER THE CREDIT  
AGREEMENT

SIGNATURE PAGE TO AMENDMENT  
NO. 2 TO THE CREDIT AGREEMENT  
DATED AS OF MAY 12, 2015, AMONG  
THE CHEMOURS COMPANY, THE  
LENDERS AND ISSUING BANKS  
PARTY THERETO AND JPMORGAN  
CHASE BANK, N.A., AS  
ADMINISTRATIVE AGENT

Name of Institution: Barclays Bank PLC

---

By

/s/ Ronnie Glenn

---

Name: Ronnie Glenn

Title: Vice President

LENDERS UNDER THE CREDIT  
AGREEMENT

SIGNATURE PAGE TO AMENDMENT  
NO. 2 TO THE CREDIT AGREEMENT  
DATED AS OF MAY 12, 2015, AMONG  
THE CHEMOURS COMPANY, THE  
LENDERS AND ISSUING BANKS  
PARTY THERETO AND JPMORGAN  
CHASE BANK, N.A., AS  
ADMINISTRATIVE AGENT

BNP Paribas:

---

By

/s/ Michael Pearce

Name: Michael Pearce

Title: Managing Director

By

/s/ Michael Hoffman

Name: Michael Hoffman

Title: Vice President

LENDERS UNDER THE CREDIT  
AGREEMENT

SIGNATURE PAGE TO AMENDMENT  
NO. 2 TO THE CREDIT AGREEMENT  
DATED AS OF MAY 12, 2015, AMONG  
THE CHEMOURS COMPANY, THE  
LENDERS AND ISSUING BANKS  
PARTY THERETO AND JPMORGAN  
CHASE BANK, N.A., AS  
ADMINISTRATIVE AGENT

Name of Institution:

Citibank, N.A.  
\_\_\_\_\_

By

/s/ John Tucker  
\_\_\_\_\_

Name: John Tucker

Title: Vice President

For those Lenders requiring a second  
signature:

By

\_\_\_\_\_  
Name:

Title:

LENDERS UNDER THE CREDIT  
AGREEMENT

SIGNATURE PAGE TO AMENDMENT  
NO. 2 TO THE CREDIT AGREEMENT  
DATED AS OF MAY 12, 2015, AMONG  
THE CHEMOURS COMPANY, THE  
LENDERS AND ISSUING BANKS  
PARTY THERETO AND JPMORGAN  
CHASE BANK, N.A., AS  
ADMINISTRATIVE AGENT

Name of Institution:

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH

---

By

/s/ Bill O'Daly

Name: BILL O'DALY

Title: AUTHORIZED SIGNATORY

For those Lenders requiring a second  
signature:

By

/s/ Max Wallins

Name: Max Wallins

Title: Authorized Signatory

LENDERS UNDER THE CREDIT  
AGREEMENT

SIGNATURE PAGE TO AMENDMENT  
NO. 2 TO THE CREDIT AGREEMENT  
DATED AS OF MAY 12, 2015, AMONG  
THE CHEMOURS COMPANY, THE  
LENDERS AND ISSUING BANKS  
PARTY THERETO AND JPMORGAN  
CHASE BANK, N.A., AS  
ADMINISTRATIVE AGENT

Name of Institution:

GOLDMAN SACHS BANK USA

By

/s/ Jerry Li

Name: JERRY LI

Title: AUTHORIZED SIGNATORY

For those Lenders requiring a second  
signature:

By

\_\_\_\_\_  
Name:

Title:



LENDERS UNDER THE CREDIT  
AGREEMENT

SIGNATURE PAGE TO AMENDMENT  
NO. 2 TO THE CREDIT AGREEMENT  
DATED AS OF MAY 12, 2015, AMONG  
THE CHEMOURS COMPANY, THE  
LENDERS AND ISSUING BANKS  
PARTY THERETO AND JPMORGAN  
CHASE BANK, N.A., AS  
ADMINISTRATIVE AGENT

Name of Institution:

Mizuho Bank, Ltd.  
\_\_\_\_\_

By

/s/ Donna DeMagistris

Name: Donna DeMagistris

Title: Authorized Signatory

LENDERS UNDER THE CREDIT  
AGREEMENT

SIGNATURE PAGE TO AMENDMENT  
NO. 2 TO THE CREDIT AGREEMENT  
DATED AS OF MAY 12, 2015, AMONG  
THE CHEMOURS COMPANY, THE  
LENDERS AND ISSUING BANKS  
PARTY THERETO AND JPMORGAN  
CHASE BANK, N.A., AS  
ADMINISTRATIVE AGENT

Name of Institution:

ROYAL BANK OF CANADA

By

/s/ James F. Disher

Name: James F. Disher

Title: Authorized Signatory



LENDERS UNDER THE CREDIT  
AGREEMENT

SIGNATURE PAGE TO AMENDMENT  
NO. 2 TO THE CREDIT AGREEMENT  
DATED AS OF MAY 12, 2015, AMONG  
THE CHEMOURS COMPANY, THE  
LENDERS AND ISSUING BANKS  
PARTY THERETO AND JPMORGAN  
CHASE BANK, N.A., AS  
ADMINISTRATIVE AGENT

Name of Institution:

SANTANDER BANK, N.A.

By

/s/ William Maag

Name: William Maag

Title: Managing Director



## LETTER AGREEMENT

January 28, 2016

Stacy L. Fox  
E. I. du Pont de Nemours & Company  
974 Centre Road, CRP730/5125  
Wilmington, DE 19805

Dear Stacy,

Reference is made to the Separation Agreement, dated as of June 26, 2015, by and between E. I. du Pont de Nemours and Company (“DuPont”) and the Chemours Company (“Chemours”) (the “MSA”). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the MSA, and Section numbers referred to herein shall be deemed to refer to the corresponding Sections of the MSA.

Each of DuPont and Chemours has been engaged in good faith discussions related to certain terms of the MSA and a process by which Chemours is seeking amendments to its existing borrowing arrangements as summarized on Exhibit A hereto (the “Facility Amendments”).

In furtherance of these discussions, and in respect of good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- (1) Without changing the terms of the MSA, including without limitation the terms of Section 2.13 of the MSA, neither party shall be obligated to pay the other any of the amounts contemplated by Section 2.13. For the avoidance of doubt, and in furtherance and not in limitation of the foregoing (a) neither Dupont nor Chemours shall be obligated to pay any amount with respect to the Preliminary Cash Adjustment under Sections 2.13(b)(vi)(A) and 2.13(b)(vii) of the MSA; (b) Chemours shall not be obligated to pay any amount with respect to the Final GCAP Cash-Comparable Items Adjustment Amount under Sections 2.13(c)(v) and 2.13(c)(vi) of the MSA; and (c) neither DuPont nor Chemours shall be obligated to pay any interest on the amounts set forth in the preceding clauses (a) and (b), which would otherwise be contemplated by Section 2.13(d) of the MSA.
- (2) DuPont and Chemours will promptly finalize in good faith, on customary market terms and conditions, advance purchases by DuPont of specified services and materials under existing agreements with Chemours, in an amount equal to approximately \$190 million.
- (3) The parties agree and acknowledge that the foregoing understandings are contingent upon the entry by Chemours into the Facility Amendments.
- (4) The parties each hereby represent and warrant that they have all requisite power and authority to enter into this letter agreement and to perform their respective obligations hereunder, including the approval of their respective Boards of Directors.

- (5) The parties agree to keep this letter agreement and the discussions related thereto and any materials received in connection herewith strictly confidential, other than as required to be disclosed under law (it being agreed and acknowledged that Chemours intends to, following its entering into definitive agreements with its lenders to effectuate the Facility Amendments, disclose this letter agreement in compliance with its disclosure obligations under the federal securities laws), and provided that the parties may share this letter agreement with their representatives and counsel, in each case on the condition that such parties agree to keep the terms of this letter agreement confidential, and that Chemours may share with its lenders solely to the extent necessary to facilitate the Facility Amendments. The parties further agree that they will cooperate and consult in advance and in good faith regarding any disclosure required by federal securities laws.
- (6) Except as expressly set forth in this letter agreement, neither DuPont nor Chemours waives, and each of DuPont and Chemours hereby expressly reserves, all of its rights and remedies, including, without limitation, with respect to the MSA.

Please sign below to indicate your agreement to the foregoing.

E. I. DU PONT DE NEMOURS AND COMPANY

By: /s/ Stacy L. Fox

Name: Stacy L. Fox

Title: Senior Vice President and  
General Counsel

THE CHEMOURS COMPANY

By: /s/ David C. Shelton

Name: David C. Shelton

Title: SVP, General Counsel and Corporate Secretary