
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934**

December 14, 2016

Date of Report (Date of earliest event reported)

TechnipFMC Limited

(Exact Name of Registrant as Specified in its Charter)

England and Wales
(State or Other Jurisdiction
of Incorporation)

333-213067
(Commission
File Number)

N/A
(IRS Employer
Identification No.)

**c/o Legalinx Limited
1 Fetter Lane
London, EC4A 1BR
United Kingdom**

(Address of Principal Executive Offices)

+44 800 975 8080

(Registrant's Telephone Number, Including Area Code)

Not Applicable

(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement

On December 14, 2016, FMC Technologies, Inc., a Delaware corporation (“FMCTI”), Technip S.A., a French *société anonyme* (“Technip”), and TechnipFMC Limited (formerly FMC Technologies SIS Limited), a private limited company incorporated under the laws of England and Wales and a wholly owned subsidiary of FMCTI (“Topco”), entered into Amendment No. 1 (the “Amendment”) to the Business Combination Agreement (the “BCA”), dated as of June 14, 2016, by and among FMCTI, Technip and Topco. The Amendment provides for certain technical changes to the BCA, including certain closing mechanics and the Joinder (as defined below).

FMCTI, Technip and Topco also entered into a Joinder Agreement (the “Joinder”) with TechnipFMC US Merger Sub LLC, a Delaware limited liability company (“Merger Sub”), TechnipFMC Holdings Limited, a private limited company incorporated under the laws of England and Wales (“UK Holdco”), and TechnipFMC US Holdings LLC, a Delaware limited liability company (“US Holdco”), whereby UK Holdco, US Holdco and Merger Sub became a party to the BCA with the same force and effect as if originally named therein.

Also on December 14, 2016, FMCTI and Topco delivered a letter (the “Waiver Letter”) to Technip waiving certain conditions of the BCA. Although certain conditions of the BCA have been waived by the parties, Topco and Technip will seek an order of the High Court of Justice of England and Wales that is conditional on the satisfaction of certain of those waived conditions (to the extent not already satisfied) relating to the listing of the Topco shares on the NYSE and Euronext Paris and the approval of the *Autorité des Marchés Financiers* of the listing prospectus.

The above descriptions are summaries that are qualified by the full text of the Amendment, the Joinder and the Waiver Letter. Copies of these documents are attached as exhibits and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

Exhibit No.	Description of Exhibit
2.1	Amendment No. 1, dated as of December 14, 2016, to that certain Business Combination Agreement, dated as of June 14, 2016, by and among FMC Technologies, Inc., TechnipFMC Limited and Technip S.A.
2.2	Joinder Agreement, dated as of December 14, 2016, by and among FMC Technologies, Inc., TechnipFMC Limited, Technip S.A., TechnipFMC Holdings Limited, TechnipFMC US Holdings LLC and TechnipFMC US Merger Sub LLC
2.3	Waiver Letter, dated as of December 14, 2016, from FMC Technologies, Inc. and TechnipFMC Limited to Technip S.A.

SIGNATURE

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

TECHNIPFMC LIMITED

By: /s/ Tore Halvorsen

Name: Tore Halvorsen

Title: Director

Dated: December 14, 2016

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
2.1	Amendment No. 1, dated as of December 14, 2016, to that certain Business Combination Agreement, dated as of June 14, 2016, by and among FMC Technologies, Inc., TechnipFMC Limited and Technip S.A.
2.2	Joinder Agreement, dated as of December 14, 2016, by and among FMC Technologies, Inc., TechnipFMC Limited, Technip S.A., TechnipFMC Holdings Limited, TechnipFMC US Holdings LLC and TechnipFMC US Merger Sub LLC
2.3	Waiver Letter, dated as of December 14, 2016, from FMC Technologies, Inc. and TechnipFMC Limited to Technip S.A.

AMENDMENT NO. 1
TO
BUSINESS COMBINATION AGREEMENT

This AMENDMENT NO. 1 (this "Amendment") dated as of December 14, 2016 to that certain Business Combination Agreement (the "BCA"), dated as of June 14, 2016, is by and among FMC Technologies, Inc., a Delaware corporation ("FMCTI"), TechnipFMC Limited, a private limited company incorporated under the laws of England and Wales and a wholly owned subsidiary of FMCTI ("Topco"), and Technip S.A., a French *société anonyme* ("Technip").

RECITALS

WHEREAS, Topco changed its name from FMC Technologies SIS Limited to TechnipFMC Limited on August 4, 2016;

WHEREAS, pursuant to a Joinder Agreement by and among FMCTI, Topco, TechnipFMC Holdings Limited, a private limited company under the laws of England and Wales ("UK Holdco"), TechnipFMC US Holdings LLC, a Delaware limited liability company ("US Holdco"), and TechnipFMC US Merger Sub LLC, a Delaware limited liability company ("Merger Sub"), UK Holdco, US Holdco and Merger Sub will become a party to the BCA with the same force and effect as if originally named therein; and

WHEREAS, Section 8.2 of the BCA provides for the amendment of the BCA in accordance with the terms set forth therein and the parties hereto desire to amend the BCA as set forth below.

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

SECTION 1.1. Definitions; References. Unless otherwise specifically defined herein, each term used herein shall have the meaning assigned to such term in the BCA. Each reference to "hereof," "herein" and "hereunder" and words of similar import when used in the BCA shall, from and after the date of this Amendment, refer to the BCA, as amended by this Amendment.

ARTICLE II
AMENDMENTS TO BUSINESS COMBINATION AGREEMENT

SECTION 2.1. Amendment to Section 1.2(b). The ninth sentence of Section 1.2(b) of the BCA is hereby deleted and replaced with the following:

Subject to applicable Law, as of the FMCTI Effective Time, the managers of U.S. Merger Sub immediately prior to the FMCTI Effective Time shall be the directors of the FMCTI Merger Surviving Corporation, each to hold office in accordance with the certificate of incorporation and bylaws of the FMCTI Merger Surviving Corporation.

SECTION 2.2. Amendment to Section 1.3. The first sentence of Section 1.3 of the BCA is hereby amended to remove the words “that is on a Sunday.”

SECTION 2.3. Amendment to Section 1.6(a)(iii). Section 1.16(a)(iii) of the BCA is hereby amended and restated as follows:

(iii) *Conversion of U.S. Merger Sub Membership Interests*. As of the FMCTI Effective Time, all of the membership interests of U.S. Merger Sub held immediately prior to the FMCTI Effective Time shall automatically be converted into the right to receive one hundred fully paid and non-assessable shares of common stock, par value \$0.01, of the FMCTI Merger Surviving Corporation, which shares at such time shall comprise the only outstanding shares of capital stock of the FMCTI Merger Surviving Corporation.

SECTION 2.4. Amendments to Section 5.16.

1. The only sentence of Section 5.16(b) of the BCA is hereby amended to remove the words “sole stockholder” and replace them with the words “sole member.”

2. The BCA is hereby amended to add a new Section 5.16(c) and (d) as follows:

(c) *UK HoldCo*. In furtherance, and not in limitation, of Section 5.16(a), (i) FMCTI shall, and shall cause its applicable Subsidiaries to, cause TechnipFMC Holdings Limited, a private limited company under the laws of England and Wales, to become a party to this Agreement as if an original party hereto by executing a joinder to this Agreement, substantially in the form attached hereto as Exhibit C and (ii) TechnipFMC Holdings Limited shall, at the time and in the manner specified in the Preliminary Transactions, issue shares to Topco.

(d) *US HoldCo*. In furtherance, and not in limitation, of Section 5.16(a), (i) FMCTI shall, and shall cause its applicable Subsidiaries to, cause TechnipFMC US Holdings LLC, a Delaware limited liability company, to become a party to this Agreement as if an original party hereto by executing a joinder to this Agreement, substantially in the form attached hereto as Exhibit C and (ii) TechnipFMC US Holdings LLC shall, at the time and in the manner specified in the Preliminary Transactions, convert to a corporation and subsequently issue shares to TechnipFMC Holdings Limited.

SECTION 2.5. Amendment to Exhibit C. The form of joinder attached to the BCA as Exhibit C is hereby amended and restated to be as substantially set forth on Annex I hereto.

ARTICLE III
GENERAL PROVISIONS

SECTION 3.1. No Further Amendment. Except as expressly amended hereby, the BCA is in all respects ratified and confirmed and all the terms, conditions, and provisions thereof shall remain in full force and effect.

SECTION 3.2. Effect of Amendment. This Amendment shall form a part of the BCA for all purposes, and each party thereto and hereto shall be bound hereby. From and after the execution of this Amendment by the parties hereto, any reference to the BCA shall be deemed a reference to the BCA as amended hereby. This Amendment shall be deemed to be in full force and effect from and after the execution of this Amendment by the parties hereto.

(signature page follows)

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered by the duly authorized representatives of the parties hereto as of the date first written above.

FMC TECHNOLOGIES, INC.

By: /s/ Dianne Ralston
Name: Dianne Ralston
Title: Senior Vice President, General Counsel and Corporate Secretary

TECHNIPFMC LIMITED

By: /s/ Peder M. Brøndmo
Name: Peder M. Brøndmo
Title: Alternate Director

TECHNIP S.A.

By: /s/ John Freeman
Name: John Freeman
Title: Group General Counsel

[Signature Page to Amendment No. 1 to the Business Combination Agreement]

ANNEX I

Form of Joinder Agreement

(see attached)

Exhibit C

JOINDER AGREEMENT

This Joinder Agreement (this "Agreement"), dated as of December 14, 2016, is by and among FMC Technologies, Inc., a Delaware corporation ("FMCTI"), TechnipFMC Limited (formerly known as FMC Technologies SIS Limited), a private limited company incorporated under the laws of England and Wales and a wholly owned subsidiary of FMCTI ("Topco"), Technip, S.A., a French *société anonyme* ("Technip"), TechnipFMC Holdings Limited, a private limited company under the laws of England and Wales ("UK Holdco"), TechnipFMC US Holdings LLC, a Delaware Limited Liability Company, ("US Holdco") and TechnipFMC US Merger Sub LLC, a Delaware Limited Liability Company ("Merger Sub"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Business Combination Agreement, dated as of June, 14, 2016, by and among FMCTI, Topco and Technip (the "BCA").

WHEREAS, Merger Sub was formed under the laws of the State of Delaware on October 17, 2016 for the purpose of serving as U.S. Merger Sub pursuant to the BCA.

WHEREAS, US Holdco was formed under the laws of the State of Delaware on October 17, 2016 for the purpose of effecting certain transactions pursuant to the BCA at the time and in the manner specified in the Preliminary Transactions.

WHEREAS, UK Holdco was formed under the laws of England and Wales on October 19, 2016 for the purpose of effecting certain transactions pursuant to the BCA at the time and in the manner specified in the Preliminary Transactions.

WHEREAS, pursuant to the BCA and the Cross-Border Merger Terms and subject to the terms and conditions thereof, at the Technip Effective Time, Technip shall merge with and into Topco (the "Technip Merger"), with Topco surviving the Technip Merger.

WHEREAS, pursuant to the BCA and subject to the terms and conditions thereof, at the FMCTI Effective Time, Merger Sub shall merge with and into FMCTI (the "FMCTI Merger"), with FMCTI surviving the FMCTI Merger as a wholly owned subsidiary of Topco.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants, representations, warranties and agreements contained in the BCA, the parties hereto agree as follows:

1. Joinder. By executing this Agreement, each of UK Holdco, US Holdco and Merger Sub hereby becomes a party to the BCA and hereby agrees to be bound by the terms, covenants and other provisions of the BCA applicable to it and hereby assumes all its rights and obligations thereunder, with the same force and effect as if originally named therein. This Agreement shall form a part of the BCA.
2. Governing Law. The following provisions of the BCA shall apply hereto, *mutatis mutandis*: Sections 8.2 (Modification or Amendment), 8.4 (Counterparts), 8.5 (Governing Law; Dispute Resolution; Waiver of Trial by Jury), 8.7 (Notices) (with the notice provisions applicable to FMCTI applying equally to UK Holdco, US Holdco and Merger Sub), 8.8 (Entire Agreement), 8.9 (No Third-Party Beneficiaries), 8.10 (Obligations of FMCTI and Technip), 8.11 (Severability), 8.12 (Interpretation; Construction), 8.14 (Assignment) and 8.15 (Specific Performance).

[Signature Page Follows]

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

FMC TECHNOLOGIES, INC.,

By: _____
Name: Dianne Ralston
Title: Senior Vice President, General Counsel and Corporate Secretary

TECHNIPFMC LIMITED

By: _____
Name: Peder M. Brøndmo
Title: Alternate Director

TECHNIPFMC HOLDINGS LIMITED

By: _____
Name: Peder M. Brøndmo
Title: Alternate Director

[Signature Page to the Joinder Agreement]

TECHNIPFMC US HOLDINGS LLC

By: FMC Technologies, Inc.
Its: Sole Member

By: _____
Name: Dianne Ralston
Title: Senior Vice President, General Counsel and Corporate Secretary

TECHNIPFMC US MERGER SUB LLC

By: TECHNIPFMC US HOLDINGS LLC
Its: Sole Member

By: FMC TECHNOLOGIES, INC., as the sole member of TechnipFMC US Holdings LLC

By: _____
Name: Dianne Ralston
Title: Senior Vice President, General Counsel and Corporate Secretary

TECHNIP, S.A.

By: _____

Name: _____

Title: _____

JOINDER AGREEMENT

This Joinder Agreement (this “Agreement”), dated as of December 14, 2016, is by and among FMC Technologies, Inc., a Delaware corporation (“FMCTI”), TechnipFMC Limited (formerly known as FMC Technologies SIS Limited), a private limited company incorporated under the laws of England and Wales and a wholly owned subsidiary of FMCTI (“Topco”), Technip, S.A., a French *société anonyme* (“Technip”), TechnipFMC Holdings Limited, a private limited company under the laws of England and Wales (“UK Holdco”), TechnipFMC US Holdings LLC, a Delaware Limited Liability Company, (“US Holdco”) and TechnipFMC US Merger Sub LLC, a Delaware Limited Liability Company (“Merger Sub”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Business Combination Agreement, dated as of June, 14, 2016, by and among FMCTI, Topco and Technip (the “BCA”).

WHEREAS, Merger Sub was formed under the laws of the State of Delaware on October 17, 2016 for the purpose of serving as U.S. Merger Sub pursuant to the BCA.

WHEREAS, US Holdco was formed under the laws of the State of Delaware on October 17, 2016 for the purpose of effecting certain transactions pursuant to the BCA at the time and in the manner specified in the Preliminary Transactions.

WHEREAS, UK Holdco was formed under the laws of England and Wales on October 19, 2016 for the purpose of effecting certain transactions pursuant to the BCA at the time and in the manner specified in the Preliminary Transactions.

WHEREAS, pursuant to the BCA and the Cross-Border Merger Terms and subject to the terms and conditions thereof, at the Technip Effective Time, Technip shall merge with and into Topco (the “Technip Merger”), with Topco surviving the Technip Merger.

WHEREAS, pursuant to the BCA and subject to the terms and conditions thereof, at the FMCTI Effective Time, Merger Sub shall merge with and into FMCTI (the “FMCTI Merger”), with FMCTI surviving the FMCTI Merger as a wholly owned subsidiary of Topco.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants, representations, warranties and agreements contained in the BCA, the parties hereto agree as follows:

1. Joinder. By executing this Agreement, each of UK Holdco, US Holdco and Merger Sub hereby becomes a party to the BCA and hereby agrees to be bound by the terms, covenants and other provisions of the BCA applicable to it and hereby assumes all its rights and obligations thereunder, with the same force and effect as if originally named therein. This Agreement shall form a part of the BCA.
2. Governing Law. The following provisions of the BCA shall apply hereto, *mutatis mutandis*: Sections 8.2 (Modification or Amendment), 8.4 (Counterparts), 8.5 (Governing Law; Dispute Resolution; Waiver of Trial by Jury), 8.7 (Notices) (with the notice provisions applicable to FMCTI applying equally to UK Holdco, US Holdco and Merger Sub), 8.8 (Entire Agreement), 8.9 (No Third-Party Beneficiaries), 8.10 (Obligations of FMCTI and Technip), 8.11 (Severability), 8.12 (Interpretation; Construction), 8.14 (Assignment) and 8.15 (Specific Performance).

[Signature Page Follows]

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

FMC TECHNOLOGIES, INC.,

By: /s/ Dianne B. Ralston
Name: Dianne Ralston
Title: Senior Vice President, General Counsel and Corporate Secretary

TECHNIPFMC LIMITED

By: /s/ Peder M. Brøndmo
Name: Peder M. Brøndmo
Title: Alternate Director

TECHNIPFMC HOLDINGS LIMITED

By: /s/ Peder M. Brøndmo
Name: Peder M. Brøndmo
Title: Alternate Director

[Signature Page to the Joinder Agreement]

TECHNIPFMC US HOLDINGS LLC

By: FMC Technologies, Inc.
Its: Sole Member

By: /s/ Dianne B. Ralston
Name: Dianne Ralston
Title: Senior Vice President, General Counsel and Corporate Secretary

TECHNIPFMC US MERGER SUB LLC

By: TECHNIPFMC US HOLDINGS LLC
Its: Sole Member

By: FMC TECHNOLOGIES, INC., as the sole member
of TechnipFMC US Holdings LLC

By: /s/ Dianne B. Ralston
Name: Dianne Ralston
Title: Senior Vice President, General Counsel and Corporate Secretary

[Signature Page to the Joinder Agreement]

TECHNIP, S.A.

By: /s/ John Freeman

Name: John Freeman

Title: Group General Counsel

[Signature Page to the Joinder Agreement]

Execution Version



FMC Technologies, Inc.
5875 N. Sam Houston Parkway W.
Houston, Texas 77066
P +1 281-591-4000
www.fmctechnologies.com

December 14, 2016

Technip S.A.
89 Avenue de la Grande Armée
75016 Paris, France
Attention: Group General Counsel

RE: Business Combination Agreement Waiver of Certain Conditions

Dear Mr. Freeman:

Reference is made to that certain Business Combination Agreement (the "BCA"), dated as of June 14, 2016, by and among FMC Technologies, Inc., a Delaware corporation, TechnipFMC Limited (f/k/a FMC Technologies SIS Limited), a private limited company incorporated under the laws of England and Wales and a wholly owned subsidiary of FMCTI, and Technip S.A., a French *société anonyme*. Capitalized terms used but not defined in this letter agreement shall have the meanings ascribed to such terms in the BCA.

In accordance with Section 8.3(d) of the BCA, each party to this letter agreement irrevocably waives the conditions set forth in Section 6.1(b)(i) of the BCA, the second sentence of Section 6.1(d) of the BCA and Section 6.1(i) of the BCA (solely for purposes of Section 6.1 and without limiting FMCTI's obligations to consummate the Preliminary Transactions as described in Section 5.16(a) of the FMCTI Disclosure Letter). Except as provided herein, the BCA is in all respects ratified and confirmed and all the terms, conditions, and provisions thereof shall remain in full force and effect.

(signature page follows)

Please confirm your agreement with the foregoing by signing and returning one copy of this letter to the undersigned, whereupon this letter agreement shall become a binding agreement among the parties to the BCA.

Very truly yours,

FMC TECHNOLOGIES, INC.

By: /s/ Dianne B. Ralston

Name: Dianne Ralston

Title: Senior Vice President, General Counsel and Corporate Secretary

TECHNIPFMC LIMITED

By: /s/ Peder M. Brøndmo

Name: Peder M. Brøndmo

Title: Alternate Director

Accepted and agreed as of
the date first written above:

TECHNIP S.A.

By: /s/ John Freeman

Name: John Freeman

Title: Group General Counsel

CC: Davis Polk & Wardwell LLP