new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange 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

Emerging growth company ☐

chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this

Securities registered pursuant to Section 12(g) of the Act: None.

Ordinary shares, $1.00 par value per share

FTI

New York Stock Exchange

Title of Each Class

Symbol

on Which Registered

Trading

Name of Each Exchange

Securities registered pursuant to Section 12(b) of the Act:

☐

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

☐

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

following provisions:

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

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

Not Applicable

(Registrant’s telephone number, including area code)

+44 191-295-0303

(Address of principal executive offices)

(Zip Code)

United Kingdom

NE6 3PL

Newcastle Upon Tyne

Wincomblee Road

Hadrian House,

of incorporation)

File Number)

Identification No.)

(State or other jurisdiction

(Commission

(I.R.S. Employer

United Kingdom

001-37983

98-1283037

(Exact name of registrant as specified in its charter)

TechnipFMC plc

Date of Report (Date of earliest event reported)

May 4, 2022

of The Securities Exchange Act of 1934

Pursuant to Section 13 OR 15(d)

CURRENT REPORT

FORM 8-K

Washington, D.C. 20549

SECURITIES AND EXCHANGE COMMISSION

UNITED STATES

104

Cover Page Interactive Data File (embedded within the Inline XBRL document)

in interest to U.S. Bank National Association), as trustee

 4.1

Supplemental Indenture, dated May 4, 2022, by and among the Company and U.S. Bank Trust Company, National Association (successor

Number

Exhibit Description

Exhibit

(d) Exhibits

Item 9.01

Financial Statements and Exhibits

indenture, which is attached to this current report on Form 8-K as Exhibit 4.1, and is incorporated by reference as though fully set forth herein.

The foregoing description of the Second Supplemental Indenture is qualified in its entirety by reference to the complete text of such supplemental

certain events of default.

The Second Supplemental Indenture, among other things, removes substantially all of the restrictive covenants contained in the Indenture and eliminates

principal amount remain outstanding.

National Association), as trustee governing the Company’s 6.500% Senior Notes due 2026 (the “2026 Notes”), of which $202,892,000 aggregate

2021) (collectively, the “Indenture”), between the Company and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank,

Supplemental Indenture”) to the certain indenture, dated as of January 29, 2021 (as amended by the first supplemental indenture dated as of February 16,

On May 4, 2022, TechnipFMC plc (the “Company”), following a solicitation of consents, entered into a second supplemental indenture (the “Second

Item 1.01

Entry Into a Material Definitive Agreement

Chief Legal Officer and Secretary

Title:

Executive Vice President

Dated: May 4, 2022

Name: Victoria Lazar

By:

/s/ Victoria Lazar

TechnipFMC plc

undersigned hereunto duly authorized.

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

SIGNATURES

1

as defined in the Statement):

Date”) of an amount of money sufficient to pay for all Notes validly tendered and accepted pursuant to the Tender Offer and Consent Solicitation (each

Section 2.01 Amendments to the Indenture. Effective at the time of payment or deposit with The Depository Trust Company (the “Payment

AMENDMENTS AND WAIVERS

ARTICLE II.

Indenture.

Section 1.01 Amendments to the Indenture. Capitalized terms used herein but not defined shall have the meanings assigned to them in the

CAPITALIZED TERMS

ARTICLE I.

hereby acknowledged, the Issuer and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is

WHEREAS, the Board of Directors of the Issuer have authorized and approved the execution and delivery of this Second Supplemental Indenture.

Amendments (as defined in the Statement) to the Indenture; and

the receipt of consents from Holders representing more than a majority in aggregate principal amount of the Notes outstanding to adopt the Proposed

Indenture in connection with the Offer to Purchase and Consent Solicitation Statement of the Issuer, dated as of April 20, 2022, (the “Statement”), and

WHEREAS, the Issuer is undertaking to execute and deliver this Second Supplemental Indenture to amend certain terms and covenants in the

Indenture or the Notes with the consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding;

WHEREAS, Section 9.2 of the Indenture provides that, subject to certain conditions, the Issuer, the Guarantors and the Trustee may amend the

the new guarantees of the Guarantors listed therein;

Indenture, dated as of February 16, 2021 (as amended, supplemented, waived or otherwise modified, the “First Supplemental Indenture”), providing for

WHEREAS, the Issuer, the New Guarantors (as defined therein) and the Trustee have heretofore executed and delivered a first Supplemental

principal amount 6.500% Senior Notes due 2026 of the Issuer (the “Notes”);

January 29, 2021 (as amended, supplemented, waived or otherwise modified, the “Indenture”), providing for the issuance of an unlimited aggregate

WHEREAS, the Issuer, the initial Guarantors (as defined therein) and the Trustee have heretofore executed and delivered an Indenture, dated as of

W I T N E S S E T H:

U.S. Bank National Association), as trustee (the “Trustee”), paying agent and registrar under the Indenture (as defined below).

company incorporated under the laws of England and Wales (the “Issuer”), U.S. Bank Trust Company National Association (successor in interest to

This second Supplemental Indenture (this “Second Supplemental Indenture”), dated as of May 4, 2022, among TechnipFMC plc, a public limited

SUPPLEMENTAL INDENTURE

Exhibit 4.1

2

such provisions from the Notes shall be deemed deleted or amended as applicable.

(b) The Notes include certain of the foregoing provisions from the Indenture. Upon the operative date of this Second Supplemental Indenture,

shall prevail.

Indenture and the terms and conditions of this Second Supplemental Indenture, then the terms and conditions of this Second Supplemental Indenture

the Notes heretofore or hereafter authenticated and delivered shall be bound hereby. In the event of a conflict between the terms and conditions of the

thereof shall remain in full force and effect. This Second Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of

(a) Except as expressly supplemented hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions

Section 3.01 Ratification of Indenture.

MISCELLANEOUS

ARTICLE III.

(f) All references to Sections 6.1 and 8.4 of the Indenture shall mean Sections 6.1 and 8.4 as amended by this Second Supplemental Indenture.

Supplemental Indenture are hereby deleted in their entirety; and

(e) All definitions set forth in Section 1.1 of the Indenture that relate to defined terms used solely in sections deleted by this Second

references thereto contained in Section 8.4 and elsewhere in the Indenture in their entirety;

(d) The Indenture is hereby amended to delete paragraph (4) of Section 8.4 (Conditions to Legal or Covenant Defeasance) in its entirety and all

(4), (5), (6), (7) and (8) of Section 6.1 shall no longer constitute Events of Default;

references thereto contained in Section 6.1 and elsewhere in the Indenture in their entirety, and the occurrence of the events described in paragraphs (3),

(c) The Indenture is hereby amended to delete paragraphs (3), (4), (5), (6), (7) and (8) of Section 6.1 (Events of Default) in their entirety and all

or an Event of Default under the Indenture and shall no longer have any other consequence under the Indenture;

(b) The failure to comply with the terms of any of the Sections of the Indenture set forth in clause (i) above shall no longer constitute a Default

Section 4.19 (Maintenance of Listing) and Section 5.1 (Consolidation, Merger, Conveyance, Transfer or Lease);

Section 4.15 (Additional Guarantees), Section 4.16 (Limitation on Designation of Unrestricted Subsidiaries), Section 4.17 (Effectiveness of Covenants),

Section 4.12 (Limitation on Liens), Section 4.13 (Offer to Purchase upon Change of Control Triggering Event), Section 4.14 (Corporate Existence),

Section 4.9 (Limitation on Additional Indebtedness), Section 4.10 (Limitation on Asset Sales), Section 4.11 (Limitation on Transactions with Affiliates),

Section 4.7 (Limitation on Restricted Payments), Section 4.8 (Limitation on Dividend and Other Restrictions Affecting Restricted Subsidiaries),

(a) The Indenture is hereby amended to delete Section 4.3 (Provision of Financial Information), Section 4.4 (Compliance Certificate),

3

[Remainder of page intentionally left blank.]

Section 3.05 Effect of Headings. The section headings herein are for convenience only and shall not affect the construction thereof.

original, but all of them together represent the same agreement.

Section 3.04 Counterparts. The parties may sign any number of copies of this Second Supplemental Indenture. Each signed copy shall be an

Second Supplemental Indenture.

be deemed incorporated herein by this reference and shall be deemed applicable to all actions taken, suffered or omitted by the Trustee under this

connection herewith or therewith. All rights, protections, privileges, indemnities and benefits granted or afforded to the Trustee under the Indenture shall

or recital in any offers to purchase or solicitations made by Issuer, or in any Officers’ Certificate delivered to the Trustee, or any other document in

sufficiency of this Second Supplemental Indenture and it shall not be responsible for the correctness of any statement or recital herein or any statement

effectiveness of the Second Supplemental Indenture have been met or waived. The Trustee does not make any representation as to the validity or

liability for, determining if this Second Supplemental Indenture is authorized or permitted by this Indenture or that all conditions precedent to the

assumes no responsibility for the correctness of the same. The Trustee shall not be responsible for, makes no representation as to, and assumes no

Section 3.03 Trustee Makes No Representation. The recitals contained herein are those of the Issuer and not the Trustee, and the Trustee

do so, any objection which it may now or hereafter have to the laying of venue of any such proceeding.

any U.S. federal or state court located in the State and City of New York, Borough of Manhattan and (ii) waives, to the fullest extent it may effectively

Supplemental Indenture or the transactions contemplated thereby, and any action arising under U.S. federal or state securities laws, may be instituted in

Each of the parties hereto irrevocably (i) agrees that any suit, action or proceeding arising out of, related to, or in connection with this Second

OF NEW YORK.

THIS SECOND SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS

Section 3.02 Governing Law and Jurisdiction.

all Holders who have validly delivered and not validly revoked consents pursuant to the terms of the Statement.

and date upon which the Issuer pays the Early Tender Premium or Tender Offer Consideration, as applicable (as such term is defined in the Statement) to

(c) Notwithstanding an earlier execution date, the provisions of this Second Supplemental Indenture shall not become operative until the time

(Signature Page to Second Supplemental Indenture)

Title: Vice President

Name: Michael K. Herberger

By:

 /S/ Michael K. Herberger

as Trustee

ASSOCIATION,

U.S. BANK TRUST COMPANY, NATIONAL

Title: Vice President and Treasurer

Name: Fred Schacknies

By:

 /S/ Fred Schacknies

as Issuer

TECHNIPFMC PLC,

above.

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed as of the date first written