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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM S-8  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

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**The Chemours Company**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

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

**1007 Market Street, Wilmington, Delaware 19899**  
(Address, including zip code, and telephone number, including area code, of principal executive offices)

**THE CHEMOURS COMPANY  
MANAGEMENT DEFERRED COMPENSATION PLAN**  
(Full title of the plan)

**David C. Shelton, Esq.**  
**General Counsel**  
**The Chemours Company**  
**1007 Market Street, Wilmington, Delaware 19899**  
(Name and address of agent for service)

**Telephone number, including area code, of agent for service: (302) 773-1000**

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Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer  (Do not check if a smaller reporting company)

Smaller reporting company

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**CALCULATION OF REGISTRATION FEE**

<b>Title of securities to be registered</b>	<b>Amount to be registered</b>	<b>Proposed maximum offering price per share</b>	<b>Proposed maximum aggregate offering price</b>	<b>Amount of registration fee</b>
Deferred Compensation Obligations (1)	\$15,000,000	N/A	\$15,000,000	\$1,743.00

(1) The Deferred Compensation Obligations are unsecured obligations of The Chemours Company (“Chemours” or “Registrant”) to pay deferred compensation in the future in accordance with the terms of The Chemours Company Management Deferred Compensation Plan (the “Plan”).

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## EXPLANATORY NOTE

This Registration Statement on Form S-8 is being filed for the purpose of registering an aggregate amount of \$15,000,000 deferred compensation obligations to be offered pursuant to The Chemours Company Management Deferred Compensation Plan.

### PART I

Information required by Part I to be contained in the Section 10(a) prospectus is omitted from this Registration Statement in accordance with Rule 428(b)(1) of the Securities Act, and the introductory note to Part I of Form S-8. The documents containing the information specified in Part I have been or will be delivered to the participants in the Plan as required by Rule 428(b).

### PART II

#### ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The following documents, which have been filed by the Registrant with the Securities and Exchange Commission (the "Commission"), are incorporated herein by reference:

1. our Registration Statement on Form 10 initially filed on December 18, 2014, as amended by Amendment No. 1 on February 12, 2015, Amendment No. 2 on April 21, 2015, Amendment No. 3 on May 13, 2015, and Amendment No. 4 on June 5, 2015, under the Securities Exchange Act of 1934, as amended (the "Exchange Act");
2. our Current Report on Form 8-K dated June 19, 2015; and
3. the description of our Common Stock contained in our Information Statement filed as Exhibit 99.1 to the Registration Statement on Form 10 dated June 5, 2015, including any amendment or report filed for the purpose of updating such description.

All documents filed by Chemours with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of this Registration Statement (other than any such documents or portions thereof that are furnished under Item 2.02 or Item 7.01 of a Current Report on Form 8-K, unless otherwise indicated therein, including any exhibits included with such Items), prior to the filing of a post-effective amendment that indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents. Unless otherwise stated in the applicable reports, information furnished under Item 2.02 or 7.01 of a Current Report on Form 8-K shall not be incorporated by reference.

Any statement contained in this Registration Statement or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained or incorporated by reference herein or in any subsequently filed document which is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

#### ITEM 4. DESCRIPTION OF SECURITIES.

Not applicable.

#### ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

David C. Shelton, who is providing the legal opinion attached as Exhibit 5.1 hereto, is employed by the Registrant as its General Counsel and is eligible to participate in the Plan.

**ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.**

The Delaware General Corporation Law (the “DGCL”) authorizes corporations to limit or eliminate the personal liability of directors to corporations and their stockholders for monetary damages for breaches of directors’ fiduciary duties as directors, and our amended and restated certificate of incorporation will include such an exculpation provision. Under the provisions of our amended and restated certificate of incorporation and bylaws, each person who is or was one of our directors or officers shall be indemnified by us as of right to the full extent permitted by the DGCL.

Under the DGCL, to the extent that a person is successful on the merits in defense of a suit or proceeding brought against him because he is or was one of our directors or officers, he shall be indemnified against expenses (including attorneys’ fees) actually and reasonably incurred in connection with such action. If unsuccessful in defense of a third-party civil suit or a criminal suit, or if such a suit is settled, that person shall be indemnified against both (i) expenses, including attorneys’ fees, and (ii) judgments, fines and amounts paid in settlement if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, our best interests and, with respect to any criminal action, had no reasonable cause to believe his conduct was unlawful. If unsuccessful in defense of a suit brought by or in our right, or if such suit is settled, that person shall be indemnified only against expenses, including attorneys’ fees, incurred in the defense or settlement of the suit if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, our best interests, except that if he is adjudged to be liable for negligence or misconduct in the performance of his duty to us, he cannot be made whole even for expenses unless the court determines that he is fairly and reasonably entitled to indemnity for such expenses.

Under our amended and restated certificate of incorporation and bylaws, the right to indemnification includes the right to be paid by us the expenses incurred in defending any action, suit or proceeding in advance of its final disposition, subject to the receipt by us of undertakings as may be legally defined. In any action by an indemnitee to enforce a right to indemnification or by us to recover advances made, the burden of proving that the indemnitee is not entitled to be indemnified is placed on us.

We maintain liability insurance for our directors and officers to provide protection where we cannot legally indemnify a director or officer and where a claim arises under the Employee Retirement Income Security Act of 1974 against a director or officer based on an alleged breach of fiduciary duty or other wrongful act and directors’ and officers’ liability insurance for our directors and officers.

The foregoing is only a general summary of certain aspects of Delaware law and our certificate of incorporation and bylaws dealing with indemnification of directors and officers and does not purport to be complete. It is qualified in its entirety by reference to the detailed provisions of those sections of the DGCL referenced above and our certificate of incorporation and bylaws.

**ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.**

Not applicable.

**ITEM 8. EXHIBITS.**

The list of exhibits is set forth under “Exhibit Index” at the end of this Registration Statement and is incorporated herein by reference.

**ITEM 9. UNDERTAKINGS.**

- (a) The undersigned Registrant hereby undertakes:
  - (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
    - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
    - (ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that the undertakings set forth in paragraphs (a)(1)(i) and (a)(1)(ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmington, State of Delaware, on June 30, 2015.

### THE CHEMOURS COMPANY

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

## POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Mark E. Newman and Amy P. Trojanowski, and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments to this Registration Statement (including all pre-effective and post-effective amendments and registration statements filed pursuant to Rule 462 of the Securities Act of 1933), and to file the same with all exhibits thereto, and other documents in connection therewith, with the Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each act and thing requisite and necessary to be done, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the date indicated.

<u>/s/ Mark P. Vergnano</u> Mark P. Vergnano	Chief Executive Officer (Principal Executive Officer)	June 30, 2015
<u>/s/ Mark E. Newman</u> Mark E. Newman	Chief Financial Officer (Principal Financial Officer)	June 30, 2015
<u>/s/ Amy P. Trojanowski</u> Amy P. Trojanowski	Corporate Controller (Principal Accounting Officer)	June 30, 2015
<u>/s/ Curtis J. Crawford</u> Curtis J. Crawford	Director	June 30, 2015
<u>/s/ Michael P. Heffernan</u> Michael P. Heffernan	Director	June 30, 2015
<u>/s/ Nigel Pond</u> Nigel Pond	Director	June 30, 2015
<u>/s/ Steven Zelac</u> Steven Zelac	Director	June 30, 2015

**EXHIBIT INDEX**

<b>Exhibit Number</b>	<b>Description</b>
3.1	Form of Amended and Restated Certificate of Incorporation of The Chemours Company (incorporated by reference to Exhibit 3.1 of Amendment No. 4 to Chemours' Registration Statement on Form 10 filed on June 5, 2015).
3.2	Form of Amended and Restated Bylaws of The Chemours Company (incorporated by reference to Exhibit 3.2 of Amendment No. 4 to Chemours' Registration Statement on Form 10 filed on June 5, 2015).
4.1	The Chemours Company Management Deferred Compensation Plan.*
5.1	Opinion of David C. Shelton, Esq.*
23.1	Consent of PricewaterhouseCoopers LLP.*
23.2	Consent of David C. Shelton, Esq. (included in Exhibit 5.1).*
24.1	Power of Attorney (included on signature page).*

\* Filed herewith.

**THE CHEMOURS COMPANY  
MANAGEMENT DEFERRED COMPENSATION PLAN**

**Article 1. Purpose.** The Chemours Company (“Company”) desires to provide certain of its employees with an opportunity to accumulate additional retirement savings through voluntary compensation deferral contributions to a plan intended to constitute a non-qualified deferred compensation plan which, in accordance with Sections 201(2), 301(a)(3) and 401(a)(1) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), is unfunded and maintained by the Company primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees. The Company intends that a participant’s compensation deferrals, and the earnings thereon, will not be subject to federal income tax until such amounts are paid or made available to the participant. The Plan shall be effective as of the Effective Date.

**Article 2. Definitions.**

Section 2.01 “Account” means each account established on the books of account of the Employer to reflect the balance of Plan benefits attributable to a Participant. An Account shall be credited or debited, as applicable, with Deferral Contributions, Credited Investment Return and Dividend Equivalent Units, and any payments made by the Employer to the Participant or the Participant’s Beneficiary pursuant to this Plan. A Participant’s Account shall be divided into Directed Investment Subaccounts, with respect to which he/she shall be permitted to make Deemed Investment Elections, and Stock Unit Subaccounts, with respect to which he/she shall not be permitted to make Deemed Investment Elections.

Section 2.02 “Active Participant” means a Participant on whose behalf a current Deferral Election is in effect.

Section 2.03 “Administrator” means the Company.

Section 2.04 “Affiliate” means any corporation, organization or entity which is under common control with the Company or which is otherwise required to be aggregated with the Company pursuant to paragraphs (b), (c), (m), or (o) of Section 414 of the Code.

Section 2.05 “Base Salary” means the basic pay from the Employer (excluding LTI Awards and STI Awards, distributions from nonqualified deferred compensation plans, commissions, overtime, severance, fringe benefits, stock options and other equity awards, relocation expenses, incentive payments, non-monetary awards, automobile and other allowances (whether or not such allowances are included in the Employee’s gross income) and other non-regular forms of compensation paid to a Participant for employment services rendered). Base Salary shall be calculated before reduction for compensation voluntarily deferred or contributed by the Participant pursuant to all qualified or nonqualified plans of any Employer and shall be calculated to include amounts not otherwise included in the Participant’s gross income under Code Sections 125, 132, 402(e)(3), 402(h), or 403(b) pursuant to plans or arrangements



established by any Employer; provided, however, that all such amounts will be included in Base Salary only to the extent that had there been no such plan, the amount would have been payable in cash to the Employee. Notwithstanding anything in this Plan to the contrary, Base Salary shall not include any amount paid pursuant to a long-term disability plan or pursuant to a long-term disability insurance policy.

Section 2.06 "Base Salary Deferral Eligible Employee" means any U.S.-based employee of the Employer who is designated from time to time by the Employer as eligible to defer the payment of Base Salary in accordance with Article 4 hereof.

Section 2.07 "Beneficiary," means the person or persons designated as such pursuant to Article 7 hereof.

Section 2.08 "Change of Control" means an objectively determined event that occurs with respect to the Company or the Employer for whom the Participant renders services and which constitutes both a Change in Control for purposes of the Equity and Incentive Plan and change in the ownership or effective control of the Company or Employer, as applicable, or in the ownership of a substantial portion of the Company's or Employer's, as applicable, assets for purposes of Code Section 409A.

Section 2.09 "Code" means the Internal Revenue Code of 1986, as amended, and the regulations and rulings issued thereunder.

Section 2.10 "Common Stock Unit" means a notional unit representing one share of common stock of the Company.

Section 2.11 "Credited Investment Return" means the hypothetical gain or loss credited to a Participant's Directed Investment Subaccounts pursuant to Article 5 hereof.

Section 2.12 "Deemed Investment Election" means the selection by a Participant, pursuant to Article 5 hereof, of Investment Options in which his/her Directed Investment Subaccounts shall be deemed invested.

Section 2.13 "Deferral Contributions" means the elective contributions made to the Plan by a Participant pursuant to Article 4 hereof.

Section 2.14 "Deferral Election" means an election, pursuant to Article 4 hereof, to defer receipt of Base Salary or STI Awards, or the settlement of LTI Awards. Deferral Elections shall be made in accordance with the procedures established by the Administrator for that purpose. A Deferral Election may be cancelled due to an "unforeseeable emergency" as defined in Treasury Regulation Section 1.409A-3(i)(3) or a hardship distribution pursuant to Section 1.401(k)-1(d)(3). The Deferral Election must be cancelled, not merely postponed or otherwise delayed. Any later Deferral Election shall be subject to the provisions of Article 4 of this Plan governing Deferral Elections.

Section 2.15 "Directed Investment Subaccount" means that portion of a Participant's Account to which a Participant's Deferral Contributions of Base Salary and STI Awards, and Credited Investment Return and Dividend Equivalent Units attributable thereto, are allocated and with respect to which he/she may make Deemed Investment Elections in accordance with Article 5 hereof. A Participant may maintain no more than five (5) Directed Investment Subaccounts under this Plan.

Section 2.16 “Dividend Equivalent Units” means additional Common Stock Units credited to a Participant’s Account pursuant to Section 5.05.

Section 2.17 “Dividend Payment Date” means each date on which the Company pays a dividend on its common stock.

Section 2.18 “DuPont” means E. I. du Pont de Nemours and Company.

Section 2.19 “Effective Date” means the date on which the Company becomes publicly traded in connection with its separation from DuPont.

Section 2.20 “Eligible Employee” means any Base Salary Deferral Eligible Employee, STI Deferral Eligible Employee or LTI Deferral Eligible Employee.

Section 2.21 “Employer” means the Company and any Affiliate which, with the consent of the Company, adopts this Plan.

Section 2.22 “Equity and Incentive Plan” means The Chemours Company Equity and Incentive Plan.

Section 2.23 “Form of Payment” means either (i) a lump sum or (ii) annual installments (for up to fifteen (15) years). Annual installments are available only in connection with a Separation from Service, a specified date determined by reference to a Separation from Service, or Change of Control. In the event of a Participant’s death, his/her remaining Account balance will be distributable in a single lump sum.

Section 2.24 “Identification Date” means each December 31.

Section 2.25 “Investment Options” means one or more alternatives designated from time to time, pursuant to Section 5.01 hereof, for purposes of crediting earnings or losses to Directed Investment Subaccounts.

Section 2.26 “LTI Award” means an award of RSUs or PSUs.

Section 2.27 “LTI Deferral Eligible Employee” means any U.S.-based employee of the Employer who is designated from time to time by the Company as eligible to defer the settlement of an LTI Award in accordance with Article 4 hereof.

Section 2.28 “Participant” means any Eligible Employee who has elected to participate in the Plan by completing the appropriate forms (including electronic forms) prescribed by the Administrator for that purpose.

Section 2.29 "Payment Event" means any of the following:

- (a) Separation from Service
- (b) a specified date during any of the five calendar years beginning after Separation from Service
- (c) The earlier of (i) Separation from Service or (ii) a specified date
- (d) Change of Control

Notwithstanding the foregoing, (i) in the event of a Participant's death, his/her remaining Account balance will automatically be distributed to his/her Beneficiary in a single lump sum within ninety days (90) thereafter and (ii) a Participant may request that all or a portion of his/her Account be distributed on account of an "unforeseeable emergency" as defined in Treasury Regulation Section 1.409A-3(i)(3) and subject to the restrictions on such distributions set forth therein.

Section 2.30 "Plan" means The Chemours Company Management Deferred Compensation Plan.

Section 2.31 "Plan Year" means the twelve (12) month period beginning January 1 and ending December 31; provided, however, that the first Plan Year shall begin on the Effective Date and end on the next following December 31.

Section 2.32 "PSU" means a performance-based restricted stock unit granted under the Equity and Incentive Plan.

Section 2.33 "Qualified Leave" means military leave, sick leave, or other bona fide leave of absence if the period of such leave does not exceed six months, or if longer, so long as the individual retains a right to reemployment with the service recipient under an applicable statute or by contract. A leave of absence constitutes a bona fide leave of absence only if there is a reasonable expectation that the employee will return to perform services for the employer. If the period of leave exceeds six months and the individual does not retain a right to reemployment under an applicable statute or by contract, the employment relationship is deemed to terminate on the first date immediately following such six-month period.

Section 2.34 "RSU" means a time-vested restricted stock unit granted under the Equity and Incentive Plan.

Section 2.35 "Section 16 Person" means any employee who in respect of the Company is subject to the reporting requirements of Section 16(a) or the liability provisions of Section 16(b) of the Securities and Exchange Act of 1934, as amended.

Section 2.36 "Separation from Service" means a "separation from service" as defined in Treasury Regulation Section 1.409A-1(h).

Section 2.37 “Similar Plan” means a plan required to be aggregated with this Plan under Treasury Regulation Section 1.409A-1(c)(2)(i)(A).

Section 2.38 “Specified Employee” means an officer of the Employer at any time during the 12-month period ending on an Identification Date. If a Participant is a Specified Employee as of an Identification Date, such Participant is treated as a Specified Employee for the 12-month period beginning on the first day of the first month following the Identification Date. For the period beginning on the Effective Date and ending on the first Identification Date after the Effective Date, each Specified Employee shall be an employee of an Employer who immediately before the Effective Date was a “specified employee” (within the meaning of Treasury Regulation Section 1.409A-1(i)) in respect of the DuPont Management Deferred Compensation Plan.

Section 2.39 “STI Award” means a cash-based award under the Equity and Incentive Plan.

Section 2.40 “STI Deferral Eligible Employee” means any U.S.-based employee of the Employer who is designated from time to time by the Employer as eligible to defer the payment of an STI Award in accordance with Article 4 hereof.

Section 2.41 “Stock Unit Subaccount” means that portion of a Participant’s Account to which a Participant’s Deferral Contributions of LTI Awards, and Dividend Equivalent Units attributable thereto, are allocated and with respect to which he/she may not make Deemed Investment Elections in accordance with Article 5 hereof. A Participant may maintain no more than five (5) Stock Unit Subaccounts under this Plan.

Section 2.42 “Triggering Event” means, with respect to a Directed Investment Subaccount or Stock Unit Subaccount, the Payment Event elected by a Participant pursuant to Section 4.02.

### **Article 3. Eligibility.**

Section 3.01 Procedure For and Effect of Admission. Each Eligible Employee who desires to participate in this Plan shall complete such forms (including electronic forms) and provide such data as is reasonably required by the Administrator. By becoming a Participant, an Eligible Employee shall be deemed to have consented to the provisions of this Plan and all amendments hereto.

Section 3.02 Cessation of Participation. A Participant shall cease to be an Active Participant on the earlier of:

- (a) the date on which the Plan terminates;
- (b) the date on which he/she ceases to be an Eligible Employee; or
- (c) the date on which he/she is permitted by the Administrator to terminate Deferral Contributions to the Plan.

A former Active Participant shall be considered a Participant for all purposes, except with respect to the right to make contributions, as long as he/she retains an Account.

**Article 4. Deferral Elections.**

Section 4.01 Annual Deferral Elections

(a) Deferral Contributions of Base Salary. A Base Salary Deferral Eligible Employee may elect to defer a percentage, not to exceed 60%, of his/her Base Salary payable with respect to services performed during the Plan Year; provided, however, that such Deferral Election shall be made (i) during the open enrollment period established by the Administrator for that purpose and (ii) on or before the last day of the calendar year preceding the first day of the Plan Year to which such Deferral Election relates; and provided further that, in respect of the Plan Year in which the Effective Date occurs, the election shall be that election (if any) made in respect of such year under the Management Deferred Compensation Plan of DuPont. Any election made pursuant to this Section 4.01(a) shall remain in effect unless and until changed by the Participant; provided, however, that with respect to Base Salary earned in any future taxable year, such election becomes irrevocable on December 31 of the preceding calendar year.

(b) Deferral Contributions of STI Awards. An STI Deferral Eligible Employee may elect to defer a percentage, not to exceed 60%, of an STI Award; provided, however, that (i) such STI Deferral Eligible Employee performs services continuously from the later of the beginning of the performance period or the date the performance criteria are established through the date the election to defer is made and (ii) such Deferral Election is made (A) during the open enrollment period established by the Administrator for that purpose and (B) on or before the date that is six months before the end of the performance period over which the STI Award shall be determined (provided such performance period lasts at least 12 months) or otherwise on or before the December 31 preceding the date of the STI Award's grant; provided that, in respect of any STI Award granted in the Plan Year in which the Effective Date occurs, the election shall be that election (if any) made by the STI Deferral Eligible Employee under the Management Deferred Compensation Plan of DuPont in respect of "STI Awards" (within the meaning of such plan) granted during such year by DuPont. Any election made pursuant to this Section 4.01(b) shall remain in effect unless and until changed by the Participant; provided, however, that with respect to any STI Award earned during any future taxable year, such election becomes irrevocable on the date that is six months before the end of the performance period over which the STI Award shall be determined (provided such performance period lasts at least 12 months) or otherwise on or before the December 31 preceding the date of the STI Award's grant.

(c) Deferral Contributions of LTI Awards.

(i) RSUs. An LTI Deferral Eligible Employee may elect to defer the settlement of RSUs granted during a Plan Year; provided, however, that such Deferral Election shall be made (i) during the open enrollment period established by the Administrator for that purpose and (ii) on or before the last day of the calendar year preceding the first day of the Plan Year to which such Deferral Election relates; and provided further that, in respect of the Plan Year in which the Effective Date occurs,

the election shall be that election (if any) made by the LTI Deferral Eligible Employee under the Management Deferred Compensation Plan of DuPont in respect of "LTI Awards" (within the meaning of such plan) granted during such year by DuPont. Notwithstanding the foregoing, an LTI Deferral Eligible Employee may elect to defer the settlement of RSUs that are subject to a vesting period of at least 12 months, provided such election is made on or before the thirtieth (30th) day after the LTI Deferral Eligible Employee is granted the RSUs and further provided that the election is made at least 12 months in advance of the earliest date on which the vesting period could expire. In the event that a timely election to defer the settlement of RSUs may not be made pursuant to either of the foregoing sentences of this paragraph, an LTI Deferral Eligible Employee may elect to defer the settlement of RSUs provided such election is made at least 12 months in advance of the date on which the restrictions on such RSUs lapse and further provided that such RSUs may not be settled until the fifth anniversary of the date that the restrictions on the RSUs lapsed. Notwithstanding the foregoing to the contrary, an LTI Deferral Eligible Employee shall not be permitted to elect to defer the settlement of RSUs unless such election complies with Code Section 409A. If a Participant elects to defer settlement of RSUs, any restrictions on transferability and/or events of forfeiture applicable to such RSUs under the Equity and Incentive Plan or the Award Terms (as defined under the Equity and Incentive Plan) shall continue in full force and effect. Upon expiration of all restrictions on transferability, the appropriate number of Common Stock Units of the Company, including Dividend Equivalent Units attributable thereto, shall be credited to the Participant's applicable Stock Unit Subaccount. Any election made pursuant to this Section 4.01(c)(i) shall remain in effect unless and until changed by the Participant; provided, however, that with respect to RSUs granted in any future taxable year, such election becomes irrevocable on the last day of the calendar year preceding the Plan Year during which the RSUs are granted or, if later, on the thirtieth (30th) day after the LTI Deferral Eligible Employee is granted the RSUs and at least 12 months in advance of the earliest date on which the vesting period could expire.

(ii) PSUs. An LTI Deferral Eligible Employee may elect to defer the settlement of PSUs provided, however, that (i) such LTI Deferral Eligible Employee performs services continuously from the later of the beginning of the performance period or the date the performance criteria are established through the date the election to defer is made and (ii) such Deferral Election is made (A) during the open enrollment period established by the Administrator for that purpose and (B) on or before the date that is six months before the end of the performance period over which the PSU settlement shall be determined (provided such performance period lasts at least 12 months) or otherwise on or before the December 31 preceding the date of the PSU's grant. Any election made pursuant to this Section 4.01(c)(ii) shall remain in effect unless and until changed by the Participant; provided, however, that with respect to any PSUs earned during any future taxable year, such election becomes irrevocable on the date that is six months before the end of the performance period over which the PSU settlement shall be determined (provided such performance period lasts at least 12 months) or otherwise on or before the December 31 preceding the date of the PSU's grant.

#### Section 4.02 Initial Distribution Elections.

(a) Directed Investment Subaccounts. A Participant may elect to establish up to five (5) Directed Investment Subaccounts under his/her Account. At the time a Participant establishes a Directed Investment Subaccount, he/she must also elect a Payment Event and Form of Payment with respect to such subaccount. When making a Deferral Election with respect to Base Salary or STI Awards, a Participant shall designate: (i) to which Directed Investment Subaccounts amounts deferred pursuant to that election, and Credited Investment Return and Dividend Equivalent Units attributable thereto, shall be allocated; and (ii) how those amounts shall be allocated among the designated Directed Investment Subaccounts. If a Participant fails to establish a Directed Investment Subaccount or fails to designate the Directed Investment Subaccount(s) to which his/her Deferral Contributions of Base Salary or STI Awards should be allocated, such Deferral Contributions shall be allocated to the default Directed Investment Subaccount established by the Administrator. The Payment Event with respect to such default Directed Investment Subaccount shall be Separation from Service and the Form of Payment shall be a lump sum.

(b) Stock Unit Subaccount. A Participant may elect to establish up to five (5) Stock Unit Subaccounts under his/her Account. At the time a Participant establishes a Stock Unit Subaccount, he/she must also elect a Payment Event and Form of Payment with respect to such subaccount. When making a Deferral Election with respect to LTI Awards, a Participant shall designate: (i) to which Stock Unit Subaccounts amounts deferred pursuant to that election, and Dividend Equivalent Units attributable thereto, shall be allocated; and (ii) how those amounts shall be allocated among the designated Stock Unit Subaccounts. If a Participant fails to establish a Stock Unit Subaccount or fails to designate the Stock Unit Subaccount(s) to which his/her Deferral Contributions of LTI Awards should be allocated, such Deferral Contributions shall be allocated to the default Stock Unit Subaccount established by the Administrator. The Payment Event with respect to such default Stock Unit Subaccount shall be Separation from Service and the Form of Payment shall be a lump sum.

Section 4.03 Subsequent Distribution Elections. A Participant may subsequently elect to change the Payment Event or Form of Payment elected with respect to one or more Directed Investment Subaccounts or Stock Unit Subaccounts in accordance with procedures established by the Administrator for such purpose; provided, however, that: (i) such subsequent election may not take effect until at least 12 months after the date on which it is made; (ii) the payment with respect to which such election is made must be deferred for a period of not less than five (5) years from the date such payment would otherwise have been made; and (iii) any subsequent election related to a payment at a specified time or in accordance with a fixed schedule may not be made less than 12 months prior to the date of the first scheduled payment.

#### **Article 5. Investment of Accounts.**

Section 5.01 Investment Options. The Administrator shall designate from time to time one or more Investment Options in which a Participant's Directed Investment Subaccounts may be deemed invested. The Administrator shall have the sole discretion to determine the number of Investment Options to be designated hereunder and the nature of the Investment Options and may change or eliminate any of the Investment Options from time to time. In the event of such change or elimination, the Administrator shall give each Participant notice and opportunity to make a new election. No such change or elimination of any Investment Options shall be considered to be an amendment to the Plan pursuant to Section 9.01.

Section 5.02 Making Deemed Investment Elections. A Participant shall select one or more Investment Options in which his/her Directed Investment Subaccounts shall be deemed invested. Separate Deemed Investment Elections may be made with respect to each Directed Investment Subaccount. Any such election shall be made by filing with the Administrator the appropriate form prescribed for that purpose. The Administrator shall establish procedures relating to Deemed Investment Elections. Deemed Investment Elections shall remain in effect until changed by a Participant pursuant to Section 5.03.

Section 5.03 Changes to Deemed Investment Elections. A Participant may request a change to his/her Deemed Investment Elections for future amounts allocated to his/her Directed Investment Subaccount and amounts already allocated to his/her Directed Investment Subaccount. Any such change shall be made by filing with the Administrator the appropriate form (including electronic forms) prescribed by the Administrator for that purpose. The Administrator shall establish procedures relating to changes in Deemed Investment Elections, which may include limiting the percentage, amount and frequency of such changes and specifying the effective date for any such changes.

Section 5.04 Crediting or Debiting of Investment Experience. Each Participant's Directed Investment Subaccount shall be credited or debited, as applicable, daily (or on such other periodic basis as the Administrator shall establish from time to time) with the amount which the Participant's Directed Investment Subaccount would have earned or lost, as applicable, if the amounts credited to such account had, in fact, been invested in accordance with the Participant's Deemed Investment Elections.

Section 5.05 Dividend Equivalent Units. If dividends on the Company's common stock are paid during any period that a Participant holds Common Stock Units in one or more of his/her Directed Investment Subaccounts or Stock Unit Subaccounts, as of the applicable Dividend Payment Date, a number of additional Common Stock Units shall be credited to such Directed Investment Subaccount(s) or Stock Unit Subaccount(s), as applicable. The number of such additional Common Stock Units to be credited shall be determined by first multiplying: (a) the total number of Common Stock Units, including fractional units, standing to the Participant's credit in such account on the day immediately preceding such Dividend Payment Date (including all Dividend Equivalent Units credited to such account on all previous Dividend Payment Dates); by (b) the per share dollar amount of the dividend paid on such Dividend Payment Date; and then (c) dividing the resulting amount by the closing trading price of one share of the Company's common stock on such Dividend Payment Date (or, if such date is not a trading day, on the most recently preceding trading day).

## **Article 6. Payment of Accounts.**

Section 6.01 Payment in General. Upon the occurrence of a Triggering Event that is a Separation from Service or a Change of Control, the Employer shall, within 90 days thereafter, commence payment of the applicable Directed Investment Subaccount(s) or Stock Unit Subaccount(s) to the Participant, or his/her Beneficiary, as applicable, in the Form of Payment elected by the Participant



with respect thereto. Upon the occurrence of a Triggering Event that is a specified date or a fixed schedule of payments, the Employer shall commence payment of the applicable Subaccount to the Participant on such specified date or in accordance with such fixed schedule of payments. The amount of each payment made pursuant to this Section 6.01 shall be based upon the fair market value of the Participant's Account as of the latest practicable date preceding the payment date and the number of remaining scheduled payments due.

Section 6.02 Specified Employees. Notwithstanding Section 6.01, upon the occurrence of a Triggering Event that is a Separation from Service (other than on account of death) of a Participant who is a specified Employee, the Employer shall commence payment of the applicable Directed Investment Subaccount(s) or Stock Unit Subaccount(s) to the Participant in the Form of Payment elected by the Participant with respect thereto on the later of: (1) the date that is six months and one day after such Triggering Event; or (2) the date on which such payment was otherwise scheduled to commence.

Section 6.03 Medium of Payments. Payments attributable to that portion of a Participant's Directed Investment Subaccount which is deemed to be invested in Common Stock Units shall be paid in shares of the Company's common stock for each whole unit and cash for each fraction of a unit. Payments attributable to the remaining portion of a Participant's Directed Investment Subaccount shall be paid in cash. Payments attributable to a Participant's Stock Unit Subaccounts shall be delivered in shares of the Company's common stock for each whole unit and cash for each fraction of a unit.

#### **Article 7. Beneficiary Designation.**

Section 7.01 Right to Designate Beneficiary. A Participant shall have the right, at any time, to designate any person or persons as Beneficiary (both primary and contingent) to whom payment under the Plan will be made in the event of the Participant's death. The Beneficiary designation shall be effective when it is submitted in writing or electronically to the Administrator during the Participant's lifetime on a form prescribed by the Administrator.

Section 7.02 Cancellation/Revocation of Beneficiary Designation. The submission of a new Beneficiary designation shall cancel all prior Beneficiary designations.

Section 7.03 Failure to Designate Beneficiary or Death of Beneficiary. If a Participant fails to designate a Beneficiary as provided above, or if every person designated as Beneficiary predeceases the Participant, then the Administrator shall direct the distribution of the benefits to the Participant's estate. If a primary Beneficiary dies after commencement of the Participant's death but prior to completion of benefits under this Plan, and no contingent Beneficiary has been designated by the Participant, any remaining payments shall be paid to the Beneficiary's estate.

#### **Article 8. Plan Administration.**

Section 8.01 Administrator's Responsibilities. The Administrator is responsible for the day to day administration of the Plan. The Administrator may appoint other persons or entities to perform certain of its functions. Such appointment shall be made and

accepted by the appointee in writing and shall be effective upon the written approval of the Company. The Administrator and any such appointee may employ advisors and other persons necessary or convenient to help him/her carry out his/her duties. The Administrator shall have the right to remove any such appointee from his/her position. Any person, group of persons or entity may serve in more than one capacity.

Section 8.02 Records and Accounts. All individual and group records relating to Participants and Beneficiaries, and all other records necessary for the proper operation of the Plan, shall be made available to the Employer and to each Participant and Beneficiary for examination during business hours except that a Participant or Beneficiary shall examine only such records as pertain exclusively to the examining Participant or Beneficiary and those records and documents relating to all Participants generally.

Section 8.03 Administrator's Specific Powers and Duties. In addition to any powers, rights and duties set forth elsewhere in the Plan, the Administrator shall have the following powers and duties:

- (a) to adopt such rules and regulations consistent with the provisions of the Plan;
- (b) to enforce the Plan in accordance with its terms and any rules and regulations it establishes;
- (c) to maintain records concerning the Plan sufficient to prepare reports, returns and other information required by the Plan or by law;
- (d) to construe and interpret the Plan and to resolve all questions arising under the Plan;
- (e) to direct the Employer to pay benefits under the Plan, and to give such other directions and instructions as may be necessary for the proper administration of the Plan;
- (f) to engage assistants and professional advisors.

Section 8.04 Construction of the Plan. The Administrator shall have the sole and absolute discretion to interpret the Plan and shall resolve all questions arising in the administration, interpretation and application of the Plan. The Administrator shall correct any defect, reconcile any inconsistency, or supply any omission with respect to this Plan. All such corrections, reconciliations, interpretations and completions of Plan provisions shall be final and binding upon the parties.

Section 8.05 Employer's Responsibility to Administrator. Each Employer shall furnish the Administrator such data and information as it may require. The records of the Employer shall be determinative of each Participant's period of employment, termination of employment and the reason therefor, leave of absence, reemployment, years of service, personal data, and compensation reductions. Participants and their Beneficiaries shall furnish to the Administrator such evidence, data, or information, and execute such documents, as the Administrator requests.

Section 8.06 Engagement of Assistants and Advisers; Plan Expenses. The Administrator shall have the right to hire such professional assistants and consultants as it, in its sole discretion, deems necessary or advisable, including, but not limited to:

- (a) investment managers and/or advisers;
- (b) accountants;
- (c) actuaries;
- (d) attorneys;
- (e) consultants; and
- (f) clerical and office personnel.

Section 8.07 Liability. Neither the Administrator nor the Employer shall be liable to any person for any action taken or omitted in connection with the administration of this Plan unless attributable to its/his own fraud or willful misconduct; nor shall the Employer be liable to any person for such action unless attributable to fraud or willful misconduct on the part of a director, officer or employee of the Employer.

Section 8.08 Payment of Expenses. If directed by the Company, expenses of the Administrator incurred in the operation or administration of this Plan shall be charged against the Participant's Accounts to which the expense relates. If an expense is applicable to more than one Participant's Accounts, the expense shall be allocated among such Participants' Accounts in a non-discriminatory manner as determined by the Company.

Section 8.09 Indemnity of Administrator. The Employer shall indemnify the Administrator (including any individual who is a member of a committee serving as the Administrator) or any individual who is a delegate of the Administrator against any and all claims, loss, damage, expense or liability arising from any action or failure to act, except when due to gross negligence or willful misconduct.

## **Article 9. Amendment or Termination.**

Section 9.01 Amendment. The Board of Directors of the Company, or its delegate, may amend the Plan at any time and from time to time and any amendment may have retroactive effect, including, without limitation, amendments to the amount of contributions; provided, however, that no amendment shall (i) reduce the value of a Participant's Account or (ii) change the form or timing of payment of an amount contributed prior to the date of amendment.

Section 9.02 Termination. While the Plan is intended to be permanent, the Board of Directors of the Company, or its delegate, may at any time terminate or partially terminate the Plan, provided that upon such termination, except to the extent otherwise permitted under Code Section 409A, all Accounts shall be distributed in accordance with the terms of the Plan as in effect on the date of termination. Written notice of such termination or partial termination, setting forth the date and terms thereof, shall be given to the Administrator.

Section 9.03 Change in Control. Notwithstanding the foregoing, following a Change in Control (as such term is defined in the Company's Equity and Incentive Plan) no amendment or termination referenced in Section 9.01 or 9.02, respectively, may adversely affect any benefits accrued or deferrals made under the Plan prior to the adoption of the amendment or termination (including, without limitation, any terms, conditions or distribution alternatives applicable to such accrued benefits). In addition, for a period of two years following a Change in Control, the Plan shall not be terminated in whole or in part or be amended in any way that adversely affects or limits the terms and conditions of benefits as available pursuant to the Plan immediately prior to the Change in Control.

**Article 10. Miscellaneous.**

Section 10.01 Section 16 Person. With respect to Section 16 Persons, the Administrator may establish, in writing, such rules, regulations, policies or practices hereunder which it deems, in its sole discretion, to be necessary and appropriate.

Section 10.02 Claims Review. In any case in which a claim for Plan benefits of a Participant or Beneficiary is denied or modified, the Administrator shall furnish written notice to the claimant within 90 days (or within 180 days if additional information requested by the Administrator necessitates an extension of the 90-day period), which notice shall:

(a) State the specific reason or reasons for the denial or modification;

(b) Provide specific reference to pertinent Plan provisions on which the denial or modification is based;

(c) Provide a description of any additional material or information necessary for the Participant, his/her Beneficiary, or representative to perfect the claim and an explanation of why such material or information is necessary; and

(d) Explain the Plan's claim review procedure as contained herein, including the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse review determination.

In the event a claim for Plan benefits is denied or modified, if the Participant, his/her Beneficiary, or a representative of such Participant or Beneficiary desires to have such denial or modification reviewed, he/she must, within 60 days following receipt of the notice of such denial or modification, submit a written request for review by the Administrator of its initial decision. In connection with such request, the Participant, his/her Beneficiary, or the representative of such Participant or Beneficiary may review any pertinent documents upon which such denial or modification was based and may submit issues and comments in writing. Within 60 days following such request for review the Administrator shall, after providing a full and fair review, render its final decision in writing to the Participant, his/her beneficiary or the representative of such Participant or Beneficiary stating specific reasons for such decision, making specific references to pertinent Plan provisions upon which the decision is based and stating that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim. If special circumstances require an extension of such 60-day period, the Administrator's decision shall be

rendered as soon as possible, but not later than 120 days after receipt of the request for review. If an extension of time for review is required, written notice of the extension shall be furnished to the Participant, Beneficiary, or the representative of such Participant or Beneficiary prior to the commencement of the extension period.

Section 10.03 Limitation of Participant's Rights. Nothing in this Plan shall be construed as conferring upon any Participant any right to continue in the employment of an Employer, nor shall it interfere with the rights of an Employer to terminate the employment of any Participant and/or take any personnel action affecting any Participant without regard to the effect which such action may have upon such Participant as a recipient or prospective recipient of benefits under the Plan.

Section 10.04 Obligations to Employer. If a Participant becomes entitled to a distribution of benefits under the Plan, and if at such time the Participant has outstanding any debt, obligation, or other liability representing an amount owing to an Employer, then such Employer may offset such amount owed to it against the amount of benefits otherwise distributable. Such determination shall be made by the Administrator.

Section 10.05 Nonalienation of Benefits. Except as expressly provided herein, no Participant or Beneficiary shall have the power or right to transfer (otherwise than by will or the laws of descent and distribution), alienate, or otherwise encumber the Participant's interest under the Plan. Any such attempted assignment shall be considered null and void. The interest of any Participant or any beneficiary receiving payments hereunder shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment, or garnishment by creditors of the Participant or the Participant's Beneficiary. An Employer's obligations under this Plan are not assignable or transferable except to (a) a business entity which acquires all or substantially all of an Employer's assets or (b) any business entity into which an Employer may be merged or consolidated.

Section 10.06 Unfunded Status of Plan. The Plan is intended to constitute an "unfunded" plan of deferred compensation for Participants for tax and for purposes of Title I of ERISA. The Plan constitutes a mere promise by the Employer to make benefit payments in the future. Each Employer shall not be liable for any benefit payments to any other Employer's Eligible Employees who are Participant in this Plan. Benefits payable hereunder shall be payable out of the general assets of the applicable Employer, and no segregation of any assets whatsoever for such benefits shall be made. With respect to any payments not yet made to a Participant, nothing contained herein shall give any such Participant any rights that are greater than those of a general creditor of his/her Employer.

Section 10.07 Severability. If any provision of this Plan is held unenforceable, the remainder of the Plan shall continue in full force and effect without regard to such unenforceable provision and shall be applied as though the unenforceable provision were not contained in the Plan.

Section 10.08 Gender, Singular & Plural. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, or neuter, as the identity of the person or persons may require. As the context may require, the singular may be read as the plural and the plural as the singular.

Section 10.09 Notice. Any notice or filing required or permitted to be given to the Administrator under the Plan shall be sufficient if in writing and hand delivered, or sent by registered or certified mail, to the Administrator or to such representatives as the Administrator may designate from time to time. Such notice shall be deemed given as to the date of delivery or, if delivery is made by mail, as of the date shown on the postmark on the receipt for registration or certification.

Section 10.10 Governing Law. The Plan shall be governed and construed under the laws of the State of Delaware to the extent not preempted by Federal law which shall otherwise control.

Section 10.11 Binding Terms. The provisions of the Plan shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators and successors.

Section 10.12 Headings. All headings preceding the text of the several Sections hereof are inserted solely for reference and shall not constitute a part of this Plan, nor affect its meaning, construction or effect.

Section 10.13 Representations. The Employer does not represent or guarantee that any particular federal or state income, payroll, personal property or other tax consequence will result from participation in the Plan. A Participant should consult with professional tax advisors to determine the tax consequences of his/her participation. In addition, the Company does not represent or guarantee positive Credited Investment Return and shall not be required to restore any negative Credited Investment Return.

Section 10.14 Compliance with Code Section 409A. Each amount to be paid to a Participant under the Plan that constitutes deferred compensation subject to Code Section 409A shall be construed as a separate identified payment for purposes of Code Section 409A. The Company intends that this Plan provide for the deferral of compensation as permitted under Code Section 409A, to the extent subject thereto, and, accordingly, to the maximum extent permitted, the Plan shall be interpreted and be administered to be in compliance therewith or exempt therefrom. If any provision of this Plan is determined to be inconsistent with such intent, it shall be severable and the balance of this Plan shall remain in full force and effect. Neither the Company nor any of its Affiliates makes any representations that any or all of the payments provided under the Plan will be exempt from or comply with Code Section 409A and none of them makes any undertaking to preclude Code Section 409A from applying to any such payment.



June 30, 2015

The Chemours Company  
1007 Market Street  
Wilmington, Delaware 19899

Sir/Madam:

Reference is made to this Registration Statement on Form S-8 being filed by you with the Securities and Exchange Commission, relating to the issuance under The Chemours Company Management Deferred Compensation Plan (the "Plan") of up to \$15,000,000 million of deferred compensation obligations (the "Deferred Compensation Obligations"), which represent general unsecured obligations of the Company to pay certain compensation amounts in the future to participating employees in accordance with the terms of the Plan. It is my opinion that:

- (a) the Company is duly organized and existing under the laws of the State of Delaware; and
- (b) the Deferred Compensation Obligations, when established pursuant to the terms of the Plan, will be valid and binding obligations of the Company, enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws of general applicability relating to or affecting the enforcement of creditors' rights or by general principles of equity.

My opinion is limited to matters governed by the General Corporation Law of the State of Delaware. My opinion expressed herein is as of the date hereof, and I undertake no obligation to advise you of any changes in applicable law or any other matters that may come to my attention after the date hereof that may affect my opinion expressed herein.

I hereby consent to the use of this opinion in connection with the above-mentioned Registration Statement.

Very truly yours,

/s/ David C. Shelton

David C. Shelton  
*General Counsel*



CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated April 21, 2015, relating to the financial statements for the year ended December 31, 2014, which appears in Amendment No. 4 to The Chemours Company's Registration Statement on Form 10.

/s/ PricewaterhouseCoopers LLP  
Philadelphia, PA

June 30, 2015