financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised

 Emerging growth company

☐

Non-accelerated filer

☐

 Smaller reporting company

☐

Large accelerated filer

☒

 Accelerated filer

☐

Exchange Act:

company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth

of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ☐

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes

Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ☒

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the

statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration

Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities

securities offered only in connection with dividend or interest reinvestment plans, check the following box. ☒

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. ☐

Approximate date of commencement of proposed sale to the public: From time to time after this Registration Statement becomes effective.

(713) 546-5400

Houston, Texas 77002

811 Main Street, Suite 3700

Latham & Watkins LLP

Christopher M. Cronin. Esq.

Julia A. Thompson, Esq.

Ryan J. Maierson, Esq.

Copies to:

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Telephone: (281) 591-4000

Houston, Texas 77044

One Subsea Lane

Executive Vice President, Chief Legal Officer and Secretary

Cristina Aalders

(Address, including zip code, and telephone number, including area code, of registrant’s principal executive offices)

(281) 591-4000

Houston, Texas 77044

One Subsea Lane

incorporation or organization)

Identification No.)

(State or other jurisdiction of

(I.R.S. Employer

England and Wales

98-1283037

(Exact name of registrant as specified in its charter)

TechnipFMC plc

THE SECURITIES ACT OF 1933

UNDER

REGISTRATION STATEMENT

FORM S-3

Washington, D.C. 20549

SECURITIES AND EXCHANGE COMMISSION

UNITED STATES

Registration No. 333-

As filed with the Securities and Exchange Commission on August 4, 2023

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The date of this prospectus is August 4, 2023.

determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or

herein or therein, concerning factors you should consider before investing in our securities.

similar section contained in the applicable prospectus supplement and in the documents incorporated by reference

Investing in our securities involves risks. Please read “Risk Factors” beginning on page 7 of this prospectus, any

TechnipFMC plc’s ordinary shares trade on the New York Stock Exchange under the symbol “FTI.”

or agents. TechnipFMC plc’s net proceeds from the sale of these securities also will be set forth in the applicable prospectus supplement.

purchasers, on a continuous or delayed basis. Supplements to this prospectus will specify the names of and arrangements with any underwriters, dealers

TechnipFMC plc may offer and sell these securities to or through one or more underwriters, dealers or agents, or directly to one or more

accompanied by a prospectus supplement that describes those securities.

Information” and “Incorporation by Reference” before you invest in any of these securities. This prospectus may not be used to sell securities unless it is

applicable prospectus supplement or any applicable free writing prospectus and any information under the headings “Where You Can Find More

specific terms of the securities that TechnipFMC plc actually offers, including the offering prices. You should carefully read this prospectus, any

This prospectus provides a general description of the securities TechnipFMC plc may offer. Supplements to this prospectus will provide the

units that include any of these securities or securities of other entities.

more offerings an indeterminate amount of ordinary shares, preference shares, debt securities, guarantees, share purchase contracts, warrants and/or

TechnipFMC plc, a public limited company incorporated under the laws of England and Wales, may offer and sell from time to time in one or

UNITS

WARRANTS

SHARE PURCHASE CONTRACTS

GUARANTEES

DEBT SECURITIES

PREFERENCE SHARES

ORDINARY SHARES

TechnipFMC plc

PROSPECTUS

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ABOUT THIS PROSPECTUS

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our website is not incorporated into this prospectus or our other securities filings and does not form a part of this prospectus.

website address is provided as an inactive textual reference only. Other than copies of the specific documents incorporated by reference, information on

of charge through our website at http://www.technipfmc.com as soon as reasonably practicable after we file them with, or furnish them to, the SEC. Our

amended, or the Exchange Act. Our SEC filings are available to the public through the SEC’s website at http://www.sec.gov and are also available free

We file annual, quarterly and other reports, proxy statements and other information with the SEC under the Securities Exchange Act of 1934, as

the SEC allow us to omit some information included in the registration statement from this prospectus.

prospectus. The registration statement, including the attached exhibits, contains additional relevant information about us. The rules and regulations of

We have filed a registration statement with the SEC under the Securities Act that registers the issuance and sale of the securities offered by this

WHERE YOU CAN FIND MORE INFORMATION

securities, guarantees, share purchase contracts, warrants and units, collectively, as the “securities.”

TechnipFMC plc, and not to any of its subsidiaries or affiliates. In this prospectus, we sometimes refer to the ordinary shares, preference shares, debt

mean TechnipFMC plc, a public limited company incorporated under the laws of England and Wales, and its subsidiaries. TechnipFMC plc refers to

Unless otherwise indicated or unless the context otherwise requires, all references in this prospectus to “TechnipFMC,” “we,” “us,” and “our”

prospectus create any implication that the information contained in this prospectus is correct as of any time after the date of this prospectus.

condition, results of operations and prospects may have changed since those dates. Under no circumstances should the delivery to you of this

other document incorporated by reference is accurate only as of the date on the front cover of those documents. Our business, financial

where the offer is not permitted. You should assume that the information appearing in this prospectus, any prospectus supplement and any

inconsistent information, you should not rely on it. We are not making an offer of the securities covered by this prospectus in any jurisdiction

supplement. We have not authorized any other person to provide you with different information. If anyone provides you with different or

You should rely only on the information contained or incorporated by reference in this prospectus and in any accompanying prospectus

supplement under the headings “Where You Can Find More Information” and “Incorporation by Reference.”

filed with the SEC and any prospectus supplement, together with the additional information described in this prospectus and in any prospectus

includes exhibits that provide more details about the matters discussed in this prospectus. You should carefully read this prospectus, the related exhibits

supplement. This prospectus does not contain all of the information included in the registration statement. The registration statement filed with the SEC

inconsistency between the information in this prospectus and any prospectus supplement, you should rely on the information provided in the prospectus

offering. A prospectus supplement or free writing prospectus may also add, update or change information contained in this prospectus. If there is any

will provide a prospectus supplement that will contain specific information about the terms of that offering and the securities offered by us in that

This prospectus provides you with a general description of the securities we may offer. Each time we offer to sell securities using this prospectus, we

this shelf registration process, we may sell any combination of the securities described in this prospectus in one or more offerings from time to time.

seasoned issuer” as defined in Rule 405 under the Securities Act of 1933, as amended, or the Securities Act, using a “shelf” registration process. Under

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission, or the SEC, as a “well-known

ABOUT THIS PROSPECTUS

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investors should not place undue reliance on this information.

applicable free writing prospectus, and under similar headings in other documents that are incorporated by reference into this prospectus. Accordingly,

factors, including those discussed under the heading “Risk Factors” contained in this prospectus, the applicable prospectus supplement and any

any applicable free writing prospectus may involve estimates, assumptions and other risks and uncertainties and are subject to change based on various

The market and industry data and forecasts that may be included or incorporated by reference in this prospectus, any prospectus supplement or

INDUSTRY AND MARKET DATA

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CONSTITUTE A PART OF THIS PROSPECTUS.

THE INFORMATION CONTAINED ON OUR WEBSITE IS NOT INCORPORATED BY REFERENCE IN AND DOES NOT

Attention: Corporate Legal

(281) 591-4000

Houston, Texas 77044

One Subsea Lane

TechnipFMC plc

filing), at no cost, by writing to us at the following address or by calling the following number:

You may request a copy of these filings (other than an exhibit to a filing unless that exhibit is specifically incorporated by reference into that

statement that is modified or superseded will not constitute a part of this prospectus, except as modified or superseded.

subsequently filed document that also is or is deemed to be incorporated by reference in this prospectus modifies or supersedes that statement. Any

will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus or in any other

Any statement contained in this prospectus or a previously filed document incorporated or deemed to be incorporated by reference in this prospectus

deemed to be incorporated by reference into this prospectus and will be a part of this prospectus from the date of the filing of such documents.

until our offerings hereunder are completed, other than any portions of such filings that were furnished to, rather than filed with, the SEC, will be

All documents that we file with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus and

including any amendment or report filed for the purpose of updating that description.

•

the description of our ordinary shares contained in our registration statement on Form 8-A filed with the SEC on January 17, 2017,

2023; and

•

our Current Reports on Form 8-K, as filed with the SEC on February 1, 2023 (Item 5.02 only), April 25, 2023, May 2, 2023 and July 31,

and July 27, 2023, respectively;

•

our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2023 and June 30, 2023, as filed with the SEC on April 27, 2023

our Definitive Proxy Statement on Schedule 14A, as filed with the SEC on March 17, 2023;

•

the information specifically incorporated by reference into our Annual Report on Form 10-K for the year ended December 31, 2022 from

•

our Annual Report on Form 10-K for the year ended December 31, 2022, as filed with the SEC on February 24, 2023;

Item 2.02 or Item 7.01 of current reports on Form 8-K or other applicable SEC rules) rather than filed:

We incorporate by reference the documents listed below filed by us, other than any portions of the respective filings that were furnished (pursuant to

to be part of this prospectus, and subsequent information that we file with the SEC will automatically update and supersede that information.

important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is deemed

The SEC’s rules allow us to “incorporate by reference” into this prospectus information that we file with them. This means that we can disclose

INCORPORATION BY REFERENCE

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•

any delays and cost overruns of new capital asset construction projects for vessels and manufacturing facilities;

•

risks of pirates endangering our maritime employees and assets;

attacks;

•

a failure or breach of our IT infrastructure or that of our subcontractors, suppliers or joint venture partners, including as a result of cyber-

venture partners;

•

the risks caused by fixed-price contracts; our failure to timely deliver our backlog; our reliance on subcontractors, suppliers and our joint

•

uncertainties related to our investments in New Energy business;

•

additional costs or risks from increasing scrutiny and expectations regarding Environmental, Social and Governance matters;

•

the risks caused by our acquisition and divestiture activities;

indebtedness;

•

the impact of our existing and future indebtedness and the restrictions on our operations by terms of the agreements governing our existing

•

the refusal of the Depository Trust Company to act as depository agency for our shares;

•

disruptions in the political, regulatory, economic and social conditions of the countries in which we conduct business;

•

the cumulative loss of major contracts, customers or alliances and unfavorable credit and commercial terms of certain contracts;

technologies and services for our New Energy business;

•

our inability to develop, implement and protect new technologies and services and intellectual property related thereto, including new

•

the COVID-19 pandemic and any resurgence thereof;

•

competition and unanticipated changes relating to competitive factors in our industry, including ongoing industry consolidation;

•

unpredictable trends in the demand for and price of crude oil and natural gas;

reference herein and therein, as well as the following:

elsewhere in this prospectus, any accompanying prospectus supplement, any applicable free writing prospectus and other documents incorporated by

could cause actual results to differ materially from those contemplated in the forward-looking statements include those set forth in “Risk Factors” and

could cause actual results to differ materially from our historical experience and our present expectations or projections. Known material factors that

All of our forward-looking statements involve risks and uncertainties (some of which are significant or beyond our control) and assumptions that

affecting us will be those that we anticipate.

management believes that these forward-looking statements are reasonable as and when made, there can be no assurance that future developments

current expectations, beliefs and assumptions concerning future developments and business conditions and their potential effect on us. While

The absence of these words, however, does not mean that the statements are not forward-looking. These forward-looking statements are based on our

“foresee,” “should,” “would,” “could,” “may,” “will,” “likely,” “predict,” “estimate,” “outlook” and similar expressions, including the negatives thereof.

results. Forward-looking statements are often identified by the words “guidance,” “confident,” “believe,” “expect,” “anticipate,” “plan,” “intend,”

Forward-looking statements usually relate to future events and anticipated revenues, earnings, cash flows or other aspects of our operations or operating

herein and therein may contain “forward-looking statements” as defined in Section 27A of the Securities Act and Section 21E of the Exchange Act.

This prospectus, any accompanying prospectus supplement, any applicable free writing prospectus and other documents incorporated by reference

FORWARD-LOOKING STATEMENTS

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events or otherwise, except to the extent required by law.

obligation to publicly update or revise any of our forward-looking statements after the date they are made, whether as a result of new information, future

We caution you not to place undue reliance on any forward-looking statements, which speak only as of the date they are made. We undertake no

•

such other risk factors set forth in our filings with the SEC.

•

our inability to obtain sufficient bonding capacity for certain contracts; and

•

risk in connection with our defined benefit pension plan commitments;

•

adverse seasonal and weather conditions and unfavorable currency exchange rates;

•

potential departure of our key managers and employees;

•

tax laws, treaties and regulations and any unfavorable findings by relevant tax authorities;

•

uninsured claims and litigation against us;

•

the additional restrictions on dividend payouts or share repurchases as an English public limited company;

protection and data security;

health and safety, labor and employment, import/export controls, currency exchange, bribery and corruption, taxation, privacy, data

•

our failure to comply with existing and future laws and regulations, including those related to environmental protection, climate change,

•

potential liabilities inherent in the industries in which we operate or have operated;

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prospectus, and you should not consider the information contained on our website to be part of this prospectus.

textual reference only. The information contained on our website or that can be accessed through our website is not incorporated by reference into this

Road, Newcastle Upon Tyne, NE6 3PL, United Kingdom. Our Internet website is www.technipfmc.com. Our website address is provided as an inactive

(281) 591- 4000. We are registered in England and Wales under company number 09909709, with registered office at Hadrian House, Wincomblee

Our principal executive offices are currently located at One Subsea Lane, Houston, Texas 77044, United States, and our telephone number is +1

results, enabling us to achieve our vision of enhancing the performance of the world’s energy industry.

challenging industry conventions, and rethinking how the best results are achieved. This leads to fresh thinking, streamlined decisions, and smarter

Each of our more than 20,000 employees is driven by a steady commitment to clients and a culture of project execution, purposeful innovation,

assets efficiently to ensure we are well-prepared to drive and benefit from the opportunities in many of the markets we serve.

market growth opportunities and expanding our range of services, including opportunities arising through the energy transition. We are managing our

differentiation, seamless execution, and reliance on simplification to drive costs down. We are targeting profitable and sustainable growth by seizing

Enhancing our performance and competitiveness is a key component of our strategy, which is achieved through technology and innovation

their positioning to meet the energy transition challenge.

innovative technologies and improved efficiencies, our offering unlocks new possibilities for our customers in developing their energy resources and in

We are uniquely positioned to deliver greater efficiency across project lifecycles, from concept to project delivery and beyond. Through

headquarters in Houston, Texas, United States, and in 2022 we operated across two business segments: Subsea and Surface Technologies.

production systems, integrated expertise, and comprehensive solutions, we are transforming our customers’ project economics. We have operational

We are a global leader in the energy industry, delivering projects, products, technologies, and services. With our proprietary technologies and

OUR COMPANY

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cause you to lose all or part of your investment in the offered securities.

prospectus supplement and any applicable free writing prospectus before acquiring any of such securities. The occurrence of any of these risks might

prospectus, as updated by our subsequent filings under the Exchange Act, and the risk factors and other information contained in the applicable

10-Q or Current Reports on Form 8-K that we file after the date of this prospectus, all other information contained or incorporated by reference into this

consider the risk factors incorporated by reference to our most recent Annual Report on Form 10-K and any subsequent Quarterly Reports on Form

Investment in any securities offered pursuant to this prospectus and the applicable prospectus supplement involves risks. You should carefully

RISK FACTORS

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We intend to use the net proceeds from the sale of the securities as set forth in the applicable prospectus supplement.

USE OF PROCEEDS

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description.

registration statement on Form 8-A filed with the SEC on January 17, 2017, including any amendment or report filed for the purpose of updating that

The description of the ordinary shares, nominal value $1.00 per share, of TechnipFMC plc is incorporated into this prospectus by reference to our

DESCRIPTION OF ORDINARY SHARES

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We will include the specific terms of each series of the preference shares being offered in a supplement to this prospectus.

aggregate voting power of our entire issued share capital that, being entitled to vote, vote on the resolution at a general meeting of TechnipFMC plc.

such determination, as our board of directors may determine). Such ordinary resolution must be approved by holders of a simple majority of the

dividend, return of capital, voting or otherwise as the shareholders may from time to time by “ordinary resolution” determine (or in the absence of any

Our articles of association authorize us to issue shares, with such preferred, deferred or other special rights, or such restrictions, whether as regards

statement of which this prospectus forms a part, and any certificate of designations establishing a series of preference shares.

please refer to the applicable prospectus supplement, our articles of association, which is incorporated by reference as an exhibit to the registration

set forth below is only a summary and is not complete. For more information regarding the preference shares which may be offered by this prospectus,

As used in this description, the words “we,” “us” and “our” refer to TechnipFMC plc and not to any of its subsidiaries or affiliates. The description

DESCRIPTION OF PREFERENCE SHARES

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the debt securities may be delivered;

the securities of such series may be surrendered for registration of transfer or exchange, and where notices and demands to us in respect of

•

the place or places where principal of, and interest, if any, on the debt securities will be payable (and the method of such payment), where

on any interest payment date;

interest will accrue, the date or dates on which interest will commence and be payable and any regular record date for the interest payable

commodity index, stock exchange index or financial index) at which the debt securities will bear interest, the date or dates from which

•

the rate or rates (which may be fixed or variable) per annum or the method used to determine the rate or rates (including any commodity,

•

the date or dates on which the principal of the securities of the series is payable;

•

any limit on the aggregate principal amount of the debt securities;

•

the price or prices (expressed as a percentage of the principal amount) at which we will sell the debt securities;

•

the title and ranking of the debt securities (including the terms of any subordination provisions);

of debt securities being offered, the aggregate principal amount and the following terms of the debt securities, if applicable:

par, at a premium, or at a discount. We will set forth in a prospectus supplement (including any pricing supplement or term sheet) relating to any series

We can issue an unlimited amount of debt securities under the indenture that may be in one or more series with the same or various maturities, at

series of debt securities will be described in a prospectus supplement relating to such series (including any pricing supplement or term sheet).

in the manner provided in a resolution of our board of directors, in an officer’s certificate, or by a supplemental indenture. The particular terms of each

The terms of each series of debt securities will be established by or pursuant to a resolution of our board of directors, and set forth or determined

General

meanings specified in the indenture.

and you should read the indenture for provisions that may be important to you. Capitalized terms used in the summary and not defined herein have the

summarized select portions of the indenture below. The summary is not complete. The indenture has been filed as an exhibit to the registration statement

(as successor to U.S. Bank National Association), or another trustee to be named in the applicable prospectus supplement, as trustee. We have

The debt securities will be issued under an indenture dated as of March 29, 2017, between us and U.S. Bank Trust Company, National Association

this prospectus, the debt securities will be our direct, unsecured obligations and may be issued in one or more series.

in this prospectus. Debt securities may be our senior, senior subordinated or subordinated obligations and, unless otherwise specified in a supplement to

We may issue debt securities either separately, or together with, or upon the conversion or exercise of or in exchange for, other securities described

extent the general terms and provisions described in this prospectus apply to a particular series of debt securities.

of debt securities, we will describe the specific terms of the series in a supplement to this prospectus. We will also indicate in the supplement to what

summarizes certain general terms and provisions of the debt securities that we may offer under this prospectus. When we offer to sell a particular series

The following description, together with the additional information we include in any applicable prospectus supplement or free writing prospectus,

affiliates.

As used in this description, the words “TechnipFMC,” “we,” “us” and “our” refer to TechnipFMC plc and not to any of its subsidiaries or

DESCRIPTION OF DEBT SECURITIES

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any, of such guarantees.

•

whether any of our direct or indirect subsidiaries will guarantee the debt securities of that series, including the terms of subordination, if

securities; and

including any terms that may be required under applicable law or regulations or advisable in connection with the marketing of the

•

any other terms of the debt securities, which may supplement, modify or delete any provision of the indenture as it applies to that series,

conversion or exchange price and provisions affecting conversion or exchange;

exchange price and period, provisions as to whether conversion or exchange will be mandatory, the events requiring an adjustment of the

•

the provisions, if any, relating to conversion or exchange of any debt securities of such series, including, if applicable, the conversion or

•

any depositaries, interest rate calculation agents, exchange rate calculation agents or other agents with respect to the debt securities;

•

any addition to, deletion of or change in the covenants described in this prospectus or in the indenture with respect to the debt securities;

securities and any change in the acceleration provisions described in this prospectus or in the indenture with respect to the debt securities;

•

any addition to, deletion of or change in the Events of Default described in this prospectus or in the indenture with respect to the debt

•

any provisions relating to any security provided for the debt securities;

stock exchange index or financial index;

amounts may be determined by reference to an index based on a currency or currencies or by reference to a commodity, commodity index,

•

the manner in which the amounts of payment of principal of, premium, if any, or interest on the debt securities will be determined, if these

determined;

that or those in which the debt securities are denominated, the manner in which the exchange rate with respect to these payments will be

•

if payments of principal of, premium or interest on the debt securities will be made in one or more currencies or currency units other than

will be made;

•

the designation of the currency, currencies or currency units in which payment of principal of, premium and interest on the debt securities

denomination is a composite currency, the agency or organization, if any, responsible for overseeing such composite currency;

•

the currency of denomination of the debt securities, which may be U.S. Dollars or any foreign currency, and if such currency of

principal amount;

•

the portion of principal amount of the debt securities payable upon declaration of acceleration of the maturity date, if other than the

•

whether the debt securities will be issued in the form of certificated debt securities or global debt securities;

in excess thereof;

•

the denominations in which the debt securities will be issued, if other than denominations of U.S. $2,000 and integral multiples of $1,000

other detailed terms and provisions of these repurchase obligations;

•

the dates on which and the price or prices at which we will repurchase debt securities at the option of the holders of debt securities and

securities of the series shall be redeemed or purchased, in whole or in part, pursuant to such obligation;

holder of debt securities and the period or periods within which, the price or prices at which and in the terms and conditions upon which

•

any obligation we have to redeem or purchase the debt securities pursuant to any sinking fund or analogous provisions or at the option of a

securities;

•

the period or periods within which, the price or prices at which and the terms and conditions upon which we may redeem the debt

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Upon the assumption of all our obligations by a successor, we will be relieved of all obligations under the indenture, except in the case of a lease.

all conditions precedent set forth therein have been complied with.

scheme of arrangement or sale, conveyance, transfer or lease, and any related supplemental indenture, comply with the indenture and that

•

we deliver an officers’ certificate and opinion of counsel to the trustee stating that such conversion, consolidation, amalgamation, merger,

•

we or the successor will not immediately be in default under the indenture; and

Economic Co-operation and Development, including the United States or any state thereof or the District of Columbia;

indenture reasonably satisfactory to the trustee and (ii) is organized under the laws of a country that is a member of the Organisation for

lease is made (i) assumes all the obligations of TechnipFMC under the debt securities and the indenture pursuant to a supplemental

amalgamation, merger or scheme of arrangement (if other than TechnipFMC) or the person to which such sale, conveyance, transfer or

•

either (a) TechnipFMC is the surviving corporation or (b) the person formed by or surviving any such conversion, consolidation,

person or sell, convey, transfer or lease all or substantially all of our properties and assets to another person, unless:

The indenture provides that we may not convert, consolidate, amalgamate, merge or enter into a scheme of arrangement with or into any other

Merger, Consolidation and Sale of Assets

results in a change in control) that could adversely affect holders of debt securities.

the debt securities protection in the event we have a change in control or in the event of a highly leveraged transaction (whether or not such transaction

Unless we state otherwise in the applicable prospectus supplement, the debt securities will not contain any provisions that may afford holders of

No Protection in the Event of a Change of Control

We will set forth in the applicable prospectus supplement any restrictive covenants applicable to any issue of debt securities.

Certain Covenants

behalf of, the Depositary, and registered in the name of the Depositary or a nominee of the Depositary.

as set forth in the applicable prospectus supplement. Each global debt security representing book-entry debt securities will be deposited with, or on

“Depositary”), or a nominee of the Depositary (we will refer to any debt security represented by a global debt security as a “book-entry debt security”),

Each debt security will be represented by either one or more global securities registered in the name of The Depository Trust Company (the

Transfer and Exchange

that issue of debt securities and such foreign currency or currencies or foreign currency unit or units in the applicable prospectus supplement.

units, we will provide you with information on the restrictions, elections, general tax considerations, specific terms and other information with respect to

principal of and any premium and interest on any series of debt securities is payable in a foreign currency or currencies or a foreign currency unit or

If we denominate the purchase price of any of the debt securities in a foreign currency or currencies or a foreign currency unit or units, or if the

other special considerations applicable to any of these debt securities in the applicable prospectus supplement.

acceleration of their maturity pursuant to the terms of the indenture. We will provide you with information on the federal income tax considerations and

We may issue debt securities that provide for an amount less than their stated principal amount to be due and payable upon declaration of

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request, order or direction of any holders, unless the holders offer the trustee indemnity reasonably satisfactory to the trustee.

Other than its duties in case of a default, a trustee is not obligated to exercise any of its rights, security or powers under any indenture at the

immediately due and payable without any declaration or other act on the part of the trustee or any holder.

together with any accrued but unpaid premium or interest on, all debt securities outstanding under the Indenture will automatically become and be

Notwithstanding the foregoing, if an event of default specified in clause (5) or (6) above occurs and is continuing, then all unpaid principal of,

void the declaration.

subject to certain conditions, the holders of a majority in principal amount of the debt securities of that series (or of all series, as the case may be) can

together with any accrued but unpaid premium or interest on, all the debt securities of that series to be due and payable immediately. If this happens,

(ii) all series of debt securities affected by such default (in the case of a default described under clause (4) above) may declare the unpaid principal of,

25% in aggregate principal amount of (i) the series affected by such default (in the case of a default described in clause (1), (2), (3) or (7) above) or

If an event of default for any series of debt securities issued under the indenture occurs and continues, the trustee or the holders of not less than

or any premium) if it considers the withholding of notice to be in the interests of the holders.

issued under the indenture. The trustee may withhold notice to the holders of debt securities of any default (except in the payment of principal, interest

An event of default for a particular series of debt securities does not necessarily constitute an event of default for any other series of debt securities

(7) any other event of default as may be specified in the supplemental indenture with respect to debt securities of that series.

for 60 consecutive days; or

or adjudges TechnipFMC insolvent, or (iii) orders the winding up or liquidation of TechnipFMC; and the order or decree remains unstayed and in effect

relief against TechnipFMC in an involuntary case, (ii) appoints a custodian or similar official of TechnipFMC or for any substantial part of its property

(6) a court of competent jurisdiction enters an order or decree under any bankruptcy, insolvency, reorganization or other similar law that (i) is for

debts generally as they come due or takes any corporate action in furtherance of any of the actions referred to above in this clause (5);

of it or for any substantial part of its property, or (iv) makes an assignment for the benefit of its creditors, or TechnipFMC admits its inability to pay its

case, (ii) consents to the entry of any order for relief against it in an involuntary case, (iii) consents to the appointment of a custodian or similar official

(5) TechnipFMC, pursuant to or within the meaning of any bankruptcy, insolvency, reorganization or other similar law, (i) commences a voluntary

amount of debt securities of all series having the benefit of such covenant;

benefit of another series), which failure or breach continues for 90 days after written notice from the trustee or the holders of at least 25% in principal

(4) failure to perform, or a breach of, any other covenant of TechnipFMC in the indenture (other than a covenant included in the indenture for the

(3) failure to deposit any mandatory sinking fund payment on any debt security of that series when due, which failure continues for 30 days;

(2) failure to pay the principal of or any premium on any debt security of that series when due;

(1) failure to pay any interest on any debt security of that series when due, which failure continues for 30 days;

An “Event of Default,” when used in the indenture, with respect to debt securities of any series, means any of the following:

Events of Default

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defeasance only, such opinion of counsel must be based on a ruling of the Internal Revenue Service or a change in applicable federal income tax law.

same amounts, in the same manner and at the same times as would have been the case if such defeasance had not occurred. In the case of legal

will not recognize income, gain or loss for federal income tax purposes as a result of such defeasance and will be subject to federal income tax on the

delivery to the trustee of an opinion of counsel (subject to customary exceptions and exclusions) to the effect that holders of that series of debt securities

series of debt securities to the date of redemption or stated maturity, as the case may be, and we must comply with certain other conditions, including

Government Obligations (as defined in the indenture) or a combination thereof for the payment of principal, premium, if any, and interest on the relevant

In order to exercise either defeasance option, we must irrevocably deposit in trust (the “defeasance trust”) with the trustee money, U.S.

specified in clause (4) or (7) under “Events of Default” above.

exercise our covenant defeasance option, payment of the affected series of debt securities may not be accelerated because of an Event of Default

defeasance option, payment of the defeased series of debt securities may not be accelerated because of an Event of Default with respect thereto. If we

We may exercise our legal defeasance option notwithstanding our prior exercise of our covenant defeasance option. If we exercise our legal

defeasance”).

We at any time may terminate our obligations under certain covenants, including those with respect to a series of debt securities (“covenant

such debt securities.

series, to replace mutilated, destroyed, lost or stolen debt securities of that series and to maintain a securities registrar and paying agent in respect of

certain obligations, including those respecting the defeasance trust and obligations to register the transfer of or exchange the debt securities of that

We at any time may terminate all our obligations under the indenture as they relate to a series of debt securities (“legal defeasance”), except for

Defeasance and Discharge

affected.

•

in respect of a covenant which under the indenture cannot be amended without the consent of the holder of each outstanding debt security

•

in the payment of the principal of, premium, if any, or interest on, any debt security; or

except in each case a default:

all outstanding debt securities may on behalf of the holders of all debt securities waive any other past default under the indenture and its consequences,

series waive any past default under the indenture with respect to such series and its consequences, and the holders of a majority in principal amount of

The holders of a majority in principal amount of the debt securities of any series may on behalf of the holders of all the debt securities of such

adversely affect the interests of holders or to create a new series of debt securities, without the consent of any holder of debt securities.

We may enter into supplemental indentures for other purposes specified in the indenture, including to make changes that would not materially

without the consent of all holders of debt securities of the affected series.

supplemental indenture relating to that series. However, no change may affect the payment terms or the percentage required to change other terms

Holders who own a majority in principal amount of the debt securities of a series may agree with us to change the provisions of the indenture or

Modification and Waiver

outstanding debt securities may do the same in relation to any other event of default.

of default described in clause (1), (2), (3) or (7) above respecting such series of debt securities, and the holders of a majority in principal amount of all

and place of conducting any proceeding or any remedy available to the trustee, or exercising any power conferred upon the trustee, relating to an event

Subject to certain limitations, the holders of a majority in principal amount outstanding of any series of debt securities may direct the time, method

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been brought in an inconvenient forum.

the debt securities) waive any objection to proceedings in any such courts, whether on the ground of venue or on the ground that the proceedings have

proceeding brought in any such court. The indenture further provides that we, the trustee and the holders of the debt securities (by their acceptance of

process to such party’s or its authorized agent’s address set forth in the indenture will be effective service of process for any suit, action or other

securities) irrevocably submit to the jurisdiction of such courts in any such legal action or proceeding. The indenture further provides that service of any

New York in each case located in the City of New York, and we, the trustee and the holder of the debt securities (by their acceptance of the debt

contemplated thereby may be instituted in the federal courts of the United States of America located in the City of New York or the courts of the State of

The indenture provides that any legal action or proceeding arising out of or based upon the indenture, the debt securities or the transactions

securities or the transactions contemplated thereby.

the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to the indenture, the debt

The indenture provides that we, the trustee and the holders of the debt securities (by their acceptance of the debt securities) irrevocably waive, to

The indenture and the debt securities will be governed by and construed in accordance with the laws of the State of New York.

Governing Law

federal securities laws, and it is the view of the SEC that such a waiver is against public policy.

are part of the consideration for issuance of the debt securities. However, this waiver and release may not be effective to waive liabilities under U.S.

obligations or their creation. Each holder of debt securities by accepting a debt security waives and releases all such liability. Such waiver and release

any liability for any obligations of TechnipFMC under the debt securities, or the indenture, or for any claim based on, in respect of, or by reason of, such

No past, present or future director, officer, employee, incorporator, shareholder, member, manager or partner of TechnipFMC, as such, will have

No Personal Liability of Directors, Officers, Employees or Shareholders

redemption date.

an amount of cash sufficient to pay the entire indebtedness of such debt securities, including interest to their stated maturity or applicable

within one year or are called for redemption within one year, and in the case of this bullet point we have deposited with the trustee in trust

•

all such debt securities not so delivered for cancellation have either become due and payable or by their terms will become due and payable

•

deliver all outstanding debt securities of that series to the trustee for cancellation; or

obligation to register the transfer of and exchange debt securities of that series, provided that we either:

In addition, we may satisfy and discharge all our obligations under the indenture with respect to debt securities of any series, other than our

payments, however.

amounts due on the debt securities of that series at the time of the acceleration resulting from such event of default. We would remain liable for such

series and the debt securities are declared due and payable because of the occurrence of an event of default, such amount may not be sufficient to pay

due on the debt securities of a defeased series at the time of their maturity, if we exercise our covenant defeasance option for the debt securities of any

Although the amount of money and U.S. Government Obligations on deposit with the trustee would be intended to be sufficient to pay amounts

for payment of principal of and any premium and interest on their debt securities until maturity.

In the event of any legal defeasance, holders of the debt securities of the relevant series would be entitled to look only to the defeasance trust fund

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or fraudulent transfer under applicable law.

The obligations of a guarantor under any such guarantee will be limited as necessary to prevent the guarantee from constituting a fraudulent conveyance

You should read the particular terms of the guarantee documents, which will be described in more detail in the applicable prospectus supplement.

•

any additional terms of the guarantees.

applicable to the guaranteed debt securities; and

•

the terms under which the guarantees may be amended, modified, waived, released or otherwise terminated, if different from the provisions

•

whether the guarantees are senior or subordinate to other guarantees or debt;

•

the securities to which the guarantees apply;

supplement relating to a particular issue of guarantees will describe the terms of those guarantees, including the following:

plc may issue guarantees of debt securities and other securities. Each guarantee will be issued under a supplement to an indenture. The prospectus

As used in this description, the words “we,” “us” and “our” refer to TechnipFMC plc and not to any of its subsidiaries or affiliates. TechnipFMC

DESCRIPTION OF GUARANTEES

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warrants.

•

any other material terms of such warrants, including terms, procedures and limitations relating to the exchange and exercise of such

•

if applicable, a discussion of any material U.S. federal income tax considerations; and

•

information with respect to book-entry procedures, if any;

•

if applicable, the date on and after which such warrants and the related securities will be separately transferable;

each such security;

•

if applicable, the designation and terms of the securities with which such warrants are issued and the number of such warrants issued with

•

if applicable, the minimum or maximum amount of such warrants which may be exercised at any one time;

•

the date on which the right to exercise such warrants shall commence and the date on which such right shall expire;

•

the price at which, and the currency or currencies in which the securities purchasable upon exercise of, such warrants may be purchased;

specified commodities, currencies, securities or indices or any combination of the foregoing, purchasable upon exercise of such warrants;

•

the securities or other rights, including rights to receive payment in cash or securities based on the value, rate or price of one or more

•

the price or prices at which such warrants will be issued;

•

the aggregate number of such warrants;

•

the title of such warrants;

any warrants in respect of which this prospectus is being delivered:

warrant agreement will be set forth in the applicable prospectus supplement. The applicable prospectus supplement will specify the following terms of

entered into between us and a warrant agent. The terms of any warrants to be issued and a description of the material provisions of the applicable

securities and may be attached to, or separate from, such securities. Each series of warrants will be issued under a separate warrant agreement to be

warrants to purchase ordinary shares, preference shares, debt securities or units. Warrants may be issued independently or together with any other

As used in this description, the words “we,” “us” and “our” refer to TechnipFMC plc and not to any of its subsidiaries or affiliates. We may issue

DESCRIPTION OF WARRANTS

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prospectus supplement.

to documents to be entered into by us. You should read the particular terms of the documents, which will be described in more detail in the applicable

The applicable prospectus supplement will describe the terms of any share purchase contract. The share purchase contracts will be issued pursuant

share purchase contracts are entered into or may be determined by reference to a specific formula set forth in the share purchase contracts.

or varying number of ordinary shares or preference shares. The price per share of our ordinary shares or preference shares may be fixed at the time the

contracts may, subject to the terms of such share purchase contracts, obligate us to purchase from holders, and obligate holders to sell to us, a specified

sell to the holders, a specified or varying number of our ordinary shares or preference shares at a future date or dates. Alternatively, the share purchase

share purchase contracts representing contracts obligating holders, subject to the terms of such share purchase contracts, to purchase from us, and us to

As used in this description, the words “we,” “us” and “our” refer to TechnipFMC plc and not to any of its subsidiaries or affiliates. We may issue

DESCRIPTION OF SHARE PURCHASE CONTRACTS

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•

a description of the provisions for the payment, settlement, transfer or exchange of the units.

•

a description of the terms of any unit agreement governing the units; and

comprising the units, including whether and under what circumstances the securities comprising the units may be traded separately;

•

the terms of the units and of any of the ordinary shares, preference shares, debt securities, guarantees, warrants or share purchase contracts

units in respect of which this prospectus is being delivered:

warrants, share purchase contracts or any combination of such securities. The applicable prospectus supplement will specify the following terms of any

the applicable prospectus supplement, we may issue units consisting of one or more ordinary shares, preference shares, debt securities, guarantees,

As used in this description, the words “we,” “us” and “our” refer to TechnipFMC plc and not to any of its subsidiaries or affiliates. As specified in

DESCRIPTION OF UNITS

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applicable prospectus supplement.

We will identify the specific plan of distribution, including any underwriters, dealers, agents or direct purchasers and their compensation in the

•

through a combination of any of these methods of sale.

•

directly to one or more purchasers; or

•

through agents;

•

through underwriters or dealers;

the securities from time to time:

As used in this description, the words “we,” “us” and “our” refer to TechnipFMC plc and not to any of its subsidiaries or affiliates. We may sell

PLAN OF DISTRIBUTION

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other issues relating to any offering by their own legal counsel.

New York law, if applicable, of any securities that may be offered pursuant to this prospectus. Any underwriters, dealers or agents will be advised about

securities that may be offered pursuant to this prospectus. Latham & Watkins LLP may also be requested to advise us with respect to the validity under

Latham & Watkins LLP will be requested to advise us with respect to the validity under the laws of England and Wales, if applicable, of any

LEGAL MATTERS

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registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

10-K for the year ended December 31, 2022 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent

Management’s Annual Report on Internal Control over Financial Reporting) incorporated in this prospectus by reference to the Annual Report on Form

The financial statements and management’s assessment of the effectiveness of internal control over financial reporting (which is included in

EXPERTS

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to the company of which he or she is a director.

company for a director of that company or of an associated company against liability for negligence, default, breach of duty or breach of trust in relation

Section 233 permits liability insurance, commonly known as directors’ and officers’ liability insurance, to be purchased and maintained by a

c)

qualifying pension scheme indemnity provision under Section 235.

b)

qualifying third-party indemnity provisions falling within Section 234; or

a)

liability insurance within Section 233;

of trust in relation to the company of which he or she is a director, except if permitted as:

company, or of an associated company, against any liability attaching to him or her in connection with any negligence, default, breach of duty or breach

Section 232(2) makes void any provision by which a company directly or indirectly provides an indemnity (to any extent) for a director of the

attach to her/him in connection with any negligence, default, breach of duty or breach of trust in relation to the company.

Section 232(1) makes void any provision that purports to exempt a director of a company (to any extent) from any liability that would otherwise

Companies Act.

arrangements TechnipFMC plc provides to its officers and directors in such capacities. All statutory references in this Item 15 are to the U.K.

or the U.K. Companies Act, contains provisions relating to directors’ liability. The description below relates to the insurance and indemnification

TechnipFMC plc is a limited company incorporated under the laws of England and Wales. Chapter 7 of Part 10 of the U.K. Companies Act 2006,

ITEM 15.

Indemnification of Directors and Officers.

applicable prospectus supplement.

estimate of the aggregate expenses in connection with the issuance and distribution of the securities being offered will be included in the

\*\*

These fees are calculated based upon the number of issuances and amount of securities offered and thus cannot be estimated at this time. An

particular offering of securities under the registration statement, and is therefore not currently determinable.

\*

Pursuant to Rules 456(b) and 457(r) under the Securities Act of 1933, as amended, the SEC registration fee will be paid at the time of any

Total

$\*\*

Miscellaneous

\*\*

Trustee Fees and Expenses

\*\*

Rating Agency Fees and Expenses

\*\*

Transfer Agent Fees and Expenses

\*\*

Blue Sky Fees and Expenses

\*\*

Accounting Fees and Expenses

\*\*

Legal Fees and Expenses

\*\*

Printing and Engraving Expenses

\*\*

FINRA Filing Fee

\*\*

SEC Registration Fee

$ \*

commissions) expected to be incurred in connection with a distribution of securities registered hereby:

The following table sets forth the best estimate of TechnipFMC plc as to its anticipated expenses and costs (other than underwriting discounts and

ITEM 14. Other Expenses of Issuance and Distribution.

INFORMATION NOT REQUIRED IN PROSPECTUS

PART II

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II-2

responsibilities as a director or officer of TechnipFMC plc or any of its subsidiaries.

officer in connection with the actual or purported exercise of, or failure to exercise or alleged failure to exercise, any of such person’s powers, duties or

law. These agreements indemnify these individuals against certain costs, charges, losses, liabilities, damages and expenses incurred by such director or

We are also party to deeds of indemnity with our directors and executive officers to indemnify them to the fullest extent allowed under applicable

of duty, breach of trust or otherwise, in relation to the relevant body or fund.

or purported exercise of his or her powers or otherwise in relation to his or her duties, powers or offices, whether comprising negligence, default, breach

whether in connection with any proven or alleged act or omission in the actual or purported execution or discharge of his or her duties or in the exercise

interested. This includes, without limitation, insurance against any loss or liability or any expenditure such director, officer or employee may incur,

in any way allied or associated; or a trustee of any pension fund in which employees of the company or any other body referred to are or have been

company or subsidiary undertaking has or had any interest or with which TechnipFMC plc or such holding company or subsidiary undertaking is or was

corporate entity which is or was the holding company or subsidiary undertaking of TechnipFMC plc, or in which TechnipFMC plc or such holding

to purchase and maintain insurance for or for the benefit of any person who is or was: a director, officer or employee of TechnipFMC plc, or any

The TechnipFMC plc Articles also provide that, subject to the U.K. Companies Act, TechnipFMC plc may exercise all the powers of the company

trustee of an occupational pension scheme.

company that is a trustee of an occupational pension scheme, against any liability incurred by him or her in connection with the company’s activities as

trust by him or her or otherwise, in relation to TechnipFMC plc or any associated company, and/ or any person who is or was a director of an associated

associated company against any loss or liability incurred by him or her whether in connection with any negligence, default, breach of duty or breach of

law, TechnipFMC plc shall exercise all the powers of the company to indemnify any person who is or was a director of TechnipFMC plc or of any

The TechnipFMC plc Articles of Association, or the TechnipFMC plc Articles, provide that, subject to the U.K. Companies Act and applicable

shareholder.

with Section 239, by a resolution of the shareholders of the company, disregarding the votes of the director (if a shareholder) and any connected

Conduct of a director amounting to negligence, default, breach of duty or breach of trust in relation to the company can be ratified, in accordance

Section 237 (and every shareholder has a right to inspect and request such copies under Section 238 free of charge).

copies of such indemnification provisions made available for inspection at TechnipFMC plc’s registered office or otherwise in accordance with

Any indemnity provided under Section 234 or Section 235 must be disclosed in the company’s annual report in accordance with Section 236 and

or the costs of an unsuccessful defense of criminal proceedings.

criminal fines or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature

incurred in connection with the company’s activities as trustee of the scheme. Such provision does not permit indemnification against liability to pay

Section 235 allows TechnipFMC plc to provide indemnification to a director that is a trustee of an occupational pension scheme against liability

him or her relief.

1157 (general power of court to grant relief in case of honest and reasonable conduct) of the U.K. Companies Act, in which the court refuses to grant

against such director or application for relief under Sections 661 (power of court to grant relief in case of acquisition of shares by innocent nominee) or

proceedings in which such director is convicted or civil proceedings brought by TechnipFMC plc, or an associated company, in which judgment is given

regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature or the costs of defense of criminal

associated company of TechnipFMC plc. Such an indemnity does not permit indemnification against liability to pay criminal fines or a sum payable to a

Section 234 allows TechnipFMC plc to provide an indemnity against liability incurred by a director to someone other than TechnipFMC plc or an

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24.1†

Powers of Attorney (included in signature page hereto).

23.3†

Consent of Latham & Watkins LLP (included in Exhibit 5.2).

23.2†

Consent of Latham & Watkins (London) LLP (included in Exhibit 5.1).

23.1†

Consent of PricewaterhouseCoopers LLP.

 5.2†

Opinion of Latham & Watkins LLP.

 5.1†

Opinion of Latham & Watkins (London) LLP.

 4.7\*

Form of Purchase Contract Agreement.

 4.6\*

Form of Unit Agreement.

 4.5\*

Form of Warrant Agreement.

 4.4\*

Form of subordinated note.

 4.3\*

Form of subordinated debt securities indenture.

 4.2\*

Form of senior note.

March 30, 2017) (File No. 001-37983).

U.S. Bank National Association), as trustee (incorporated by reference from Exhibit 4.1 to the Current Report on Form 8-K filed on

 4.1

Indenture, dated March 29, 2017, between TechnipFMC plc and U.S. Bank Trust Company, National Association (successor in interest to

January 17, 2017) (File No. 001-37983).

 3.1

Articles of Association of TechnipFMC plc (incorporated by reference from Exhibit 3.1 to the Current Report on Form 8-K filed on

(incorporated by reference from Exhibit 2.2 to the Current Report on Form 8-K filed on December 14, 2016) (File No. 333-213067).

Limited), Technip S.A., TechnipFMC Holdings Limited, TechnipFMC US Holdings LLC and TechnipFMC US Merger Sub LLC

 2.3

Joinder Agreement, dated as of December 14, 2016, by and among FMC Technologies, Inc., TechnipFMC plc (f/k/a TechnipFMC

Form 8-K filed on December 14, 2016) (File No. 333-213067).

TechnipFMC plc (f/k/a TechnipFMC Limited) and Technip S.A. (incorporated by reference from Exhibit 2.1 to the Current Report on

 2.2

Amendment No. 1 to Business Combination Agreement, dated as of December 14, 2016, by and among FMC Technologies, Inc.,

amended, filed on October 21, 2016) (File No. 333-213067).

Technologies SIS Limited) and Technip S.A. (incorporated by reference from Annex A-1 to the Registration Statement on Form S-4, as

 2.1

Business Combination Agreement, dated as of June 14, 2016, by and among FMC Technologies, Inc., TechnipFMC plc (f/k/a FMC

 1.1\*

Form of Underwriting Agreement.

No.

Description

Exhibit

Exhibit Index

The exhibits listed in the below Exhibit Index are filed (except where otherwise indicated) as part of this registration statement.

ITEM 16. Exhibits.

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the filed prospectus was deemed part of and included in the registration statement; and

(1) each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date

(d) that, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

termination of the offering.

(c) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the

fide offering thereof.

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

(b) that, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a

or is contained in a form of prospectus filed pursuant to Rule 424(b) that is a part of this registration statement.

Section 15(d) of the Securities Exchange Act of 1934, as amended, or the Exchange Act, that are incorporated by reference in this registration statement,

a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the registrant pursuant to Section 13 or

provided, however, that the undertakings set forth in paragraphs (a)(1), (a)(2) and (a)(3) above do not apply if the information required to be included in

material change to such information in the registration statement;

(3) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any

change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement; and

of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent

not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form

statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would

effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration

(2) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-

(1) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended, or the Securities Act;

(a) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

The undersigned registrant hereby undertakes:

ITEM 17. Undertakings.

†

Filed herewith.

\*

To be filed either by amendment or as an exhibit to a current report on Form 8-K and incorporated herein by reference.

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Filing Fee Table

Association, as trustee under the indenture included as Exhibit 4.1 above.

25.1†

Statement of Eligibility on Form T-1 under the Trust Indenture Act of 1939, as amended, of U.S. Bank Trust Company, National

No.

Description

Exhibit

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II-5

the final adjudication of such issue.

jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by

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

successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being

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

against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against

of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is

(g) insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons

that time shall be deemed to be the initial bona fide offering thereof.

registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at

employee benefit plan’s annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in this

registrant’s annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an

(f) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the

(4) any other communication that is an offer in the offering made by the registrant to the purchaser.

or its securities provided by or on behalf of the undersigned registrant; and

(3) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant

undersigned registrant;

(2) any free writing prospectus relating to the offering prepared by or on behalf of an undersigned registrant or used or referred to by the

(1) any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

securities to such purchaser:

means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such

statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by

securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration

(e) that, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the

immediately prior to such effective date.

any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document

prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify

is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or

time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that

registration statement relating to the securities in the registration statement to which that prospectus relates and the offering of such securities at that

for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the

first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B,

the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is

430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by Section 10(a) of

(2) each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule

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II-6

bona fide offering thereof.

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

(2) For the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to

(4) or 497(h) under the Securities Act of 1933 shall be deemed to be part of this registration statement as of the time it was declared effective.

part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as

(h) The undersigned registrant hereby undertakes that:

Table of Contents

II-7

Title: Executive Vice President, Chief Financial Officer

Name: Alf Melin

By:

 /s/ Alf Melin

TECHNIPFMC PLC

thereunto duly authorized, in the City of Houston, in the State of Texas, United States, on the 4th day of August, 2023.

meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned,

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it

SIGNATURES

Table of Contents

II-8

Kay G. Priestly

/s/ Kay G. Priestly

Director

August 4, 2023

Claire S. Farley

/s/ Claire S. Farley

Director

August 4, 2023

Margareth Øvrum

/s/ Margareth Øvrum

Director

August 4, 2023

John O’Leary

/s/ John O’Leary

Director

August 4, 2023

Eleazar de Carvalho Filho

/s/ Eleazar de Carvalho Filho

Director

August 4, 2023

Robert G. Gwin

/s/ Robert G. Gwin

Director

August 4, 2023

Cristina Aalders

Secretary (Authorized Representative in the U.S.)

/s/ Cristina Aalders

Executive Vice President, Chief Legal Officer, and

August 4, 2023

Alf Melin

(Principal Financial Officer)

/s/ Alf Melin

Executive Vice President, Chief Financial Officer

August 4, 2023

Douglas J. Pferdehirt

(Principal Executive Officer)

/s/ Douglas J. Pferdehirt

Chair and Chief Executive Officer

August 4, 2023

Signature

Title

Dated

the capacities and on the dates indicated.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in

of the State of Delaware and applicable federal securities laws.

substitute or substitutes, may lawfully do or cause to be done by virtue hereof. This power of attorney shall be governed by and construed with the laws

all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their its

authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith and about the premises as fully to

connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and

offering that is to be effective under Rule 462(b) of the Securities Act of 1933, and to file the same, with all exhibits thereto and other documents in

and sign any and all amendments, including post-effective amendments, to this registration statement and any other registration statement for the same

full power of substitution and resubstitution in each of them, for him or her and in his or her name, place and stead, and in any and all capacities, to file

Cristina Aalders, and each of them singly (with full power to each of them to act alone), as his or her true and lawful attorneys-in-fact and agents, with

Each of the undersigned officers and directors of the registrant hereby severally constitutes and appoints Alf Melin, Kristina Doroghazi and

POWERS OF ATTORNEY

Table of Contents

II-9

Sophie Zurquiyah

/s/ Sophie Zurquiyah

Director

August 4, 2023

John Yearwood

/s/ John Yearwood

Director

August 4, 2023

Signature

Title

Dated

Table of Contents

organised under the laws of Delaware.

registered foreign lawyers, or managers authorised by the SRA. We are affiliated with the firm Latham & Watkins LLP, a limited liability partnership

(London) LLP is open to inspection at its principal place of business, 99 Bishopsgate, London EC2M 3XF, and such persons are either solicitors,

York and authorised and regulated by the Solicitors Regulation Authority (SRA No. 203820). A list of the names of the partners of Latham & Watkins

Latham & Watkins is the business name of Latham & Watkins (London) LLP, a registered limited liability partnership organised under the laws of New

Statement unless a contrary indication appears; and

(a)

capitalised terms used without definition in this letter or the schedules hereto have the meanings assigned to them in the Registration

In this letter:

1.2

Defined terms and headings

Company.

In connection with the Registration Statement, we have been asked to provide this letter. We have taken instructions in this regard solely from the

1.1

Purpose

1.

INTRODUCTION

with the Ordinary Shares, the “Shares”), amongst other securities.

the directors of the Company in accordance with the Articles of Association (as defined in paragraph 1.3(c)) and English law as then in force (together

shares of the Company with a nominal value of US $1.00 per share (the “Ordinary Shares”) and preference shares of the Company as determined by

The Registration Statement has been filed in connection with the registration for issuance, offering, sale and delivery from time to time, of ordinary

Act of 1933, as amended (the “Securities Act”) on 4 August 2023.

the “Registration Statement”), filed with the United States Securities and Exchange Commission (the “SEC”), pursuant to the United States Securities

preparation and filing of a registration statement on Form S-3 (such registration statement, including the documents incorporated by reference therein,

We have acted as English legal advisers to the Company, a public limited company incorporated in England and Wales, in connection with the

Ladies and Gentlemen:

Re: TechnipFMC plc (the “Company”) – Registration Statement on Form S-3 – Exhibit 5.1

NE6 3PL

 83396

England

 09329

Newcastle Upon Tyne

Wincomblee Road

 Madrid

 Washington, D.C.

Hadrian House

 Los Angeles

 Tokyo

TechnipFMC plc

 London

 Tel Aviv

 Houston

 Singapore

 Hong Kong

 Silicon Valley

 Hamburg

 Shanghai

 Frankfurt

 Seoul

 Düsseldorf

 San Francisco

 Dubai

 San Diego

 Chicago

 Riyadh

 Century City

 Paris

4 August 2023

 Brussels

 Orange County

 Boston

 New York

 Beijing

 Munich

 Austin

 Milan

 FIRM / AFFILIATE OFFICES

 www.lw.com

 Tel: +44(0)20.7710.1000 Fax: +44(0)20.7374.4460

 United Kingdom

 London EC2M 3XF

 99 Bishopsgate

Exhibit 5.1

2

today’s date. In particular:

are governed by, and shall be construed in accordance with English law, and relate only to English law, as applied by the English courts as at

This letter, the opinion given in it, and any non-contractual obligations arising out of or in connection with this letter and/or the opinion given in it,

1.4

Applicable law

(f)

a PDF copy of the draft Registration Statement dated 1 August 2023.

11 January 2017; and

certificate of incorporation on re-registration of the Company as a public limited company under the name TechnipFMC plc dated

certificate of incorporation on change of name of the Company with the name TechnipFMC Limited dated 4 August 2016 and the

(e)

PDF copies of the certificate of incorporation of the Company with the name FMC Technologies SIS Limited dated 9 December 2015, the

preparation and filing of one or more registration statements on Form S-3 (the “Board Approval”);

(ii) at a meeting of the directors of the Company held on 25 July 2023, the directors of the Company approved, inter alia, the

(together, the “Allotment Authorities”); and

$88,261,602

(B)

disapplying section 561 of the Companies Act in respect of the allotment of the shares up to an aggregate nominal amount of

offer by way of a rights issue; and

nominal amount of $147,102,671, provided in the case of (b) that such shares are equity securities in connection with an

the capital of the Company: (a) up to an aggregate nominal amount of $147,102,671, and (b) up to a further aggregate

“Companies Act”), to allot shares in the Company, and to grant rights to subscribe for or convert any security into shares in

(A)

authorising the board of directors of the Company, for the purposes of section 551 of the Companies Act 2006 (the

(i)

the following resolutions were approved at the annual general meeting of the Company held on 28 April 2023:

Certificate”), certifying that:

(d)

a PDF executed copy of a secretary certificate signed by the Secretary of the Company dated 2 August 2023 (the “Secretary’s

2017, effective as from 16 January 2017, (the “Articles of Association”);

(c)

a PDF copy of the articles of association of the Company adopted at a general meeting of the Company by special resolution on 12 January

Company (paragraphs 1.3(a) and 1.3(b) together, the “Searches”);

(b)

an online search at the Central Registry of Winding Up Petitions, London on 3 August 2023 at 11:39 am (London time) with respect to the

(a)

an online search at Companies House in respect of information available for inspection about the Company conducted on 3 August 2023;

For the purpose of issuing this letter, we have reviewed only the following documents and conducted only the following enquiries and searches:

1.3

Legal review

(b)

headings are for ease of reference only and shall not affect interpretation.

Page 2

3

may arise or be suffered as a result of or in connection with the transactions contemplated by the Registration Statement.

We express no opinion as to any agreement, instrument or other document other than as specified in this letter or as to any liability to tax which

3.

EXTENT OF OPINION

thereof) and will not be subject to any call for payment of further capital.

validly authorised and issued, fully paid or credited as fully paid (subject to the receipt of valid consideration by the Company for the issue

members of the Company and delivered in accordance with the terms of the Registration Statement and as described therein, will be duly and

it is our opinion that, as of today’s date, the Shares, if and when allotted and issued, registered in the name of the recipient in the register of

(e)

valid entries having been made in relation to the allotment and issue of the Shares in the books and registers of the Company,

not less than the aggregate nominal value for such Shares; and

(d)

the receipt in full of payment for the Shares in an amount of “cash consideration” (as defined in section 583(3) of the Companies Act) of

(c)

the directors of the Company having validly resolved to allot the Shares;

allotment having been validly disapplied;

the Company to allot such Shares and any rights of pre-emption under such articles of association or the Companies Act in respect of such

of the Company in force at the time of such allotment and issue, the Companies Act and any relevant authority given by the members of

(b)

the directors of the Company at the time of any allotment and issue of Shares being duly authorised pursuant to the articles of association

effective;

(a)

the Registration Statement, as amended and supplemented, having become effective under the Securities Act and continuing to be so

Subject to paragraph 1 (Introduction) and the other matters set out in this letter and its Schedules, and subject further to the following:

2.

OPINION

(Opinion) below and does not extend, and should not be read as extending, by implication or otherwise, to any other matters.

reservations set out in Schedule 2 (Reservations) to this letter. The opinion given in this letter is strictly limited to the matters stated in paragraph 2

The opinion given in this letter is given on the basis of each of the assumptions set out in Schedule 1 (Assumptions) and are subject to each of the

1.5

Assumptions and reservations

(b)

we express no opinion in this letter on the laws of any jurisdiction other than England.

doubt, European Union law on and after 1 January 2021) affects the opinion stated below; and

(a)

we have not investigated the laws of any country other than England and we assume that no foreign law (including, for the avoidance of

Page 3

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LATHAM & WATKINS

Sincerely

acquires Shares from the Company), without our prior written consent, which may be granted or withheld in our discretion.

to or relied upon by any other person, firm or entity for any purpose (including, without limitation, by any person, firm or other entity that

This letter may not be relied upon by you for any other purpose, and, other than as set out in this paragraph 4, may not be furnished to, or assigned

required under Section 7 of the Securities Act or the rules and regulations thereunder.

exhibit to the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is

This letter is addressed to you solely for your benefit in connection with the Registration Statement. We consent to the filing of this letter as an

4.

RELIANCE AND DISCLOSURE

after today, or to inform the addressee of any change in circumstances happening after the date of this letter which would alter our opinion.

supplement this letter to reflect any facts or circumstances which may subsequently come to our attention, any changes in laws which may occur

This letter only applies to those facts and circumstances which exist as at today’s date and we assume no obligation or responsibility to update or

Page 4

5

adopted, have not been revoked or varied and remain in full force and effect and will remain so as at each Allotment Date;

throughout, the requisite majority of directors voted in favour of approving the resolutions and the resolutions passed thereat were duly

applicable, those relating to the declaration of directors’ interests or the power of interested directors to vote), a quorum was present

that was duly constituted, convened and conducted and all constitutional, statutory and other formalities were duly observed (including, if

resolutions of the board of the directors referred to in paragraph 2(c) of this opinion were duly passed at a meeting of the board of directors

(i)

that the Board Approval referred to in the Secretary’s Certificate provided to us in connection with the giving of this opinion and the

Searches were made and that the results of the Searches will remain complete and accurate as at each Allotment Date;

so delivered, that the results of the Searches are complete and accurate, and that the position has not changed since the times at which the

(h)

that all documents, forms and notices which should have been delivered to the UK Companies House in respect of the Company have been

Allotment Date;

(iii) any other necessary shareholder resolutions having been duly passed and such resolutions remaining in full force and effect on each

the Companies Act and such consents and/or sanctions remaining in full force and effect at each Allotment Date; and

(ii)

the consents or sanctions of each relevant class of shares having been provided in accordance with the Articles of Association and

(i)

any necessary changes having been made to the Articles of Association;

Articles of Association, the Companies Act and all other applicable laws:

(g)

that to the extent required to ensure that any Shares (other than the Ordinary Shares) are validly allotted and issued in accordance with the

Date;

(f)

that a complete prospectus supplement will have been prepared and filed with the SEC describing the Shares offered before each Allotment

Date”);

the Articles of Association, in each case prior to any date on which Shares are allotted or issued (each such date being an “Allotment

(e)

that the Articles of Association remain in full force and effect, and (subject to (g)(i) below) no alteration has been made or will be made to

English law;

(d)

that the filing of the Registration Statement with the SEC has been authorised by all necessary actions under all applicable laws other than

specimen;

(c)

that where a document has been examined by us in draft or specimen form, it will be or has been duly executed in the form of that draft or

(b)

that in the case of a document signed electronically, the person signing it intended to sign and be bound by the document;

as originals, and the conformity to authentic original documents of all documents submitted to us as copies;

(a)

The genuineness of all signatures, stamps and seals on all documents, the authenticity and completeness of all documents submitted to us

1.

GENUINE, AUTHENTIC AND COMPLETE DOCUMENTS/SEARCHES

The opinion in this letter has been given on the basis of the following assumptions:

ASSUMPTIONS

SCHEDULE 1

Page 5

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the rules of any stock exchange on which the Company’s securities may be traded;

Companies Act and the applicable law, rules and regulations in force at the time of such allotment and issue, including without limitation,

(p)

that any allotment and issue of Shares will be duly made in accordance with both the Articles of Association (as may be amended), the

in dollars or equivalent in any other currency);

(o)

that no Shares shall be allotted or issued, or are or shall be committed to be allotted or issued, at a discount to their nominal value (whether

Shares;

issue (or purport to allot or issue) Shares in excess of such powers or in breach of any other limitation on their power to allot and issue

Act as if section 561 of the Companies Act did not apply to such allotment and issue, and the directors of the Company shall not allot or

allot and issue such Shares under section 551 of the Companies Act and under section 570 or section 571 (as applicable) of the Companies

(n)

that immediately prior to allotment, the directors of the Company had or shall have sufficient authority and powers conferred upon them to

value and any premium thereon as at each Allotment Date;

holders thereof in the register of members of the Company showing that all such Shares shall have been fully paid up as to their nominal

in section 583(3) of the Companies Act) in full, equal to the subscription price payable for such Shares and shall have entered the holder or

(m)

that at the time of each allotment and issue of any Shares, the Company shall have received “cash consideration” (as such term is defined

force and effect at each Allotment Date;

the passing of the resolutions and no such resolution will have been revoked or varied prior to each Allotment Date and will remain in full

Articles of Association, that all constitutional, statutory and other formalities will be observed at the general meeting in connection with

(l)

that any subsequent general meeting referred to in (k) above will be validly constituted, convened and conducted in accordance with the

rescinded or amended;

section 561 of the Companies Act, and such resolutions and authorities remaining in full force and effect and not having expired, been

Company pursuant to section 570 or section 571 (as applicable) of the Companies Act to allot such Shares, free of the restrictions in

section 551 of the Companies Act to allot such Shares, and (ii) as may be required, as a special resolution to empower the directors of the

meeting duly and validly having resolved (i) as an ordinary resolution to authorise the board of directors of the Company pursuant to

permit such allotment and issue of Shares, or if at any Allotment Date, the Allotment Authorities have expired, the Company in general

(k)

that as at each Allotment Date, the authority granted pursuant to the Allotment Authorities will remain unutilised to the extent necessary to

will not be revoked or varied and remain in full force and effect and will remain so as at the Allotment Date;

other formalities were duly observed, and the resolutions set out in the Secretary’s Certificate were validly passed and have not been and

Allotment Authorities, which were approved in a duly convened, constituted and quorate meeting in which all constitutional, statutory and

certifies, inter alia, resolutions approved at an annual general meeting of the Company held on 28 April 2023, is a true record of the

(j)

that the Secretary’s Certificate provided to us and referred to in paragraph 1.3(d) in connection with the giving of this opinion, which

Page 6

7

with respect to the Company) and such actions and steps will not have been taken as at any Allotment Date.

order, application or filing or appointment of a liquidator, receiver, administrator, administrative receiver, monitor or similar officer has been made

been dissolved or declared bankrupt (although the Searches gave no indication that any winding-up, dissolution, moratorium or administration

unable to pay its debts within the meaning of that section as a result of any of the transactions contemplated herein, is not insolvent and has not

and the Company is not unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986 and will not become

administrative receiver, monitor or similar officer of, the Company or all or any of its assets (or any analogous proceedings in any jurisdiction)

jurisdictions, of, or for the commencement of a moratorium in respect of or the appointment of a liquidator, receiver, trustee, administrator,

Company for the liquidation, administration, winding up, dissolution, reorganisation, or bankruptcy or similar procedures in other relevant

That the Company has not taken any corporate or other action nor have any steps been taken or legal proceedings been started against the

3.

INSOLVENCY

made or will be made within the prescribed time limits.

Company or if such consents, approvals, authorisations, orders, licences, registrations, filings or similar formalities are required, these have been

filings or similar formalities are required in connection with the execution, delivery and performance of the Registration Statement by the

That except to the extent expressly set out in the opinion given in this letter no consents, approvals, authorisations, orders, licences, registrations,

2.

FILINGS, APPROVALS, CONSENTS ETC.

allotment and issue of Shares.

duty, breach of trust, fraud, coercion, duress or undue influence on the part of any of the directors of the Company in relation to any

section 172 of the Companies Act (duty to promote the success of the Company), and there has not and will not be any bad faith, breach of

(v)

that in relation to the allotment and issue of the Shares, the directors of the Company have acted and will act in the manner required by

Shares will promote the success of the Company for the benefit of its members as a whole; and

of carrying on the business of the Company and that there will be reasonable grounds for believing that the allotment and issue of the

(u)

that the Shares will be allotted and issued in good faith and on bona fide commercial terms and on arms’ length terms and for the purpose

laws and regulations and that each allotment and issue of Shares will be consistent with all such laws and regulations;

(t)

that the Company has complied and will comply with all applicable anti-terrorism, anti-money laundering, sanctions and human rights

(s)

that in issuing and allotting Shares, the Company is not carrying on a regulated activity for the purposes of section 19 of FSMA;

shares or other securities;

Kingdom laws or regulations relating to offers or invitations to subscribe for, or to acquire rights to subscribe for or otherwise acquire,

public, and no communication has been or shall be made in relation to the Shares in breach of section 21 of the FSMA or any other United

Services and Markets Act 2000 (“FSMA”) or of any other United Kingdom laws or regulations concerning offers of securities to the

(r)

that no Shares or rights to subscribe for Shares have been or shall be offered to the public in the United Kingdom in breach of the Financial

adverse implications in relation to the opinion given above;

(q)

that there is, at each Allotment Date, no matter affecting the authority of the directors to issue and allot the Shares which would have any

Page 7

8

omitted from it.

foreign law, or the reasonableness of any statements of opinion, contained in the Registration Statement, or that no material facts have been

(d)

it should be understood that we have not been responsible for investigating or verifying the accuracy of the facts, including statements of

(c)

we express no opinion as to matters of fact;

territory;

insolvency) to assist the courts having the corresponding jurisdiction in any part of the United Kingdom or any relevant country or

exercising its discretion under section 426 of the Insolvency Act 1986 (co-operation between courts exercising jurisdiction in relation to

administration, reorganisation, liquidation, moratoria, schemes, restructuring plans or analogous circumstances; and (ii) an English court

(b)

the opinion set out in this letter is subject to (i) any limitations arising from applicable laws relating to insolvency, bankruptcy,

insolvency proceeding commenced. We have not made enquiries of any District Registry or County Court;

presented or made, a monitor or receiver appointed, a company voluntary arrangement proposed or approved or a moratorium or any other

(a)

The Searches are not capable of revealing conclusively whether or not a winding-up or administration petition, filing or order has been

The opinion in this letter is subject to the following reservations:

RESERVATIONS

SCHEDULE 2

Page 8

herein with respect to the issue of the Securities.

expressed herein as to any matter pertaining to the contents of the Registration Statement or related applicable Prospectus, other than as expressly stated

This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is

Warrants, Share Purchase Contracts and Units are referred to herein collectively as the “Securities.”

Share Purchase Contracts or any combination of such securities (“Units”). The Ordinary Shares, Preference Shares, Debt Securities, Guarantees,

(“Share Purchase Contracts”) and (vii) units consisting of one or more Ordinary Shares, Preference Shares, Debt Securities, Guarantees, Warrants,

Securities or Units (as defined below) (“Warrants”), (vi) share purchase contracts of the Company with respect to Ordinary Shares or Preference Shares

Indenture”), (iv) guarantees of debt securities and other securities (“Guarantees”), (v) warrants to purchase Ordinary Shares, Preference Shares, Debt

together with the applicable board resolution, supplement or officer’s certificate pertaining to the applicable series of Debt Securities, the “Applicable

as Exhibit 4.1 to the Registration Statement), and one or more board resolutions, supplements thereto or officer’s certificates thereunder (such indenture,

Company, as issuer, and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee (which is included

series of the Company’s debt securities (collectively, “Debt Securities”) to be issued under an indenture dated as of March 29, 2017, between the

nominal value $1.00 per share (“Ordinary Shares”), (ii) one or more series of the Company’s preference shares (“Preference Shares”), (iii) one or more

Securities Act of 1933, as amended (the “Act”), relating to the registration for issue and sale by the Company of: (i) the Company’s ordinary shares,

supplemented by one or more prospectus supplements (each such prospectus supplement, together with the Base Prospectus, a “Prospectus”), under the

statement on Form S-3 (as amended, the “Registration Statement”), including a base prospectus (the “Base Prospectus”), which provides that it will be

“Company”), in connection with its filing on the date hereof with the Securities and Exchange Commission (the “Commission”) of a registration

We have acted as special United States counsel to TechnipFMC plc, a public limited company organized under the laws of England and Wales (the

To the addressees set forth above:

Re: Registration Statement on Form S-3

 Madrid

 Washington, D.C.

 Los Angeles

 Tokyo

 London

 Tel Aviv

 Houston

 Singapore

 Hong Kong

 Silicon Valley

Houston, Texas 77044

 Hamburg

 Shanghai

One Subsea Lane

 Frankfurt

 Seoul

TechnipFMC plc

 Düsseldorf

 San Francisco

 Dubai

 San Diego

August 4, 2023

 Chicago

 Riyadh

 Century City

 Paris

 Brussels

 Orange County

 Boston

 New York

 Beijing

 Munich

 Austin

 Milan

FIRM / AFFILIATE OFFICES

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Tel: +1.713.546.5400 Fax: +1.713.546.5401

Houston, TX 77002

811 Main Street, Suite 3700

Exhibit 5.2

enforceable against the Company in accordance with their terms.

and reserved for issuance by all necessary corporate action), such Warrants will be the legally valid and binding obligations of the Company,

applicable Prospectus and by such corporate action (assuming the securities issuable upon exercise of such Warrants have been duly authorized

delivered against payment therefor in accordance with the terms of the applicable warrant agreement and in the manner contemplated by the

agreement and authorized by all necessary corporate action of the Company, and such Warrants have been duly executed, authenticated, issued and

when the specific terms of a particular issuance of Warrants have been duly established in accordance with the terms of the applicable warrant

3.

When the applicable warrant agreement has been duly authorized, executed and delivered by all necessary corporate action of the Company, and

of the Company, enforceable against the Company in accordance with their terms.

manner contemplated by the applicable Prospectus and by such corporate action, such Guarantees will be the legally valid and binding obligations

authenticated, issued and delivered against payment therefor in accordance with the terms of the applicable supplemental indenture and in the

supplemental indenture and authorized by all necessary corporate action of the Company, and such Guarantees have been duly executed,

and when the specific terms of a particular issuance of Guarantees has been duly established in accordance with the terms of the applicable

2.

When the applicable supplemental indenture has been duly authorized, executed and delivered by all necessary corporate action of the Company,

against the Company in accordance with their terms.

Prospectus and by such corporate action, such Debt Securities will be the legally valid and binding obligations of the Company, enforceable

delivered against payment therefor in accordance with the terms of the Applicable Indenture and in the manner contemplated by the applicable

authorized by all necessary corporate action of the Company, and such Debt Securities have been duly executed, authenticated, issued and

specific terms of a particular series of Debt Securities have been duly established in accordance with the terms of the Applicable Indenture and

1.

When the Applicable Indenture has been duly authorized, executed and delivered by all necessary corporate action of the Company, and when the

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof:

matters.

those matters herein, and, to the extent such matters are necessary to the conclusions expressed herein, we have, with your consent, assumed such

are addressed in the opinion of Latham & Watkins (London) LLP, which has been separately provided to you. We express no opinion with respect to

local agencies within any state. Various matters concerning the laws of England and Wales with respect to the Ordinary Shares and Preference Shares

respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction or as to any matters of municipal law or the laws of any

independently verified such factual matters. We are opining herein as to the internal laws of the State of New York, and we express no opinion with

your consent, we have relied upon certificates and other assurances of officers of the Company and others as to factual matters without having

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With

Page 2

August 4, 2023

Securities, collection of that portion of the

the payment of attorneys’ fees, where such payment is contrary to law or public policy, (e) any provision permitting, upon acceleration of any Debt

restrictions upon, governing law, jurisdiction, venue, arbitration, remedies, or judicial relief, (c) waivers of rights or defenses, (d) any provision requiring

penalties, make-whole premiums or other economic remedies to the extent such provisions are deemed to constitute a penalty, (b) consents to, or

contribution is contrary to public policy. We express no opinion as to (a) any provision for liquidated damages, default interest, late charges, monetary

or court decisions of provisions providing for the indemnification of or contribution to a party with respect to a liability where such indemnification or

and fair dealing, and (c) the discretion of the court before which a proceeding is brought; and (iii) the invalidity under certain circumstances under law

equity or at law (including the possible unavailability of specific performance or injunctive relief), (b) concepts of materiality, reasonableness, good faith

laws relating to or affecting the rights and remedies of creditors; (ii) (a) the effect of general principles of equity, whether considered in a proceeding in

Our opinions are subject to: (i) the effect of bankruptcy, insolvency, reorganization, preference, fraudulent transfer, moratorium or other similar

accordance with their terms.

necessary corporate action), such Units will be the legally valid and binding obligations of the Company, enforceable against the Company in

by such corporate action (assuming the securities issuable upon exercise of such Units have been duly authorized and reserved for issuance by all

payment therefor in accordance with the terms of the applicable unit agreement and in the manner contemplated by the applicable Prospectus and

authorized by all necessary corporate action of the Company, and such Units have been duly executed, authenticated, issued and delivered against

the specific terms of a particular issuance of Units have been duly authorized in accordance with the terms of the applicable unit agreement and

5.

When the applicable unit agreement has been duly authorized, executed and delivered by all necessary corporate action of the Company, and when

with their terms.

such Share Purchase Contracts will be the legally valid and binding obligations of the Company, enforceable against the Company in accordance

securities issuable under such Share Purchase Contracts have been duly authorized and reserved for issuance by all necessary corporate action),

share purchase contract agreement and in the manner contemplated by the applicable Prospectus and by such corporate action (assuming the

Contracts have been duly executed, authenticated, issued and delivered against payment therefor in accordance with the terms of the applicable

the applicable share purchase contract agreement and authorized by all necessary corporate action of the Company, and such Share Purchase

Company, and when the specific terms of a particular issue of Share Purchase Contracts have been duly authorized in accordance with the terms of

4.

When the applicable share purchase contract agreement has been duly authorized, executed and delivered by all necessary corporate action of the

Page 3

August 4, 2023

/s/Latham & Watkins LLP

Sincerely,

of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

to our firm contained in the Prospectus under the heading “Legal Matters.” In giving such consent, we do not thereby admit that we are in the category

it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Registration Statement and to the reference

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon

approvals or authorizations from, or to make required registrations, declarations or filings with, governmental authorities.

agreements or instruments, (ii) violations of statutes, rules, regulations or court or governmental orders, or (iii) failures to obtain required consents,

status of each of the Documents as legally valid and binding obligations of the parties will not be affected by any (i) breaches of, or defaults under,

obligations of the parties thereto other than the Company, enforceable against each of them in accordance with their respective terms, and (d) that the

authorized, executed and delivered by the parties thereto, (c) that each of the Documents constitutes or will constitute legally valid and binding

(collectively, the “Documents”) will be governed by the internal laws of the State of New York, (b) that each of the Documents has been or will be duly

Applicable Indenture, supplemental indentures, warrant agreements, share purchase contract agreements and unit agreements governing such Securities

With your consent, we have assumed (a) that each of the Debt Securities, Guarantees, Warrants, Share Purchase Contracts and Units and the

if invalid, of provisions to the foregoing effect.

a claim) be converted into U.S. dollars at a rate of exchange at a particular date, to the extent applicable law otherwise provides, and (o) the severability,

(n) any provision to the extent it requires that a claim with respect to a security denominated in other than U.S. dollars (or a judgment in respect of such

setoff rights, (l) proxies, powers and trusts, (m) provisions prohibiting, restricting, or requiring consent to assignment or transfer of any right or property,

exclusivity, election or cumulation of rights or remedies, (j) provisions authorizing or validating conclusive or discretionary determinations, (k) grants of

requirements, statutes of limitation, trial by jury or at law, or other procedural rights, (h) waivers of broadly or vaguely stated rights, (i) provisions for

priority of any lien or security interest, (g) advance waivers of claims, defenses, rights granted by law, or notice, opportunity for hearing, evidentiary

stated principal amount thereof which might be determined to constitute unearned interest thereon, (f) the creation, validity, attachment, perfection, or

Page 4

August 4, 2023

August 4, 2023

Houston, Texas

/s/ PricewaterhouseCoopers LLP

“Experts” in such Registration Statement.

in TechnipFMC plc’s Annual Report on Form 10-K for the year ended December 31, 2022. We also consent to the reference to us under the heading

2023, relating to the financial statements, financial statement schedule, and the effectiveness of internal control over financial reporting, which appears

We hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of TechnipFMC plc of our report dated February 24,

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Exhibit 23.1

(Title of the Indenture Securities)

Debt Securities

(Address of Principal Executive Offices)

(Zip Code)

Houston, Texas

77044

One Subsea Lane

incorporation or organization)

Identification No.)

(State or other jurisdiction of

(I.R.S. Employer

England and Wales

98-1283037

(Issuer with respect to the Securities)

TechnipFMC plc

(Name, address and telephone number of agent for service)

(972) 581-1612

Dallas, TX 75240

13737 Noel Road, 8th Floor

U.S. Bank Trust Company, National Association

Michael K. Herberger

(Address of principal executive offices)

(Zip Code)

Minneapolis, Minnesota

55402

800 Nicollet Mall

I.R.S. Employer Identification No.

91-1821036

(Exact name of Trustee as specified in its charter)

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

☐ Check if an Application to Determine Eligibility of a Trustee Pursuant to Section 305(b)(2)

OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

UNDER THE TRUST INDENTURE ACT OF 1939

STATEMENT OF ELIGIBILITY

FORM T-1

Washington, D.C. 20549

SECURITIES AND EXCHANGE COMMISSION

Exhibit 25.1

examining authority, attached as Exhibit 5.

7.

Report of Condition of the Trustee as of March 31, 2023, published pursuant to law or the requirements of its supervising or

6.

The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 4.

5.

A copy of each Indenture referred to in Item 4. Not applicable.

4.

A copy of the existing bylaws of the Trustee, attached as Exhibit 3.

3.

A copy of the authorization of the Trustee to exercise corporate trust powers, attached as Exhibit 2.

2.

A copy of the certificate of authority of the Trustee to commence business, attached as Exhibit 2.

1.

A copy of the Articles of Association of the Trustee, attached as Exhibit 1.

Item 16.

LIST OF EXHIBITS: List below all exhibits filed as a part of this statement of eligibility and qualification.

the Trustee acts as Trustee.

Items 3-15 Items 3-15 are not applicable because to the best of the Trustee’s knowledge, the obligor is not in default under any Indenture for which

None

Item 2.

AFFILIATIONS WITH THE OBLIGOR. If the obligor is an affiliate of the Trustee, describe each such affiliation.

Yes

b)

Whether it is authorized to exercise corporate trust powers.

Washington, D.C.

Comptroller of the Currency

a)

Name and address of each examining or supervising authority to which it is subject.

Item 1.

GENERAL INFORMATION. Furnish the following information as to the Trustee.

FORM T-1

 Vice President

 Michael K. Herberger

By: /s/ Michael K. Herberger

August, 2023.

eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Dallas, State of Texas on the 4th of

ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK TRUST COMPANY, NATIONAL

SIGNATURE

- 1 -

in the Bylaws, or if that day falls on a legal holiday in the state in which the

meeting. It shall be held at the main office or any other convenient place the board of directors may designate, on the day of each year specified therefor

FOURTH. There shall be an annual meeting of the shareholders to elect directors and transact whatever other business may be brought before the

connection with any board action, and shall not be required to own qualifying shares.

meeting. Honorary or advisory directors shall not be counted to determined the number of directors of the Association or the presence of a quorum in

Association, may be appointed by resolution of a majority of the full board of directors, or by resolution of shareholders at any annual or special

Honorary or advisory members of the board of directors, without voting power or power of final decision in matters concerning the business of the

number of directors and his or her position is eliminated.

expiration of a director’s term, the director shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the

shall expire at the next regular meeting of shareholders at which directors are elected, unless the directors resign or are removed from office. Despite the

directors may increase the number of directors up to the maximum permitted by law. Terms of directors, including directors selected to fill vacancies,

Any vacancy in the board of directors may be filled by action of a majority of the remaining directors between meetings of shareholders. The board of

the Association or holding company may be used.

(iii) the date of that person’s most recent election to the board of directors, whichever is more recent. Any combination of common or preferred stock of

aggregate par, fair market, or equity value of not less than $1,000, as of either (i) the date of purchase, (ii) the date the person became a director, or

special meeting thereof. Each director shall own common or preferred stock of the Association or of a holding company owning the Association, with an

determined from time to time by resolution of a majority of the full board of directors or by resolution of a majority of the shareholders at any annual or

THIRD. The board of directors of the Association shall consist of not less than five nor more than twenty-five persons, the exact number to be fixed and

business beyond that stated in this article without the prior approval of the Comptroller of the Currency.

will be limited to fiduciary powers and the support of activities incidental to the exercise of those powers. The Association may not expand or alter its

SECOND. The main office of the Association shall be in the city of Portland, county of Multnomah, state of Oregon. The business of the Association

FIRST. The title of this Association shall be U. S. Bank Trust Company, National Association.

following Articles of Association:

For the purpose of organizing an association (the “Association”) to perform any lawful activities of national banks, the undersigned enter into the

U. S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

OF

ARTICLES OF ASSOCIATION

Exhibit 1

- 2 -

shall be entitled to one vote per share.

Articles of Association must be approved by shareholders owning a majority voting interest in the outstanding voting stock, and (2) each shareholder

Unless otherwise specified in the Articles of Association or required by law, (1) all matters requiring shareholder action, including amendments to the

approval is required, the approval of the Comptroller of the Currency must be obtained prior to any such transfers.

Transfers of the Association’s stock are subject to the prior written approval of a federal depository institution regulatory agency. If no other agency

at such price as the board of directors may from time to time fix.

sold, nor any right of subscription to any thereof other than such, if any, as the board of directors, in its discretion, may from time to time determine and

any class of stock of the Association, whether now or hereafter authorized, or to any obligations convertible into stock of the Association, issued, or

No holder of shares of the capital stock of any class of the Association shall have any preemptive or preferential right of subscription to any shares of

shall have only one class of capital stock.

but said capital stock may be increased or decreased from time to time, according to the provisions of the laws of the United States. The Association

FIFTH. The authorized amount of capital stock of the Association shall be 1,000,000 shares of common stock of the par value of ten dollars ($10) each;

or her removal.

provided, however, that a director may not be removed if the number of votes sufficient to elect him or her under cumulative voting is voted against his

the purposes is to remove him or her is provided, if there is a failure to fulfill one of the affirmative requirements for qualification, or for cause;

A director may be removed by the shareholders at a meeting called to remove him or her, when notice of the meeting stating that the purpose or one of

effective when the notice is delivered unless the notice specifies a later effective date.

A director may resign at any time by delivering written notice to the board of directors, its chairperson, or to the Association, which resignation shall be

stock held by him or her.

candidates in the manner selected by the shareholder. On all other questions, each common shareholder shall be entitled to one vote for each share of

owns by the number of directors to be elected. Those votes may be cumulated and cast for a single candidate or may be distributed among two or more

In all elections of directors, the number of votes each common shareholder may cast will be determined by multiplying the number of shares he or she

the meeting shall be given to the shareholders by first-class mail.

directors fail to fix the day, by shareholders representing two-thirds of the shares issued and outstanding. In all cases, at least 10 days’ advance notice of

banking day, an election may be held on any subsequent day within 60 days of the day fixed, to be designated by the board of directors, or, if the

Association is located, on the next following banking day. If no election is held on the day fixed or in the event of a legal holiday on the following

- 3 -

percentage required for shareholder approval to increase or reduce the capital.

of shareholders to increase or decrease the capital of the Association in accordance with law, and nothing shall raise or lower from two-thirds the

(7)

Regulate the manner any increase or decrease of the capital of the Association shall be made; provided that nothing herein shall restrict the power

(6)

Ratify written policies authorized by the Association’s management or committees of the board.

(5)

Require bonds from officers and employees and to fix the penalty thereof.

(4)

Dismiss officers and employees.

applicable law.

(3)

Fix the compensation and enter employment contracts with its officers and employees upon reasonable terms and conditions consistent with

(2)

Delegate the performance of its duties, but not the responsibility for its duties, to the officers, employees, and agents of the Association.

(1)

Define the duties of the officers, employees, and agents of the Association.

The board of directors shall have the power to:

the Bylaws.

Association. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the board of directors in accordance with

responsible for authenticating the records of the Association, and such other officers and employees as may be required to transact the business of this

have the power to appoint one or more vice presidents, a secretary who shall keep minutes of the directors’ and shareholders’ meetings and be

SIXTH. The board of directors shall appoint one of its members president of this Association and one of its members chairperson of the board and shall

part of securities into securities of another class or series.

carry voting rights on any issue, including an increase or decrease in the aggregate number of the securities, or the exchange or reclassification of all or

shareholders. Obligations classified as debt, whether subordinated, which may be issued by the Association without the approval of shareholders, do not

The Association, at any time and from time to time, may authorize and issue debt obligations, whether subordinated, without the approval of the

days before the meeting.

business on the day before the first notice is mailed or otherwise sent to the shareholders, provided that in no event may a record date be more than 70

Unless otherwise provided in the Bylaws, the record date for determining shareholders entitled to notice of and to vote at any meeting is the close of

requiring shareholder approval.

Unless otherwise specified in the Articles of Association or required by law, all shares of voting stock shall be voted together as a class, on any matters

- 4 -

for submission to the shareholders.

approval of the Comptroller of the Currency. The Association’s board of directors may propose one or more amendments to the Articles of Association

holders of such greater amount; provided, that the scope of the Association’s activities and services may not be expanded without the prior written

majority of the stock of the Association, unless the vote of the holders of a greater amount of stock is required by law, and in that case by the vote of the

TENTH. These Articles of Association may be amended at any regular or special meeting of the shareholders by the affirmative vote of the holders of a

annual or special meeting.

books of the Association. Unless otherwise provided by the Bylaws, any action requiring approval of shareholders must be effected at a duly called

prepaid, mailed at least 10, and no more than 60, days prior to the date of the meeting to each shareholder of record at his/her address as shown upon the

shareholders, a notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given by first-class mail, postage

may call a special meeting of shareholders at any time. Unless otherwise provided by the Bylaws or the laws of the United States, or waived by

NINTH. The board of directors of the Association, or any shareholder owning, in the aggregate, not less than 25 percent of the stock of the Association,

EIGHTH. The corporate existence of this Association shall continue until termination according to the laws of the United States.

subject to approval by the Comptroller of the Currency.

change the location of any office or offices of the Association to any other location permitted under applicable law, without approval of shareholders,

the limits of the city of Portland, Oregon, but not more than thirty miles beyond such limits. The board of directors shall have the power to establish or

location outside such limits and upon receipt of a certificate of approval from the Comptroller of the Currency, to any other location within or outside

of Portland, Oregon, without the approval of the shareholders, or with a vote of shareholders owning two-thirds of the stock of the Association for a

SEVENTH. The board of directors shall have the power to change the location of the main office to any authorized branch within the limits of the city

(12) Generally perform all acts that are legal for a board of directors to perform.

(11) Make contracts.

(10) Amend or repeal Bylaws, except to the extent that the Articles of Association reserve this power in whole or in part to the shareholders.

Association.

(9)

Adopt initial Bylaws, not inconsistent with law or the Articles of Association, for managing the business and regulating the affairs of the

(8)

Manage and administer the business and affairs of the Association.

Robert Lane

/s/ Robert Lane

P. K. Chatterjee

/s/ P. K. Chatterjee

Dwight V. Board

/s/ Dwight V. Board

Robert D. Sznewajs

/s/ Robert D. Sznewajs

Jeffrey T. Grubb

/s/ Jeffrey T. Grubb

In witness whereof, we have hereunto set our hands this 11th of June, 1997.

2023-00648-C

Acting Comptroller of the Currency

the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

IN TESTIMONY WHEREOF, today, April 18, 2023, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at

the United States and is authorized thereunder to transact the business of banking and exercise fiduciary powers on the date of this certificate.

2. “U.S. Bank Trust Company, National Association,” Portland, Oregon (Charter No. 23412), is a national banking association formed under the laws of

and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody,

I, Michael J. Hsu, Acting Comptroller of the Currency, do hereby certify that:

CERTIFICATE OF CORPORATE EXISTENCE AND FIDUCIARY POWERS

Washington, DC 20219

Office of the Comptroller of the Currency

Exhibit 2

date of such meeting, unless otherwise determined by the Board.

Section 1.5. Record Date. The record date for determining shareholders entitled to notice and to vote at any meeting will be thirty days before the

for one meeting and any adjournments of such meeting and shall be filed with the records of the meeting.

Section 1.4. Proxies. Shareholders may vote at any meeting of the shareholders by proxies duly authorized in writing. Proxies shall be valid only

Section 1.3. Nominations for Directors. Nominations for election to the Board may be made by the Board or by any shareholder.

stating the purpose of the meeting.

Every such special meeting, unless otherwise provided by law, shall be called upon not less than ten (10) days nor more than sixty (60) days prior notice

outstanding stock.

at any time by a majority of the board of directors (the “Board”), or by any shareholder or group of shareholders owning at least ten percent of the

Section 1.2. Special Meetings. Except as otherwise specially provided by law, special meetings of the shareholders may be called for any purpose,

validity of any corporate action or work a forfeiture or dissolution of the Association.

day, as soon thereafter as practicable, with prior notice thereof. Failure to hold an annual meeting as required by these Bylaws shall not affect the

waive notice of the meeting. If, for any reason, an election of directors is not made on the designated day, the election shall be held on some subsequent

“OCC”) determines that an emergency circumstance exists. In accordance with applicable law, the sole shareholder of the Association is permitted to

or more than sixty (60) days prior to the date thereof, to each shareholder of the Association, unless the Office of the Comptroller of the Currency (the

business, shall be held at a time and place as the Chairman or President may designate. Notice of such meeting shall be given not less than ten (10) days

Section 1.1. Annual Meeting. The annual meeting of the shareholders, for the election of directors and the transaction of any other proper

Meetings of Shareholders

ARTICLE I

AMENDED AND RESTATED BYLAWS

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

Exhibit 3

Articles of Association. Between meetings of the shareholders held for the purpose of electing directors, the Board

members to be fixed and determined from time to time by resolution of the Board or the shareholders at any meeting thereof, in accordance with the

twenty-five members, unless the OCC has exempted the Association from the twenty-five- member limit. The Board shall consist of a number of

Section 2.4. Number. As provided in the Articles of Association, the Board of this Association shall consist of no less than five nor more than

Articles of Association, the Bylaws and by law.

Section 2.3. Powers. In addition to the foregoing, the Board shall have and may exercise all of the powers granted to or conferred upon it by the

qualified, or until their earlier resignation or removal.

Section 2.2. Term of Office. The directors of this Association shall hold office for one year and until their successors are duly elected and

expressly limited by law, all corporate powers of the Association shall be vested in and may be exercised by the Board.

Section 2.1. Board of Directors. The Board shall have the power to manage and administer the business and affairs of the Association. Except as

Directors

ARTICLE II

solely by means of remote communication in the manner and to the extent permitted by the General Corporation Law of the State of Delaware.

Section 1.9. Remote Meetings. The Board shall have the right to determine that a shareholder meeting not be held at a place, but instead be held

Section 1.8. Waiver and Consent. The shareholders may act without notice or a meeting by a unanimous written consent by all shareholders.

annual and special meetings of shareholders.

shall determine the presence of quorum, the validity of proxies, and the results of all elections and all other matters voted upon by shareholders at all

Section 1.7. Inspectors. The Board may, and in the event of its failure so to do, the Chairman of the Board may appoint Inspectors of Election who

unless otherwise provided by law or by the Articles of Association.

held as adjourned without further notice. A majority of the votes cast shall decide every question or matter submitted to the shareholders at any meeting,

meeting of shareholders, unless otherwise provided by law, but less than a quorum may adjourn any meeting, from time to time, and the meeting may be

Section 1.6. Quorum and Voting. A majority of the outstanding capital stock, represented in person or by proxy, shall constitute a quorum at any

those directors present and voting shall be the act of the Board.

further notice. Unless otherwise provided by law or the Articles or Bylaws of this Association, once a quorum is established, any act by a majority of

otherwise provided by law; but less than a quorum may adjourn any meeting, from time to time, and the meeting may be held as adjourned without

Section 2.8. Quorum and Necessary Vote. A majority of the directors shall constitute a quorum at any meeting of the Board, except when

any such meeting.

personally delivered, mailed, or electronically delivered. Such notice need not include a statement of the business to be transacted at, or the purpose of,

be given at least twelve hours (three hours if meeting is to be conducted by conference telephone) before the meeting by telephone or by being

given to the directors at their usual places of business, or at such other addresses as shall have been furnished by them for the purpose. Such notice shall

Board or the President of the Association, or upon the request of a majority of the entire Board. Notice of every special meeting of the Board shall be

Section 2.7. Special Meetings. Special meetings of the Board may be called at any time, at any place and for any purpose by the Chairman of the

deem suitable.

Section 2.6. Regular Meetings. The regular meetings of the Board shall be held, without notice, as the Chairman or President may designate and

shall not be a quorum present, the directors present may adjourn the meeting until a quorum is obtained.

any event, within thirty days thereafter, at such time and place as the Chairman or President may designate. If, at the time fixed for such meeting, there

such officers of the Association as may be appropriate. Such meeting shall be held on the day of the election or as soon thereafter as practicable, and, in

Section 2.5. Organization Meeting. The newly elected Board shall meet for the purpose of organizing the new Board and electing and appointing

applicable law.

applicable law. Each director shall own such qualifying equity interest in his or her own right and meet any minimum threshold ownership required by

Each director shall own a qualifying equity interest in the Association or a company that has control of the Association in each case as required by

elected by shareholders was fifteen or fewer, and by up to four directors, when the number of directors last elected by shareholders was sixteen or more.

created in the Board; provided that the Board may increase the number of directors only by up to two directors, when the number of directors last

by a majority vote of the full Board may increase the size of the Board but not to more than a total of twenty-five directors, and fill any vacancy so

system in accordance with 12 C.F.R. § 9.9(b).

significant actions taken as a result of the audit) in the minutes of the Board. In lieu of annual audits, the Association may adopt a continuous audit

Committee of the financial holding company that is the ultimate parent of this Association. The Association shall note the results of the audit (including

external auditors) of all significant fiduciary activities under the direction of its trust audit committee, a function that will be fulfilled by the Audit

Section 3.2. Trust Audit Committee. At least once during each calendar year, the Association shall arrange for a suitable audit (by internal or

the Board’s responsibility for the business and affairs of this Association shall in no respect be delegated or diminished.

organizations of which this Association is one. Advisory directors shall have such powers and duties as may be determined by the Board, provided, that

advisory board of directors established with respect to the business affairs of either this Association alone or the business affairs of a group of affiliated

Section 3.1. Advisory Board of Directors. The Board may appoint persons, who need not be directors, to serve as advisory directors on an

Committees

ARTICLE III

vacancy at any regular meeting of the Board, or at a special meeting called for that purpose.

Section 2.11. Vacancies. When any vacancy occurs among the directors, the remaining members of the Board may appoint a director to fill such

other and such participation shall constitute presence in person at such meeting.

means of conference telephone, video or similar communications equipment by means of which all persons participating in the meeting can hear each

Section 2.10. Remote Meetings. Members of the Board, or of any committee thereof, may participate in a meeting of such Board or committee by

unanimous written consent by all directors, to be filed with the Secretary of the Association as part of the corporate records.

Section 2.9. Written Consent. Except as otherwise required by applicable laws and regulations, the Board may act without a meeting by a

may, in consideration of its purpose, adopt its own rules for the exercise of any of its functions or authority.

made; unless required by the members, discussions, votes or other specific details need not be reported. An advisory board of directors or a committee

purpose of the advisory board of directors or committee, and shall maintain minutes in sufficient detail to indicate actions taken or recommendations

Section 3.6. Meetings, Minutes and Rules. An advisory board of directors and/or committee shall meet as necessary in consideration of the

and control of the Board.

appropriate and proper. Whether appointed by the Board, the Chairman, or the President, any such committee shall at all times be subject to the direction

of one or more officers, employees, agents or other persons, for such purposes and with such powers as either the Chairman or the President deems

is prohibited from delegating under any law or regulation. In addition, either the Chairman or the President may appoint, from time to time, committees

purposes and with such powers as the Board may determine; however, the Board will not delegate to any committee any powers or responsibilities that it

Section 3.5. Other Committees. The Board may appoint, from time to time, committees of one or more persons who need not be directors, for such

or relinquishment of all trusts. The Trust Management Committee will provide regular reports of its activities to the Board.

processes related to fiduciary activities to assure conformity with fiduciary policies it establishes, including ratifying the acceptance and the closing out

Management Committee or such sub-committees, officers or others as may be duly designated by the Trust Management Committee shall oversee the

the fiduciary activities of the Association. The Trust Management Committee shall determine policies governing fiduciary activities. The Trust

Section 3.4. Trust Management Committee. The Board of this Association shall appoint a Trust Management Committee to provide oversight of

Board is not meeting.

have, and may exercise, to the extent permitted by applicable law, all the powers of the Board between meetings of the Board or otherwise when the

Section 3.3. Executive Committee. The Board may appoint an Executive Committee which shall consist of at least three directors and which shall

control the fiduciary activities of the Association.

(2) Must consist of a majority of members who are not also members of any committee to which the Board has delegated power to manage and

activities; and

(1) Must not include any officers of the Association or an affiliate who participate significantly in the administration of the Association’s fiduciary

The Audit Committee of the financial holding company that is the ultimate parent of this Association, fulfilling the function of the trust audit committee:

Secretary shall from time to time determine.

time to time by the Board. The Board may appoint one or more Assistant Secretaries with such powers and duties as the Board, the President or the

pertaining by law, regulation or practice, to the Secretary, or imposed by these Bylaws; and shall also perform such other duties as may be assigned from

the Association; shall, upon request, authenticate any records of the Association; shall have and may exercise any and all other powers and duties

custodian of the corporate seal, records, documents and papers of the Association; shall provide for the keeping of proper records of all transactions of

and shall keep accurate minutes of all meetings. The Secretary shall attend to the giving of all notices required by these Bylaws to be given; shall be

Section 4.4. Secretary. The Board shall appoint a Secretary, or other designated officer who shall be Secretary of the Board and of the Association,

absence of both the Chairman and President.

Board and to perform the duties of the President on those occasions when the President is absent, including presiding at any meeting of the Board in the

Section 4.3. Vice President. The Board may appoint one or more Vice Presidents who shall have such powers and duties as may be assigned by the

and may exercise such powers and duties as from time to time may be conferred or assigned by the Board.

other powers and duties pertaining by law, regulation or practice, to the office of President, or imposed by these Bylaws. The President shall also have

President shall preside at any meeting of the Board. The President shall have general executive powers, and shall have and may exercise any and all

Section 4.2. President. The Board may appoint one of its members to be President of the Association. In the absence of the Chairman, the

assigned by the Board.

specific powers conferred by these Bylaws; and shall also have and may exercise such powers and duties as from time to time may be conferred upon or

The Chairman shall supervise the carrying out of the policies adopted or approved by the Board; shall have general executive powers, as well as the

Section 4.1. Chairman of the Board. The Board may appoint one of its members to be Chairman of the Board to serve at the pleasure of the Board.

Officers

ARTICLE IV

Assistant Secretary shall have the authority to affix such seal:

advisable pursuant to, the laws or regulations of any jurisdiction, the following seal may be used, and the Chairman, the President, the Secretary and any

Section 6.1. The Association shall have no corporate seal; provided, however, that if the use of a seal is required by, or is otherwise convenient or

Corporate Seal

ARTICLE VI

fraudulent transfers.

calculated to simplify the work of the Association for stock transfers, voting at shareholder meetings, and related matters, and to protect it against

transferable only upon the books of the Association properly endorsed. The Board may impose conditions upon the transfer of the stock reasonably

shares, succeed to all rights of the prior holder of such shares. Each certificate of stock shall recite on its face that the stock represented thereby is

shall be kept in which all transfers of stock shall be recorded. Every person becoming a shareholder by such transfer shall, in proportion to such person’s

Secretary or any other such officer as the Board so determines. Shares of stock shall be transferable on the books of the Association, and a transfer book

in such form as the Board may from time to time prescribe. If the Board issues certificated stock, the certificate shall be signed by the President,

Section 5.1. The Board may authorize the issuance of stock either in certificated or in uncertificated form. Certificates for shares of stock shall be

Stock

ARTICLE V

officer to discharge any officer at any time.

and qualified or until their earlier death, resignation, retirement, disqualification or removal from office, subject to the right of the Board or authorized

Section 4.6. Tenure of Office. The Chairman or the President and all other officers shall hold office until their respective successors are elected

to them by these Bylaws, the Board, the Chairman, the President or such other authorized officer. Any person may hold two offices.

Association. Such officers shall exercise such powers and perform such duties as pertain to their several offices, or as may be conferred upon or assigned

from time to time may appear to the Board, the Chairman, the President or such other officer to be required or desirable to transact the business of the

Section 4.5. Other Officers. The Board may appoint, and may authorize the Chairman, the President or any other officer to appoint, any officer as

which notice is given.

Except where specified otherwise in these Bylaws, prior notice shall be proper if given not more than 30 days nor less than 10 days prior to the event for

such notice, or such other personal data, as may appear on the records of the Association.

e- mail, in person, or by any other means by which such notice can reasonably be expected to be received, using the address of the person to receive

Section 7.5. Notice. Whenever notice is required by the Articles of Association, the Bylaws or law, such notice shall be by mail, postage prepaid,

under law.

Association a discretion in the matter, funds held pursuant to such instrument shall be invested in investments in which corporate fiduciaries may invest

relationship and according to law. Where such instrument does not specify the character and class of investments to be made and does not vest in the

Section 7.4. Trust Investments. Funds held in a fiduciary capacity shall be invested according to the instrument establishing the fiduciary

responsibilities have been properly undertaken and discharged.

Section 7.3. Trust Files. There shall be maintained in the Association files all fiduciary records necessary to assure that its fiduciary

each meeting shall be signed by the Secretary, or other officer appointed to act as Secretary of the meeting.

shareholders, the Board, and standing committees of the Board, shall be recorded in appropriate minute books provided for the purpose. The minutes of

Section 7.2. Records. The Articles of Association, the Bylaws as revised or amended from time to time and the proceedings of all meetings of the

supplementary to any other provision of the Articles of Association or Bylaws.

resolution or instrument shall be certified as in effect by the Secretary or an Assistant Secretary of the Association. The provisions of this section are

employee or agent as may be designated from time to time by the Board by resolution, or by the Chairman or the President by written instrument, which

verified, delivered or accepted on behalf of the Association, whether in a fiduciary capacity or otherwise, by any officer of the Association, or such

bonds, undertakings, guarantees, proxies and other instruments or documents may be signed, countersigned, executed, acknowledged, endorsed,

endorsements, assignments, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits,

Section 7.1. Execution of Instruments. All agreements, checks, drafts, orders, indentures, notes, mortgages, deeds, conveyances, transfers,

Miscellaneous Provisions

ARTICLE VII

and shall be open for inspection to all shareholders during Association hours.

Section 9.2. A copy of the Bylaws and all amendments shall at all times be kept in a convenient place at the principal office of the Association,

amended, or repealed, at any regular or special meeting of the Board.

Section 9.1. These Bylaws shall be interpreted in accordance with and subject to appropriate provisions of law, and may be added to, altered,

Bylaws: Interpretation and Amendment

ARTICLE IX

banking agency, shall be in accordance with Delaware General Corporation Law and consistent with safe and sound banking practices.

an institution-affiliated party, as defined at 12 U.S.C. § 1813(u), in cases involving an administrative proceeding or civil action not initiated by a federal

of 12 U.S.C. § 1828(k) and the implementing regulations thereunder; and (b) any indemnification payments and advancement of costs and expenses to

1813(u), for an administrative proceeding or civil action initiated by a federal banking agency, shall be reasonable and consistent with the requirements

Section 8.2. Notwithstanding Section 8.1, however, (a) any indemnification payments to an institution-affiliated party, as defined at 12 U.S.C. §

formal order assessing civil money penalties against an institution-affiliated party, as defined at 12 U.S.C. § 1813(u).

under this Section 8.1. Such insurance shall be consistent with the requirements of 12 C.F.R. § 7.2014 and shall exclude coverage of liability for a

reasonable costs and expenses (including attorneys’ fees) incurred in defending any action, suit or proceeding to all persons entitled to indemnification

maintenance of insurance and/or the execution of individual agreements for the purpose of such indemnification, and the Association shall advance all

permitted by Section 145 of the Delaware General Corporation Law, as now enacted or hereafter amended. The Board may authorize the purchase and

Section 8.1. The Association shall indemnify such persons for such liabilities in such manner under such circumstances and to such extent as

Indemnification

ARTICLE VIII

(February 8, 2021)

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soundness.

governing law for its corporate governance procedures, to the extent not inconsistent with Federal banking statutes and regulations or bank safety and

Section 10.2. Governing Law. This Association designates the Delaware General Corporation Law, as amended from time to time, as the

of December following.

Section 10.1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January in each year and shall end on the thirty-first day

Miscellaneous Provisions

ARTICLE X

Vice President

Michael K. Herberger

By: /s/ Michael K. Herberger

Dated: August 4, 2023

such authorities to the Securities and Exchange Commission upon its request therefor.

ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK TRUST COMPANY, NATIONAL

CONSENT

Exhibit 4

Total Liabilities and Equity Capital

 $1,552,218

Total Equity Capital

$1,456,656

Minority Interest in Subsidiaries

0

Undivided Profits

284,821

Surplus

1,171,635

Common and Preferred Stock

200

Equity

Total Liabilities

$ 95,562

Other Liabilities

95,562

Subordinated Notes and Debentures

0

Acceptances

0

Other Borrowed Money

0

Trading Liabilities

0

Treasury Demand Notes

0

Fed Funds

0

Deposits

 $

0

Liabilities

Total Assets

$1,552,218

Other Assets

126,317

Intangible Assets

580,455

Fixed Assets

1,939

Loans & Lease Financing Receivables

0

Federal Funds

0

Securities

4,425

Depository Institutions

Cash and Balances Due From

 $ 839,082

Assets

03/31/2023

($000’s)

as of 03/31/2023

Statement of Financial Condition

U.S. Bank Trust Company, National Association

Exhibit 5

separable from one another.

securities, guarantees, warrants or share purchase contracts or any combination of such securities, which if more than one may or may not be

(5)

Each unit may be issued under one or more unit agreement and will represent an interest in one or more ordinary shares, preference shares, debt

guarantees. Pursuant to Rule 457(n) under the Securities Act, no separate fee is payable with respect to the guarantees of debt securities.

(4)

TechnipFMC plc may guarantee debt securities issued by one or more of its subsidiaries. No separate consideration will be paid in respect of the

(3)

The warrants covered by this registration statement may be warrants for ordinary shares, preference shares, debt securities or units.

registration fee. Any registration fee will be paid subsequently on a pay-as-you-go basis in accordance with Rule 457(r).

(2)

In accordance with Rule 456(b) and Rule 457(r) under the Securities Act of 1933, as amended, the registrant is deferring payment of the

registered as may from time to time be sold at indeterminate prices or upon exercise, conversion or exchange of other securities registered hereby.

(1)

An unspecified and indeterminate aggregate initial offering price and number or amount of the securities of each identified class is being

Net Fee Due

N/A

Total Fee Offsets

N/A

Total Fees Previously Paid

N/A

Total Offering Amounts

N/A

N/A

Securities

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

Forward

Carry

Carry Forward Securities

Paid

N/A

N/A

N/A

N/A

N/A

N/A

N/A

Previously

Fees

Other

Units (5)

457(r)

(1)

(1)

(1)

(2)

$ (2)

and Rule

456(b)

Rule

Debt

Guarantees(4)

457(r)

(1)

(1)

(1)

(2)

$ (2)

and Rule

456(b)

Rule

Debt

Debt Securities

457(r)

(1)

(1)

(1)

(2)

$ (2)

and Rule

456(b)

Rule

Other

(3)

457(r)

(1)

(1)

(1)

(2)

$ (2)

Paid

Warrants

and Rule

Fees to Be

456(b)

Rule

Equity

Contracts

457(r)

(1)

(1)

(1)

(2)

$ (2)

Share Purchase

and Rule

456(b)

Rule

Equity

Shares

457(r)

(1)

(1)

(1)

(2)

$ (2)

Preference

and Rule

456(b)

Rule

Equity Ordinary Shares

457(r)

(1)

(1)

(1)

(2)

$ (2)

and Rule

456(b)

Rule

Newly Registered Securities

Type

Title

Rule

Registered

Unit

Price

Rate

Fee

Type

Number

date

Forward

Security

Class

Forward

Amount

Price Per

Offering

Fee

Registration

Form

File

effective

Carried

Security

or Carry

Offering

Aggregate

Amount of

Forward

Forward

Initial

to be

Calculation

Maximum

Maximum

Carry

Carry

Forward

Securities

Fee

Proposed

Carry

Unsold

with

Connection

Paid In

Previously

Filing Fee

Table 1 – Newly Registered and Carry Forward Securities

(Exact Name of Registrant as Specified in its Charter)

TechnipFMC plc

(Form Type)

S-3

Calculation of Filing Fee Tables

Exhibit 107