
**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**

September 25, 2015
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))
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Item 1.01 Entry into a Material Definitive Agreement.

On September 25, 2015, The Chemours Company (the “Company”) entered into Amendment No. 1 (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 provides the Company with enhanced liquidity to implement the Company’s transformation plan and strengthen its financial position. The definition of Consolidated EBITDA, which is used solely for the purposes of calculating financial maintenance covenants in the Credit Agreement, has been modified to include cost savings benefits from restructuring and other initiatives announced prior to July 1, 2016 on a pro forma basis. The benefits that can be added back are limited to:

- \$115 million for any four fiscal quarter period ending on or prior to June 30, 2016; and
- \$80 million for any four fiscal quarter period ending after June 30, 2016.

The Amendment also adjusts the fixed dollar annual dividend basket to:

- \$106 million for the fiscal year ended December 31, 2015
- \$22 million per annum for each of the fiscal years ending December 31, 2016, and December 31, 2017

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.

The statements in this Form 8-K include forward-looking statements, which often may be identified by their use of words like “plans,” “expects,” “will,” “believes,” “intends,” “estimates,” “anticipates” or other words of similar meaning. These forward-looking statements address, among other things, our anticipated future operating and financial performance, business plans and prospects, transformation plans, resolution of environmental liabilities, litigation and other contingencies, plans to increase profitability, our ability to pay or the amount of any dividend, and target leverage that are subject to substantial risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such statements. Forward-looking statements are not guarantees of future performance and are based on certain assumptions and expectations of future events which may not be realized. The matters discussed in these forward-looking statements also are subject to risks, uncertainties and other factors that could cause actual results to differ materially from those projected, anticipated or implied in the forward-looking statements as further described in the “Risk Factors” section of the information statement contained in the registration statement on Form 10 and other filings made by the Company with the Securities and Exchange Commission. The Company undertakes no duty to update any forward-looking statements.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1 Amendment No. 1 to the Credit Agreement among The Chemours Company, the lenders and issuing banks party thereto and JPMorgan Chase Bank, N.A., as administrative agent.

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: September 28,
2015

EXHIBIT 10.1

AMENDMENT NO. 1 dated as of September 25, 2015 (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 (the "Lenders") 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. Amendment to Section 1.01. The definition of the term "Consolidated EBITDA" in Section 1.01 of the Credit Agreement is hereby amended by adding the following paragraph immediately after the last sentence of such definition:

"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 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 (i) and (ii) 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 (i) and (ii) 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, 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 (i) is authorized by the Borrower and (ii) 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 July 1, 2016."

SECTION 1. Amendment to Section 6.08. Clause (k) of Section 6.08 of the Credit Agreement is hereby amended by (a) replacing the text "\$200,000,000" with the text "\$106,000,000" and (b) replacing each occurrence of the text "\$400,000,000" with the text "\$22,000,000".

SECTION 2. 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.

(d) The Borrower is legally bound by the amendments to the Credit Agreement set forth in Sections 1 and 2 of this Amendment.

SECTION 3. 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 8 hereof.

SECTION 4. 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 5. Applicable Law; Waiver of Jury Trial. **(%3) THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

(a) 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 6. 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 7. Fees and Expenses. (%3) 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 September 23, 2015, an amendment fee (the "Amendment Fee") in an amount equal to 0.10% of the Revolving Commitment of such Lender immediately prior to the effectiveness of this Amendment. The Amendment Fee will be paid in immediately available funds on, and subject to the occurrence of, the Amendment Effective Date.

(a) 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 8. 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/ Mark E. Newman

Name: Mark E. Newman

Title: Senior Vice President and Chief Financial Officer

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. 1
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/ Lindsay Kim

Name: Lindsay Kim

Title: Vice President

LENDERS UNDER THE CREDIT AGREEMENT

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CHASE BANK, N.A., AS ADMINISTRATIVE
AGENT

Name of Institution:

The Bank of Tokyo-Mitsubishi UFJ, Ltd.

By

/s/ Mustafa Kahn

Name: Mustafa Kahn

Title: Director

LENDERS UNDER THE CREDIT AGREEMENT

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CHASE BANK, N.A., AS ADMINISTRATIVE
AGENT

Name of Institution:

Barclays Bank Plc

By

/s/ Vanessa A. Kurbatskiy

Name: Vanessa A. Kurbatskiy

Title: Vice President

LENDERS UNDER THE CREDIT AGREEMENT

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CHASE BANK, N.A., AS ADMINISTRATIVE
AGENT

Name of Institution:

BNP Paribas

By

/s/ Tony Baratta

Name: Tony Baratta

Title: Managing Director

By

/s/ Emma Petersen

Name: Emma Petersen

Title: Vice President

LENDERS UNDER THE CREDIT AGREEMENT

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CHASE BANK, N.A., AS ADMINISTRATIVE
AGENT

Name of Institution:

Citibank, N.A.

By

/s/ John Tucker

Name: John Tucker

Title: Vice President

LENDERS UNDER THE CREDIT AGREEMENT

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CHASE BANK, N.A., AS ADMINISTRATIVE
AGENT

Name of Institution:

By

/s/ Bill O'Daly

Name: Bill O'Daly

Title: Authorized Signatory

By

/s/ Franziska Schoch

Name: Franziska Schoch

Title: Authorized Signatory

LENDERS UNDER THE CREDIT AGREEMENT

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CHASE BANK, N.A., AS ADMINISTRATIVE
AGENT

Name of Institution:

Goldman Sachs Bank USA

By

/s/ Michelle Latzoni

Name: Michelle Latzoni

Title: Authorized Signatory

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CHASE BANK, N.A., AS ADMINISTRATIVE
AGENT

Name of Institution:

HSBC Bank USA, National Association

By

/s/ David A. Mandell

Name: David A. Mandell

Title: Managing Director

LENDERS UNDER THE CREDIT AGREEMENT

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CHASE BANK, N.A., AS ADMINISTRATIVE
AGENT

Name of Institution:

Mizuho Bank, Ltd.

By

/s/ Donna DeMagistris

Name: Donna DeMagistris

Title: Authorized Signatory

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CHASE BANK, N.A., AS ADMINISTRATIVE
AGENT

Name of Institution:

Royal Bank of Canada

By

/s/ Kevin Flynn

Name: Kevin Flynn

Title: Authorized Signatory

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CHASE BANK, N.A., AS ADMINISTRATIVE
AGENT

Name of Institution:

Santander Bank, N.A.

By

/s/ William Maag

Name: William Maag

Title: Managing Director

LENDERS UNDER THE CREDIT AGREEMENT

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CHASE BANK, N.A., AS ADMINISTRATIVE
AGENT

Name of Institution:

Toronto Dominion (New York) LLC

By

/s/ Rayan Karim

Name: Rayan Karim

Title: Authorized Signatory