

LISTING PARTICULARS



TechnipFMC plc

U.S.\$215,398,000 2.00% Senior Notes due 2017

U.S.\$459,764,000 3.45% Senior Notes due 2022

TechnipFMC plc, a public limited liability company incorporated under the laws of England and Wales (“TechnipFMC” or the “Issuer”), is offering U.S.\$215,398,000 aggregate principal amount of its 2.00% Senior Notes due 2017 (the “New TechnipFMC 2017 Notes”) and U.S.\$459,764,000 aggregate principal amount of its 3.45% Senior Notes due 2022 (the “New Technip FMC 2022 Notes”) and, together with the New TechnipFMC 2017 Notes, the “New TechnipFMC Notes”). Interest on the New TechnipFMC 2017 Notes will be payable annually, commencing 1 October 2017. Interest on the New TechnipFMC 2022 Notes will be payable on a semi-annual basis on 1 April and 1 October each year, beginning 1 October 2017. Interest on each series of New TechnipFMC Notes will accrue from March 29, 2017 (the “issue date”) and thereafter will accrue from the last interest payment date on which interest was paid or duly provided for with respect to the applicable series of New FMCTI Notes. The New TechnipFMC 2017 Notes will mature on 1 October 2017. The New TechnipFMC 2022 Notes will mature on 1 October 2022.

Some or all of the New TechnipFMC Notes may be redeemed by paying 100% of the principal amount of such New TechnipFMC Notes plus a “make-whole” premium. At any time on or after 1 July 2022 (*i.e.*, the date that is three months prior to maturity), the New TechnipFMC 2022 Notes may be redeemed at a redemption price equal to 100% of the principal amount of New TechnipFMC 2022 Notes being redeemed, plus accrued and unpaid interest, if any, to, but excluding, the date of redemption. In the event of certain developments affecting taxation, the Issuer may redeem all, but not less than all, of the New TechnipFMC Notes, as applicable.

The New TechnipFMC Notes will be the Issuer’s senior unsecured obligations and will rank equally in right of payment with all other unsecured and future unsubordinated debt of the Issuer and will effectively rank junior to any of the Issuer’s secured debt, to the extent of the value of the collateral securing that debt. The New TechnipFMC Notes will be structurally subordinated to all existing and future indebtedness and other liabilities of the Issuer’s subsidiaries, including any debt of FMC Technologies, Inc. (“FMCTI”) that remains outstanding.

Issue price for the New TechnipFMC 2017 Notes: 100% plus accrued interest from the issue date, if any.

Issue price for the New TechnipFMC 2022 Notes: 100% plus accrued interest from the issue date, if any.

The New TechnipFMC Notes have not been registered with the Securities and Exchange Commission (the “SEC”) under the Securities Act of 1933, as amended (the “Securities Act”) or any state or foreign securities laws. The New TechnipFMC Notes may not be offered or sold in the United States or to any U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. See “Transfer Restrictions.” Only persons who certify that they are (i) “qualified institutional buyers” (“QIBs”) within the meaning of Rule 144A under the Securities Act, or (ii) not “U.S. persons” and are outside of the United States within the meaning of Regulation S under the Securities Act, are authorized to receive and review these listing particulars (such persons, “Eligible Holders”).

The New TechnipFMC Notes are rated Baa2 (negative outlook) by Moody’s Investors Service, Inc. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organization. There is currently no market for the New TechnipFMC Notes, and we cannot assure you that any market will develop. Application has been made to list the New TechnipFMC Notes on the Official List of the Luxembourg Stock Exchange for trading on the Euro MTF Market or another “recognised stock exchange” for purposes of Section 1005 of the U.K. Income Tax Act 2007 (“ITA”). The Euro MTF market is not a regulated market pursuant to the provisions of Directive 2004/39/EC on markets in financial instruments.

The New TechnipFMC Notes will be issued in registered form in denominations of U.S.\$2,000 and integral multiples of U.S.\$1,000 in excess thereof. All of the New TechnipFMC Notes will be delivered, in book-entry form through the facilities of The Depository Trust Company (“DTC”) and its participants, including Clearstream Banking, *société anonyme* (“Clearstream”), and Euroclear Bank SA/NV (“Euroclear”). See “Book-Entry, Delivery and Form.”

See “Risk Factors” beginning on page 13 to read about important factors you should consider before you decide to subscribe for or purchase the New TechnipFMC Notes.

Dealer Managers

BofA Merrill Lynch

Wells Fargo Securities

5 May 2017

NONE OF THE ISSUER, FMCTI, ANY DEALER MANAGER (AS DEFINED HEREIN), THE TRUSTEE WITH RESPECT TO THE NEW TECHNIPFMC NOTES, AS APPLICABLE, OR ANY AFFILIATE OF ANY OF THEM, MAKES ANY RECOMMENDATION AS TO WHETHER PROSPECTIVE INVESTORS SHOULD SUBSCRIBE FOR OR PURCHASE THE NEW TECHNIPFMC NOTES AND NO ONE HAS BEEN AUTHORIZED BY ANY OF THEM TO MAKE SUCH A RECOMMENDATION. PROSPECTIVE INVESTORS SHOULD NOT ASSUME THAT THE INFORMATION IN THESE LISTING PARTICULARS IS ACCURATE AS OF ANY DATE OTHER THAN THE DATE ON THE FRONT OF THESE LISTING PARTICULARS. THESE LISTING PARTICULARS MAY ONLY BE USED FOR THE PURPOSES FOR WHICH IT HAS BEEN PREPARED.

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You should rely only on the information contained and expressly incorporated by reference in these listing particulars. The Issuer is solely responsible for the information contained in these listing particulars. Neither the Issuer nor any of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Securities, LLC (the “Dealer Managers”) has authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. The Issuer does not take any responsibility for any other information that others may give you. The information contained in these listing particulars speaks only as of the date of these listing particulars and the information in the documents incorporated by reference in these listing particulars speak only as of the respective dates of those documents or the dates on which they were filed with the SEC, as applicable. The business, financial condition, results of operations and prospects of the Issuer or FMCTI, as applicable, may have changed since such dates.

No Dealer Manager makes any representation or warranty, express or implied, as to the accuracy or completeness of the information contained in or incorporated by reference into these listing particulars, and nothing contained in or incorporated by reference into these listing particulars is or shall be relied upon as a promise or representation by any Dealer Manager.

These listing particulars have been prepared solely for use in connection with the offer of the New TechnipFMC Notes as described in these listing particulars. These listing particulars are personal to each offeree and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire the New TechnipFMC Notes.

These listing particulars constitute a prospectus for the purpose of the Luxembourg Act dated July 10, 2005 on Prospectuses for Securities, as amended.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN RECOMMENDED BY ANY UNITED STATES FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The distribution of these listing particulars and the offer to subscribe for or purchase the New TechnipFMC Notes in certain jurisdictions may be restricted by law. The Issuer, FMCTI and the Dealer Managers require persons who obtain a copy of these listing particulars to inform themselves about and to observe any such restrictions. These listing particulars do not constitute an offer to sell the New TechnipFMC Notes in any jurisdiction in which such offer or invitation would be unlawful.

NOTICE TO EUROPEAN ECONOMIC AREA INVESTORS

These listing particulars do not comprise a prospectus for the purposes of the Prospectus Directive (as defined below), as implemented in member states of the European Economic Area. These listing particulars have been prepared on the basis that all offers of the New TechnipFMC Notes will be made pursuant to an exemption under the Prospectus Directive from the requirement to publish a prospectus in connection with offers of the New TechnipFMC Notes. Accordingly, any person making or intending to make any offer within the European Economic Area of the New TechnipFMC Notes that are the subject of the offering contemplated in these listing particulars should only do so in circumstances in which no obligation arises for us or any Dealer Manager to produce a prospectus for such offer. For the purposes of this provision, the expression “Prospectus Directive” means Directive 2003/71/EC, as amended of the European Economic Area, including by Directive 2010/73/EU, and includes any relevant implementing measure in a member state.

These listing particulars contain summaries, believed to be accurate, of some of the terms of specific documents, but reference is made to the actual documents, copies of which will be made available upon request, for the complete information contained in those documents, as indicated under “Where You Can Find More Information” and “Information We Incorporate by Reference”. All summaries are qualified in their entirety by this reference.

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

These listing particulars, including the documents incorporated by reference, contain “forward-looking statements” as defined in Section 27A of the United States Securities Act of 1933, as amended, and Section 21E of the United States Securities Exchange Act of 1934, as amended (the “Exchange Act”). The words such as “believe,” “expect,” “anticipate,” “plan,” “intend,” “foresee,” “should,” “would,” “could,” “may,” “estimate,” “outlook” and similar expressions are intended to identify forward-looking statements, which are generally not historical in nature. Such forward-looking statements involve significant risks, uncertainties and assumptions that could cause actual results to differ materially from our historical experience and our present expectations or projections, including the following known material factors:

- risks associated with tax liabilities, or changes in U.S. federal or international tax laws or interpretations to which they are subject;
- risks that the new businesses will not be integrated successfully or that the combined company will not realize estimated cost savings, value of certain tax assets, synergies and growth or that such benefits may take longer to realize than expected;
- unanticipated costs of integration;
- reliance on and integration of information technology systems;
- reductions in client spending or a slowdown in client payments;
- unanticipated changes relating to competitive factors in our industry;
- ability to hire and retain key personnel;
- ability to attract new clients and retain existing clients in the manner anticipated;
- changes in legislation or governmental regulations affecting us;
- international, national or local economic, social or political conditions that could adversely affect us or our clients;
- conditions in the credit markets;
- risks associated with assumptions we make in connection with our critical accounting estimates and legal proceedings;
- the risks of currency fluctuations and foreign exchange controls associated with our international operations; and
- such other risk factors set forth in our filings with the SEC that are incorporated by reference in these listing particulars, which include our Registration Statement on Form S-4, as amended, Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K.

We caution you not to place undue reliance on any forward-looking statements, which speak only as of the date hereof. We undertake no 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 events or otherwise, except to the extent required by law.

SUMMARY

The following summary information is qualified in its entirety by the information contained elsewhere in these listing particulars, including the documents we have incorporated by reference, and as described under “Description of the New TechnipFMC Notes.” Because this is a summary, it does not contain all the information that may be important to you. We urge you to read these entire listing particulars, including the consolidated financial statements of the Issuer and FMCTI, and the related notes, as well as the other documents, incorporated by reference, carefully, including the “Risk Factors” section. Unless otherwise indicated or the context otherwise requires, references in these listing particulars to “we”, “us”, “our” or “our company” refer to TechnipFMC plc, together with its subsidiaries.

Business Overview

TechnipFMC plc is a public limited company incorporated under the laws of England and Wales with its ordinary shares (“TechnipFMC Shares”) traded on the New York Stock Exchange (“NYSE”) and the regulated market of Euronext Paris (“Euronext Paris”), in each case under the symbol “FTI.” TechnipFMC uses its proprietary technologies and production systems, integrated expertise, and comprehensive solutions to enhance the performance of the world’s energy industry and is a global leader in subsea, onshore/offshore, and surface projects. TechnipFMC plc specializes in project management, engineering and construction for the energy sector and offers a comprehensive portfolio of innovative solutions and technologies. TechnipFMC plc designs, manufactures and services technologically sophisticated systems and products, including subsea production and processing systems, surface wellhead production systems, high pressure fluid control equipment, measurement solutions and marine loading systems for the energy industry. It is a global leader in subsea, onshore/offshore, and surface projects. The share capital of TechnipFMC plc consists of 50,001 shares of a nominal value of £1 each and 466,592,009 shares of a nominal value of U.S.\$1 each.

TechnipFMC began operations in January 2017 after completing a business combination (the “Merger”) of FMCTI, a global provider of technology solutions for the energy industry, and Technip S.A., a French *société anonyme* and world leader in project management, engineering and construction for the energy sector (“Technip”). For more information on the Merger, see “Notes to Unaudited Pro Forma Condensed Combined Financial Information – 1. Description of Mergers”. TechnipFMC’s registered address and principal executive offices are located at One St. Paul’s Churchyard, London, EC4M 8AP, United Kingdom and its telephone number is +44 20 3429 3950.

The 2017 Exchange Offer and amendment of Existing FMCTI Notes

On 28 February 2017, the Issuer offered Eligible Holders of each series of Existing FMCTI Notes (as defined below), in each case upon the terms and subject to the conditions set forth in the offering memorandum and consent solicitation statement dated 28 February 2017 (the “offering memorandum and consent solicitation statement”), the opportunity to exchange (each, an “Exchange Offer” and, collectively, the “Exchange Offers”) such outstanding notes set out at (a) and (b) below:

- a) 2.00% Senior Notes due October 1, 2017 issued by FMCTI (the “Existing FMCTI 2017 Notes”) for (i) up to an aggregate principal amount of U.S.\$300 million of new 2.00% Senior Notes due October 1, 2017 issued by TechnipFMC (the “New TechnipFMC 2017 Notes”), with registration rights, and (ii) cash; and
- b) 3.45% Senior Notes due October 1, 2022 issued by FMCTI (the “Existing FMCTI 2022 Notes”) for (i) up to an aggregate principal amount of U.S.\$500 million of new 3.45% Senior Notes due October 1, 2022 issued by TechnipFMC (the “New TechnipFMC 2022 Notes”), with registration rights, and (ii) cash.

The Existing FMCTI 2017 Notes and the Existing FMCTI 2022 Notes are referred to herein collectively as the “Existing FMCTI Notes.” As at March 29, 2017, U.S.\$215,398,000 of the Existing FMCTI 2017 Notes and U.S.\$459,862,000 of the Existing FMCTI 2022 Notes were exchanged for the New TechnipFMC Notes in accordance with the Exchange Offer.

Concurrently with the Exchange Offer made by TechnipFMC, FMCTI solicited consents from the Eligible Holders of the Existing FMCTI Notes to amend the Existing FMCTI Note indentures to remove certain of the covenants, restrictive provisions and events of default. The consent of the holders of a majority of the aggregate principal amount of the Existing FMCTI Notes outstanding of each series was required in order to effectuate the amendments to the corresponding Existing FMCTI Notes indenture for that series. As at 29 March, 2017, the consent of the holders of the majority required to effectuate the amendments was reached and the amendments were made binding on all holders of the Existing FMCTI Notes, including those who did not deliver their consent to the proposed amendments and did not tender their Existing FMCTI Notes in the Exchange Offer.

Management

Board of Directors

The Board of Directors of the Issuer consists of fourteen members nominated and elected by the Issuer, as described below:

Thierry Pilenko. Thierry Pilenko is Executive Chairman of the TechnipFMC board of directors. He joined Technip in 2007 as Chairman and Chief Executive Officer, and prior to that was Chairman and Chief Executive Officer of Veritas DGC, a seismic services company based in Houston. He also served as President of Schlumberger GeoQuest in Houston and subsequently as Managing Director of SchlumbergerSema in Paris.

Mr. Pilenko also served in a succession of management and executive roles with Schlumberger beginning in 1984, including several international positions in Europe, Africa, the Middle East, and Asia. Additionally, he served on the boards of Hercules Offshore, CGG Veritas, and Peugeot SA. He holds degrees from France's Nancy School of Geology and the IFP School.

Douglas J. Pferdehirt. Douglas J. Pferdehirt is Chief Executive Officer of TechnipFMC. He was previously President and Chief Executive Officer of FMC Technologies, and prior to joining FMC Technologies in 2012, spent 26 years at Schlumberger Limited in a succession of executive leadership positions including: Vice President of Corporate Development and Communications, President of Schlumberger's Reservoir Production Group, Vice President Investor Relations and Communications, President North and South America Schlumberger, and Vice President of Oilfield Services U.S. Gulf of Mexico.

Arnaud Caudoux. Arnaud Caudoux joined the board of TechnipFMC in 2017. He is currently Deputy Chief Executive Officer of Bpifrance in charge of the Finance, Risk Management, IT and Guarantee business line of Bpifrance. He was Chief Financial Officer and Member of the Executive Board of Bpifrance from 2013 to 2015, Deputy Chief Executive Officer of OSEO from 2008 to 2012 and Managing Director of OSEO Garantie (formerly Sofaris) from 2004 to 2008.

Pascal Colombani. Pascal Colombani joined the board of TechnipFMC in 2017. Previously he was a member of the Technip board of directors since 2007. He is Chairman of the Advisory Board of A.T. Kearney, a member of the European Advisory Board of JPMorgan Chase, non-executive Chairman of the Board of Directors of Valeo, a member of the Boards of Directors of Alstom and Siaci-Saint-Honoré and Chairman of the Board of Directors of Noordzee Helikopters Vlaanderen (NHV).

Marie-Ange Debon. Marie-Ange Debon joined TechnipFMC's board of directors in 2017. Previously she was a member of the Technip board of directors since 2010. She is Senior Executive Vice President of Suez Group and Chief Executive Officer of the International Division. Mrs. Debon has served in various positions in both the public and private sectors, including in the French Audit Commission (Cour des Comptes), France 3, Thomson and the Collège de l'Autorité des Marchés Financiers (the French Financial Market Authority).

Eleazar de Carvalho Filho. Eleazar de Carvalho Filho is on the board of directors for TechnipFMC. Formerly he was a member of FMC Technologies' board of directors since 2010. Mr. de Carvalho Filho has been a Founding Partner of Virtus BR Partners Assessoria Corporativa Ltda. since May 2009, and is also a Founding Partner of Sinfonia Consultoria Financeira e Participações Ltda. since August 2012, which are financial advisory

and consulting firms. He served as Chief Executive Officer and Managing Partner of Unibanco Investment Bank, a Brazilian investment bank, from April 2008 to March 2009.

Claire S. Farley. Claire S. Farley is on the TechnipFMC board of directors, and had been a member of the FMC Technologies board of directors since 2009. Ms. Farley has been a Vice-Chairman in the Energy & Infrastructure business of KKR & Co. L.P., a global investment firm (“KKR”) since January 2016. She began her affiliation with KKR in September 2010 as a co-founder of RPM Energy, LLC, a privately-owned oil and gas exploration and development company, which partnered with KKR.

Didier Houssin. Didier Houssin joined TechnipFMC’s board of directors as a member in 2017. He had been a member of the Technip board of directors since 2016. Mr. Houssin is the Chairman and Chief Executive Officer of IFP Énergies nouvelles since April 8, 2015. He also held various international and executive positions both in the French Government and the private industrial sector, including the International Energy Agency, BRGM, the French Geological Survey, the French Ministry of Economy and Finance and Total.

Peter Mellbye. Peter Mellbye joined TechnipFMC’s board of directors in 2017, and was previously a board member of FMC Technologies since. Mr. Mellbye served as Executive Vice President, Development & Production, International, of Statoil ASA, an international oil and gas company, from January 2011 until his retirement in September 2012. He was Executive Vice President, Production & International Exploration of Statoil from August 2004 to January 2011. From 1992 to 2004, Mr. Mellbye was Statoil’s Executive Vice President, Natural Gas, and from 1990 to 1992, he served as Senior Vice President, Natural Gas.

John O’Leary. John O’Leary is a board member of TechnipFMC and was previously a member of the Technip board of directors since 2007. Mr. O’Leary is the Chief Executive Officer of Strand Energy (Dubai) and sits on the Supervisory Boards of Huisman Itrec and Jumbo Shipping. He also held various executive positions in Pareto Offshore ASA, the Forasol-Foramer group and the group resulting from the merger between Forasol-Foramer and Pride International.

Richard A. Pattarozzi. Richard A. Pattarozzi joined TechnipFMC’s board of directors in 2017, and was previously a member of FMC Technologies’ board of directors since 2002. Mr. Pattarozzi served as Vice President of Shell Oil Company from March 1999 until his retirement in January 2000. He previously served as President and Chief Executive Officer for both Shell Deepwater Development, Inc. and Shell Deepwater Production, Inc. from 1995 until 1999.

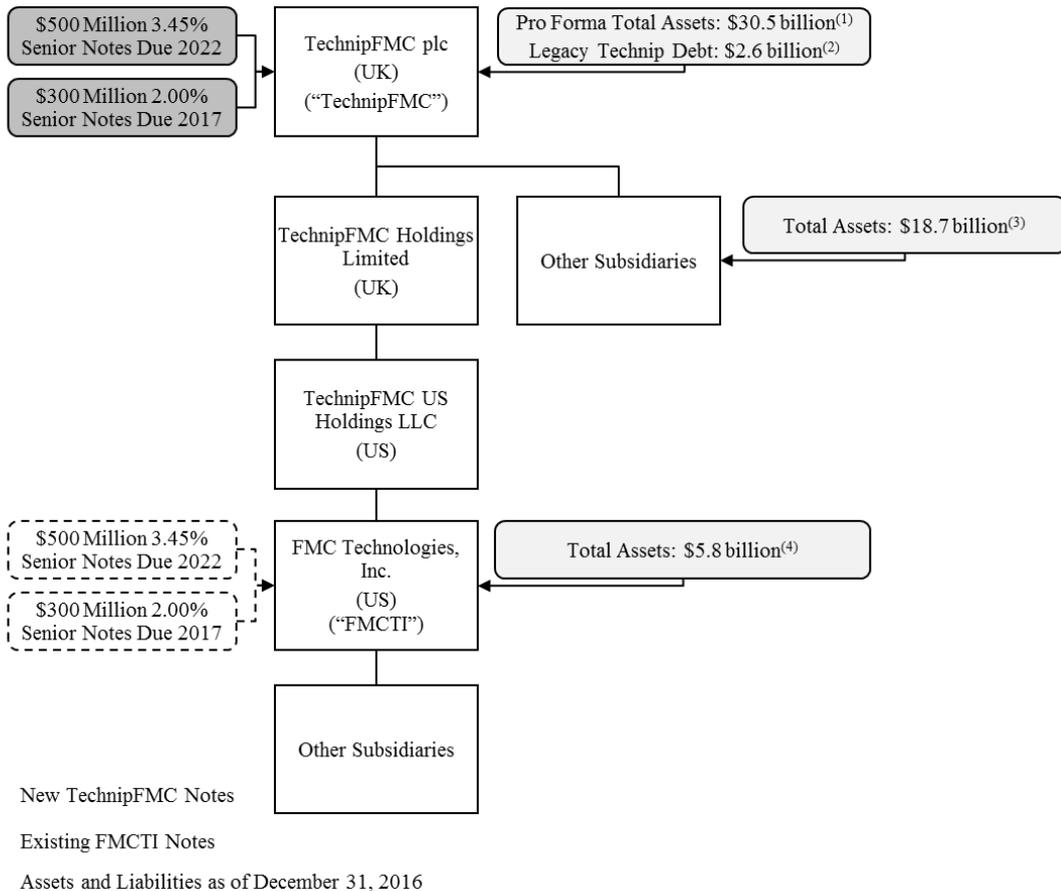
Kay G. Priestly. Kay G. Priestly is a member of TechnipFMC’s board of directors. She previously served on the board of FMC Technologies since 2015. Ms. Priestly served as Chief Executive Officer of Turquoise Hill Resources Ltd., an international mining company focused on copper, gold and coal in the Asia Pacific region, from May 2012 until her retirement in December 2014.

Joseph Rinaldi. Joseph Rinaldi is a member of the TechnipFMC board of directors and was a previous member of the Technip board of directors since 2009. He retired from the international law firm of Davis Polk & Wardwell and in 2016, where he was a senior partner in the Paris office.

James M. Ringler. James M. Ringler is a board member at TechnipFMC and was previously on the board of directors for FMC Technologies since 2001. Mr. Ringler has served as non-executive Chairman of the Board of Teradata Corporation, a provider of database software, data warehousing and analytics, since October 2007. Mr. Ringler served as Vice Chairman of Illinois Tool Works Inc. until his retirement in 2004.

Corporate Structure and Certain Financing Arrangements

The following diagram summarizes the corporate structure of the Issuer and indicates where the Existing FMCTI Notes were held and where the New TechnipFMC Notes are held following the settlement of the Exchange Offers. The diagram presents certain historical and condensed consolidated pro forma financial information as of December 31, 2016 and assumes all of the Existing FMCTI Notes were exchanged for the New TechnipFMC Notes in the Exchange Offer. The diagram does not include all entities of the Issuer, nor all of the debt obligations thereof. For further information, please refer to “Description of the New TechnipFMC Notes”.



(1) Pro Forma condensed combined total assets as of December 31, 2016.
 (2) Arithmetic sum of Technip’s (i) long-term debt, less current portion plus (ii) Short-term debt and current portion of long-term debt as of December 31, 2016.
 (3) Historical Technip’s total assets as of December 31, 2016.
 (4) FMCTI’s total assets of December 31, 2016.

THE NEW TECHNIPFMC NOTES

The following summary contains basic information about the New TechnipFMC Notes and is not intended to be complete. It does not contain all the information that is important to you. For a more complete understanding of the New TechnipFMC Notes, please refer to “Description of the New TechnipFMC Notes.”

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| Issuer..... | TechnipFMC plc, a public limited company incorporated under the laws of England and Wales. |
| Securities Offered..... | |
| <i>New TechnipFMC 2017 Notes</i> | U.S.\$215,398,000 aggregate principal amount of 2.00% Senior Notes due 2017. |
| <i>New TechnipFMC 2022 Notes</i> | U.S.\$459,764,000 aggregate principal amount of 3.45% Senior Notes due 2022. |
| Maturity Dates..... | The New TechnipFMC 2017 Notes will mature on October 1, 2017. The New TechnipFMC 2022 Notes will mature on October 1, 2022. |
| Interest Payment Dates..... | We will pay interest on the New TechnipFMC 2017 Notes on October 1, 2017. We will pay interest on the New TechnipFMC 2022 Notes on April 1 and October 1 of each year, commencing October 1, 2017. Interest on each series of New TechnipFMC Notes will accrue from March 29, 2017 and thereafter will accrue from the last interest payment date on which interest was paid or duly provided for with respect to the applicable series of New FMCTI Notes. Holders of Existing FMCTI Notes as of the close of business on March 15, 2017 that tendered such Existing FMCTI Notes in the Exchange Offer received an interest payment in respect of such Existing FMCTI Notes on April 1, 2017. |
| Interest Rate..... | The New TechnipFMC 2017 Notes will bear interest at 2.00% per year. The New TechnipFMC 2022 Notes will bear interest at 3.45% per year. |
| Optional Redemption..... | <p>At any time prior to their maturity, in the case of the New TechnipFMC 2017 Notes, and at any time prior to July 1, 2022 (the date that is three months prior to the maturity date of the New TechnipFMC 2022 Notes), in the case of the New TechnipFMC 2022 Notes, we may redeem some or all of such notes at the redemption price equal to 100% of the principal amount of the notes redeemed plus a make-whole premium, which is described in these listing particulars.</p> <p>At any time on or after July 1, 2022 (the date that is three months prior to the maturity date of the New TechnipFMC 2022 Notes) we may redeem some or all of the New TechnipFMC 2022 Notes at the redemption price equal to 100% of the principal amount of the New TechnipFMC 2022 Notes redeemed.</p> <p>In each case, we will also pay accrued and unpaid interest, if any, to, but excluding, the redemption date.</p> <p>See “Description of the New TechnipFMC Notes—Optional Redemption.”</p> |

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| Optional Tax Redemption..... | In the event of certain developments affecting taxation or certain other circumstances, we may redeem the New TechnipFMC Notes in whole, but not in part, at any time, at a redemption price of 100% of the principal amount, plus accrued and unpaid interest, if any, and Additional Amounts (as defined in “Description of the New TechnipFMC Notes”), if any, to the date of redemption. See “Description of the New TechnipFMC Notes—Optional Tax Redemption.” |
| Certain Covenants..... | The New TechnipFMC Indentures (as defined herein) governing the New TechnipFMC Notes contain covenants that, among other things, limit our ability and the ability of our subsidiaries to place liens on our principal assets and those of our subsidiaries without securing the notes equally and ratably with the other indebtedness secured by such liens; engage in certain sale-leaseback transactions; and consolidate or merge with, or sell, convey, transfer or lease all or substantially all of our assets to, another entity. See “Description of the New TechnipFMC Notes—Certain Covenants.” |
| Payment of Additional Amounts..... | All payments made by us with respect to the New TechnipFMC Notes will be made without withholding or deduction for or on account of taxes unless required by law. If we are required by law to withhold or deduct for such taxes with respect to a payment to the holders of the New TechnipFMC Notes, we will pay the Additional Amounts (as defined in “Description of the New TechnipFMC Notes”) necessary so that the net amount received by the holders of the notes after the withholding is not less than the amount that they would have received in the absence of the withholding, subject to certain exceptions (including an exception for any U.S. withholding tax). See “Description of the New TechnipFMC Notes—Payment of Additional Amounts.” |
| Ranking..... | The New TechnipFMC Notes will be senior unsecured obligations of the Issuer, will rank equally in right of payment with all of the Issuer’s other unsecured and future unsubordinated debt and will effectively rank junior to any of the Issuer’s secured debt, to the extent of the value of the collateral securing that debt, and will be structurally subordinated to all existing and future indebtedness and other liabilities of the Issuer’s subsidiaries, including any debt of FMCTI that remains outstanding. The New TechnipFMC Notes will be exclusively our obligation, and not the obligation of any of our subsidiaries. Our rights and the rights of any holder of the New TechnipFMC Notes (or other of our creditors) to participate in the assets of any subsidiary upon that subsidiary’s liquidation or recapitalization will be subject to the prior claims of the subsidiary’s creditors, except to the extent that we may be a creditor with recognized claims against the subsidiary. See “Description of the New TechnipFMC Notes—Ranking.” |
| Form and Denomination..... | The New TechnipFMC Notes of each series will be issued in fully registered form in denominations of \$2,000 and in integral multiples of \$1,000 in excess thereof. |
| DTC Eligibility..... | The New TechnipFMC Notes of each series will be represented by global certificates deposited with, or on behalf of, DTC or its nominee. See “Description of the New TechnipFMC Notes—Book-Entry; Delivery and Form.” |

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| Same Day Settlement..... | Beneficial interests in the New TechnipFMC Notes will trade in DTC's same-day funds settlement system until maturity. Therefore, secondary market trading activity in such interests will be settled in immediately available funds. |
| Registration Rights..... | We will enter into a registration rights agreement pursuant to which we will agree to file an exchange offer registration statement with the SEC to allow you to exchange New TechnipFMC Notes for the same principal amount of a new issue of notes, which we refer to as the "exchange notes," with substantially identical terms, except that the exchange notes will generally be freely transferable under the Securities Act. In addition, we have agreed to file, under certain circumstances, a shelf registration statement to cover resales of the New TechnipFMC Notes. If we fail to satisfy these obligations, we will be required to pay additional interest on the New TechnipFMC Notes. See "Registration Rights." |
| Transfer Restrictions..... | We have not registered the New TechnipFMC Notes under the Securities Act and the New TechnipFMC Notes will be subject to certain restrictions on transfer until registered. See "Transfer Restrictions" and "Registration Rights." |
| Listing..... | The New TechnipFMC Notes are a new issue of securities with no established trading market. The Issuer has made an application to list the New TechnipFMC Notes on the Official List of the Luxembourg Stock Exchange and to trade them on the Euro MTF Market or another "recognised stock exchange" for purposes of Section 1005 of the ITA. |
| Governing Law..... | The New TechnipFMC Notes and the related Indenture will be governed by the laws of the State of New York. |
| Trustee, Registrar and Paying Agent.... | U.S. Bank National Association (the "Trustee"). |
| Risk Factors..... | See "Risk Factors" and other information in these listing particulars for a discussion of factors that should be carefully considered by Eligible holders before subscribing to or investing in the New TechnipFMC Notes. |

SELECTED UNAUDITED PRO FORMA FINANCIAL INFORMATION

The following table sets forth selected unaudited pro forma condensed combined financial information of the Issuer for the periods indicated and has been prepared to give effect to the Mergers as if they had been completed on January 1, 2016. The pro forma financial statements are based on the historical audited consolidated financial position and results of operations of Technip and FMCTI as of and for the year ended December 31, 2016.

The following information is presented in millions of U.S. dollars, and is presented in accordance with U.S. GAAP and upon the assumptions set forth in the notes to the pro forma financial statements.

The following information should be read in conjunction with the sections entitled “Risk Factors,” and “Unaudited Pro Forma Condensed Combined Financial Information” of these listing particulars and the annual consolidated financial statements incorporated by reference herein. The pro forma financial statements are not intended to represent or be indicative of the consolidated results of operations or financial position that would have been reported had the Mergers been completed as of the dates presented, and should not be taken as representative of the future consolidated results of operations or financial position of the combined company following the Mergers. The actual financial position and results of operations of the combined company following the Mergers may significantly differ from the pro forma financial statements reflected herein due to a variety of factors. The pro forma financial statements are based upon available information and certain assumptions that management believes are reasonable.

| | As of and for the year ended December 31, 2016 | | | | |
|--|--|---------------------|---------------------------------------|----------------------|------------------------------------|
| | Historical Technip | Historical FMCTI | Purchase Accounting Adjustments | Other Adjustments | Pro Forma Condensed Combined |
| <i>(In millions of U.S. dollars)</i> | | | | | |
| Revenue..... | 9,199.6 | 4,542.3 | 36.5 | | 13,756.0 |
| Net income..... | 394.2 | 37.0 | 26.7 | | 457.9 |
| Total assets..... | 18,749.3 | 5,748.6 | 6,046.9 | 6.5 | 30,551.3 |
| Long-term debt, less current portion | 1,658.5 | 908.1 | — | — | 2,566.6 |
| Total equity..... | 5,060.8 | 2,626.5 | 5,559.2 | — | 13,246.5 |

See accompanying Notes to Unaudited Pro Forma Condensed Combined Financial Information.

RISK FACTORS

You should carefully consider all of the information in these listing particulars and each of the risks described below. Some of the risks relate to the New TechnipFMC Notes and others related to the Issuer's business. Any of the following risks could materially and adversely affect the Issuer's business, financial condition and results of operations and the actual outcome of matters as to which forward-looking statements are made in these listing particulars. While we believe we have identified and discussed below the material risks affecting the Issuer's business, there may be additional risks and uncertainties that we do not presently know or that we do not currently believe to be material that may adversely affect such business, financial condition and results of operations in the future. See the sections entitled "Risk Factors" in the Issuer's annual report on Form 10-K and the Issuer's registration statement on Form S-4, as amended, incorporated by reference herein for a discussion of the risks relating to the legacy FMCTI business, the legacy Technip business and the integration of the businesses in connection with the Merger.

Risks Relating to the New TechnipFMC Notes

Our existing and future debt may limit cash flow available to invest in the ongoing needs of our business and could prevent us from fulfilling our obligations under our outstanding debt, as well as the New TechnipFMC Notes.

We have substantial existing debt. As of December 31, 2016, after giving effect to the Merger, our total debt would have been \$3.8 billion, which does not take into consideration any GAAP adjustments required in business combination accounting. We also have the capacity under the \$2.5 billion credit facility and the four bilateral facilities for an aggregate amount of \$358 million and we will have the capacity under the New TechnipFMC Indentures, to incur substantial additional debt. Our level of debt could have important consequences. For example, it could:

- make it more difficult for us to make payments on our debt;
- require us to dedicate a substantial portion of our cash flow from operations to the payment of debt service, reducing the availability of our cash flow to fund working capital, capital expenditures, acquisitions, distributions and other general partnership purposes;
- increase our vulnerability to adverse economic or industry conditions;
- limit our ability to obtain additional financing to enable us to react to changes in our business; or
- place us at a competitive disadvantage compared to businesses in our industry that have less debt.

Additionally, any failure to meet required payments on our debt, or failure to comply with any covenants in the instruments governing our debt, could result in an event of default under the terms of those instruments. In the event of such default, the holders of such debt could elect to declare all the amounts outstanding under such instruments to be due and payable.

Changes in our credit ratings may adversely affect the value of the New TechnipFMC Notes.

The ratings assigned to the New TechnipFMC Notes could be lowered, suspended or withdrawn entirely by the rating agencies if, in each rating agency's judgment, circumstances warrant. Actual or anticipated changes or downgrades in our credit ratings, including any announcement that our ratings are under review for a downgrade, could affect the market value of the New TechnipFMC Notes.

The New TechnipFMC Indentures will not restrict the amount of additional debt that we and our subsidiaries may incur and the credit facility permits us and our subsidiaries to incur substantial additional unsecured debt.

The New TechnipFMC Indentures will not place any limitation on the amount of unsecured debt that we may incur and the credit facility permits us and our subsidiaries to incur substantial additional unsecured debt. Our incurrence of additional debt, and the incurrence of additional debt by any of our subsidiaries, may have important consequences for you as a holder in of the New TechnipFMC Notes, including making it more difficult for us to satisfy our obligations with respect to the New TechnipFMC Notes, a loss in the market value of your notes and a risk that the credit rating of the notes is lowered or withdrawn.

We are a holding company and depend on dividends and other distributions from our subsidiaries.

We are a holding company with limited direct operations. Our principal assets are the equity interests that we hold in our subsidiaries. As a result, we depend on dividends and other distributions from our subsidiaries, including FMCTI, to generate the funds necessary to meet our financial obligations, including the payment of principal and interest on our outstanding indebtedness. Our subsidiaries are legally distinct from TechnipFMC and have no obligation to pay amounts due on its indebtedness or to make funds available for such payment. In addition, our subsidiaries will be permitted under the terms of the indenture governing the New TechnipFMC Notes to incur additional indebtedness that may restrict or prohibit the making of distributions, the payment of dividends or the making of loans by such subsidiaries to us. We cannot assure you that the agreements governing the current and future indebtedness of our subsidiaries will permit our subsidiaries to provide us with sufficient dividends, distributions or loans to fund payments on the notes when due.

An increase in market interest rates could result in a decrease in the value of the New TechnipFMC Notes.

In general, as market interest rates rise, notes bearing interest at a fixed rate decline in value because the premium, if any, over market interest rates will decline. Consequently, if you purchase the New TechnipFMC Notes and market interest rates increase, the market values of the New TechnipFMC Notes may decline. We cannot predict the future level of market interest rates.

Active trading markets for the New TechnipFMC Notes may not develop.

The New TechnipFMC Notes are a new issue of securities with no established trading market. We intend to apply to list the New TechnipFMC Notes on the Euro MTF Market of the Luxembourg Stock Exchange or another “recognised stock exchange” for purposes of Section 1005 of the ITA. However, there can be no assurance that a trading market for the New TechnipFMC Notes of any series will ever develop or will be maintained. If a trading market does not develop or is not maintained, you may find it difficult or impossible to resell the New TechnipFMC Notes. Further, there can be no assurance as to the liquidity of any market that may develop for the New TechnipFMC Notes, your ability to sell such notes or the price at which you will be able to sell the New TechnipFMC Notes. Future trading prices of the notes will depend on many factors, including prevailing interest rates, our financial condition and results of operations, the then-current ratings assigned to the New TechnipFMC Notes and the markets for similar securities. Any trading market that develops would be affected by many factors independent of and in addition to the foregoing, including:

- the time remaining to the maturity of the New TechnipFMC Notes;
- the outstanding amount of the New TechnipFMC Notes;
- the terms related to optional redemption of the New TechnipFMC Notes; and
- the level, direction and volatility of market interest rates generally.

Although we will agree in the New TechnipFMC Notes Indenture to use commercially reasonable efforts to have the New TechnipFMC Notes listed and admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange within a reasonable period after the issue date of the New TechnipFMC Notes and to maintain such listing as long as the New TechnipFMC Notes are outstanding, we cannot assure you that the New TechnipFMC Notes will become or remain listed. If we are unable to or can no longer maintain the listing on the Official List of the

Luxembourg Stock Exchange or it becomes unduly burdensome to make or maintain such listing, we may cease to make or maintain such listing on the Official List of the Luxembourg Stock Exchange, provided that we will use commercially reasonable efforts to obtain and maintain the listing of the New TechnipFMC Notes on another stock exchange although there can be no assurance that we will be able to do so. Although no assurance is made as to the liquidity of the New TechnipFMC Notes as a result of listing on the Official List of the Luxembourg Stock Exchange or another recognized listing exchange for issuers, failure to be approved for listing or the delisting of the New TechnipFMC Notes from the Official List of the Luxembourg Stock Exchange or another listing exchange may have a material adverse effect on a holder's ability to resell New TechnipFMC Notes in the secondary market.

The New TechnipFMC Notes have not been registered under applicable federal and state securities laws and accordingly are not freely transferable.

The New TechnipFMC Notes have not been registered under the Securities Act or any state securities laws. Unless the New TechnipFMC Notes are so registered, they may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws.

We are obligated to use our reasonable best efforts to commence an offer to exchange the New TechnipFMC Notes for equivalent notes registered under U.S. securities laws or, in certain circumstances, register the reoffer and resale of the New TechnipFMC Notes under U.S. securities laws, but there can be no assurance that we will complete the registration. See "Registration Rights" and "Transfer Restrictions."

The laws of England and Wales differ from United States law and may afford less protection to holders of the New TechnipFMC Notes.

It may not be possible to effect service of process within the United States on us or to enforce court judgments obtained in the United States against us in England based on the civil liability provisions of the U.S. federal or state securities laws. Awards of punitive damages in actions brought in the United States or elsewhere may be unenforceable in England. Investors may also have difficulties enforcing, in original actions brought in jurisdictions outside the United States, liabilities under the U.S. securities laws.

In addition, there is some uncertainty as to whether the courts of England would recognize or enforce judgments of U.S. courts obtained against us or our directors or officers based on the civil liability provisions of the U.S. federal or state securities laws or hear actions against us or those persons based on those laws. We have been advised that the United States currently does not have a treaty with England and Wales providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters. Therefore, a final judgment for the payment of money rendered by any U.S. federal or state court based on civil liability, whether or not based solely on U.S. federal or state securities laws, would not be directly enforceable in England. Although such a judgment may be enforced in England through common law rules, this process is subject to numerous established principles and would involve the commencement of a new set of proceedings in England.

The New TechnipFMC 2017 Notes will be, and the New TechnipFMC 2022 Notes may be, issued with original issue discount for U.S. federal income tax purposes.

The New TechnipFMC 2017 Notes will be, and the New TechnipFMC 2022 Notes may be, issued with original issue discount ("OID") for U.S. federal income tax purposes. If the New TechnipFMC 2022 Notes are issued with OID for U.S. federal income tax purposes, U.S. investors in such New TechnipFMC 2022 Notes will generally be required to include amounts representing OID in their gross income as it accrues in advance of the receipt of cash payments attributable to such income using the constant yield method. In the case of New TechnipFMC 2017 Notes, other adverse tax consequences may be applicable. See "Certain U.S. Federal Income Tax Considerations."

The application of Section 7874 of the Code and/or changes in law could affect our status as a foreign corporation for U.S. federal income tax purposes.

We believe that, under current law, we should be treated as a foreign corporation for U.S. federal income tax purposes. However, the U.S. Internal Revenue Service (the "IRS") may assert that we should be treated as a

domestic corporation for U.S. federal income tax purposes pursuant to Section 7874 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”). Under Section 7874 of the Code, the Treasury regulations promulgated thereunder and the official interpretations thereof as set forth in published guidance by the IRS, unless we have satisfied the Substantial Business Activities Exception (defined below), we would be treated as a domestic corporation (that is, as a U.S. tax resident) for U.S. federal income tax purposes if the percentage (by vote or value) of TechnipFMC Shares considered to be held by former holders of the shares of common stock of FMCTI (“FMCTI Shares”) after the Merger by reason of holding FMCTI Shares for purposes of Section 7874 (the “Section 7874 Percentage”) is (i) 60% or more (if, as expected, the Third Country Rule (as defined below) applies) or (ii) 80% or more (if the Third Country Rule does not apply).

In order for us to satisfy the Substantial Business Activities Exception, at least 25% of the employees (by headcount and compensation), real and tangible assets and gross income of our expanded affiliated group must be based, located and derived, respectively, in the United Kingdom. The Substantial Business Activities Exception is not expected to be satisfied. In addition, the IRS, and U.S. Department of the Treasury have issued a rule that generally provides that if (i) there is an acquisition of a domestic company by a foreign company in which the Section 7874 Percentage is at least 60%, and (ii) in a related acquisition, such foreign acquiring company acquires another foreign corporation and the foreign acquiring company is not subject to tax as a resident in the foreign country in which the acquired foreign corporation was subject to tax as a resident prior to the transactions, then the foreign acquiring company will be treated as a domestic company for U.S. federal income tax purposes (the “Third Country Rule”). Because we are a tax resident in the United Kingdom and not a tax resident in France as Technip was, we expect that we would be treated as a domestic corporation for U.S. federal income tax purposes under the Third Country Rule if the Section 7874 Percentage were at least 60%.

We believe that the percentage (by vote or value) of TechnipFMC Shares considered to be held by former holders of FMCTI Shares after the Merger by reason of holding FMCTI Shares was less than 60% and thus the Section 7874 Percentage is expected to be less than 60% such that the Third Country Rule is not expected to apply to us. As a result, under current law, we are expected to be treated as a foreign corporation for U.S. federal income tax purposes. However, there can be no assurance that there will not be a change in law, including with retroactive effect, which might cause us to be treated as a domestic corporation for U.S. federal income tax purposes. Further, we cannot assure you that the IRS will agree with our position and/or would not successfully challenge our status as a foreign corporation. If the IRS successfully challenged our status as a foreign corporation, significant adverse tax consequences would result for us and U.S. tax withholding may apply to payments made to Non-U.S. holders with respect to the New TechnipFMC Notes unless certain requirements are met.

Interest paid on the New TechnipFMC Notes may be treated as U.S. source interest, in which case, 30% U.S. withholding tax may apply unless an investor qualifies for an exemption from such withholding tax.

Although not free from doubt, we intend to take the position that payments of interest (including, for this purpose, any OID) on the New TechnipFMC Notes should be treated as from sources outside the United States for U.S. federal income tax purposes. However, the IRS may assert an alternative position on the basis that we should not be treated as a foreign corporation for U.S. federal income tax purposes under Section 7874 of the Code (see “Risks Relating to the New TechnipFMC Notes—The application of Section 7874 of the Code and/or changes in law could affect our status as a foreign corporation for U.S. federal income tax purposes.”) or that the New TechnipFMC Notes are subject to the rules governing conduit arrangements under the applicable Treasury regulations. If the IRS were successful in asserting such an alternative treatment for the New TechnipFMC Notes, all or a portion of any payment of interest on the New TechnipFMC Notes could be treated as from sources within the United States for U.S. federal income tax purposes. In that event, we or the applicable withholding agent may withhold on interest payments on the New TechnipFMC Notes (unless the certification and other requirements demonstrating an exemption from U.S. withholding tax are met) and we will not be required to pay any Additional Amounts (as defined in “Description of the New TechnipFMC Notes”) with respect to amounts so withheld. For this reason, we are requiring each holder to represent, warrant and agree that it is exempt from U.S. tax withholding with respect to payments of interest on the New TechnipFMC Notes (because, among other reasons, it qualifies for the “portfolio interest” exemption with respect to such payments), and that it will give any transferee notice of this requirement. See “Certain U.S. Federal Income Tax Considerations.”

We may choose to redeem any series of New TechnipFMC Notes prior to maturity.

We may redeem some or all of the New TechnipFMC Notes of any series at any time. See “Description of the New TechnipFMC Notes—Optional Redemption.” If prevailing interest rates are lower at the time of redemption, you may not be able to reinvest the redemption proceeds in a comparable security at an interest rate as high as the interest rate of the New TechnipFMC Notes being redeemed.

USE OF PROCEEDS

Neither the Issuer nor FMCTI will receive any cash proceeds from the issuance of the New TechnipFMC Notes. The Existing FMCTI Notes exchanged in connection with the Exchange Offers and Consent Solicitations were retired and will not be reissued.

UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL STATEMENTS

The following unaudited pro forma condensed combined financial information, which we refer to as the pro forma financial statements, give effect to the Mergers, as defined in “Description of Mergers” in the New TechnipFMC Notes to the Unaudited Pro Forma Condensed Combined Financial Information, accounted for under the acquisition method of accounting in accordance with Accounting Standards Codification 805, *Business Combinations* (“ASC 805”), with Technip identified as the accounting acquirer. ASC 805 provides that in identifying the acquiring entity, all pertinent facts and circumstances must be considered, including, but not limited to, the relative voting rights of the stockholders of the constituent companies in the combined company, significant minority voting interest, the composition of the board of directors and senior management of the combined company, the terms of the exchange of equity securities in the business combination, including the payment of any premium, and the relative size of each company. After careful consideration of all of the company-specific facts, the merger-related facts and the business combination agreement, FMCTI and Technip determined that the factors were neutral to or supportive of the conclusion that Technip is the accounting acquirer. The factors that most notably supported this determination were (i) the relative voting interest of Technip and FMCTI in the combined company whereby the Technip stockholders obtained a majority voting interest of approximately 51%, (ii) the minority voting interest and (iii) the relative size of FMCTI’s and Technip’s revenue, total assets, workforce and global footprint.

The unaudited pro forma condensed combined statement of income has been prepared to give effect to the Mergers as if they had been completed on January 1, 2016. The unaudited pro forma condensed combined balance sheet has been prepared to give effect to the Mergers as if they had been completed on December 31, 2016.

The pro forma financial statements are based on the historical audited consolidated financial position and results of operations of Technip and FMCTI as of and for the year ended December 31, 2016.

U.S. GAAP requires that, for each business combination, one of the combining entities be identified as the acquirer, and the existence of a controlling financial interest be used to identify the acquirer in a business combination. In a business combination effected primarily by exchanging equity interests, the acquirer usually is the entity that issues its equity interests. However, under certain circumstances, the acquirer for accounting purposes may not necessarily be the legal acquirer (i.e., the entity that issues its equity interest to effect the business combination). As discussed above, Technip was determined to be the acquirer for accounting purposes. As a result, the Mergers will be accounted for as an acquisition of FMCTI by Technip. Accordingly, FMCTI’s tangible and identifiable intangible assets acquired and liabilities assumed will be recorded at fair value at the date of completion of the Mergers, with the excess of the purchase consideration over the fair value of FMCTI’s net assets being recorded as goodwill. The Technip assets and liabilities together with Technip operations will continue to be recorded at their pre-combination historical carrying value for all periods presented (including pre-combination) in the consolidated financial statements of the combined company. After January 16, 2017, the date of the completion of the Mergers (“Merger Date”), the results of operations of both companies will be included in the consolidated financial statements of the combined company. Valuations of property, plant and equipment, and intangible and other assets acquired and liabilities assumed, along with assessments of favorable and unfavorable leases, are preliminary as management is still reviewing the existence, characteristics and assumptions related to FMCTI’s assets acquired and liabilities assumed. Estimates and assumptions are subject to change upon finalization of these preliminary valuations as of the Merger Date. The completion of the fair valuation analyses could result in significantly different depreciation and amortization expenses and balance sheet classifications.

The pro forma financial statements were prepared in accordance with Article 11 of SEC Regulation S-X. The pro forma adjustments reflecting completion of the Mergers are based upon the acquisition method of accounting in accordance with U.S. GAAP, and upon the assumptions set forth in the notes to the pro forma financial statements.

The historical financial information of FMCTI are reported pursuant to U.S. GAAP and presented in U.S. dollars. The historical financial information of Technip are reported pursuant to IFRS as issued by the IASB and presented in Euro. The audited consolidated financial statements used in the preparation of the pro forma financial statements include adjustments and reclassifications to convert the balance sheet and statement of income of Technip from IFRS as issued by the IASB to U.S. GAAP and to translate the financial statements from Euro to U.S. dollars. Management will conduct further review of adjustments and reclassifications to convert Technip financial

statements from IFRS to U.S. GAAP, and as a result, management may identify further differences that could have a material impact to the pro forma financial statements.

The historical financial data has been adjusted to give pro forma effect to events that are (1) directly attributable to the Mergers, (2) factually supportable, and (3) with respect to the statements of income, expected to have a continuing impact on the combined results. The pro forma financial statements do not reflect any revenue enhancements, anticipated synergies or dis-synergies, operating efficiencies or cost savings that may be achieved. The fair value adjustments applied to the assets acquired and liabilities assumed reflected in the pro forma financial data is preliminary and is based on management's estimates of the fair value and useful lives of the assets acquired and liabilities assumed. The pro forma financial statements do not include any fair value adjustments associated with the tangible fixed assets of FMCTI as management has preliminarily concluded that the historical carrying value of the assets approximates the current fair market value. Accordingly, the actual financial position and results of operations may differ from these pro forma amounts as additional information becomes available and as additional analyses are performed. The final valuations may result in material changes to the preliminary estimated purchase price allocation.

The pro forma adjustments are subject to modification depending on changes in the final fair value determination for assets acquired and liabilities assumed and as additional information becomes available and additional analyses are performed. The final allocation of the total purchase accounting will be determined after completion of thorough analyses to determine the fair value of FMCTI's tangible and identifiable intangible assets acquired and liabilities assumed as of the Merger Date. Increases or decreases in the fair values of the net assets as compared with the information shown in the pro forma financial statements may change the amount of the total purchase consideration allocated to goodwill, if any, and other assets and liabilities and may impact the combined company statements of income due to adjustments in amortization of the adjusted assets or liabilities. Any changes to FMCTI's equity, including results of operations from December 31, 2016 through the Merger Date, will also change the purchase accounting, which may include the recording of a lower or higher amount of goodwill. The final adjustments may be materially different from the pro forma financial statements presented herein.

The pro forma financial statements are not intended to represent or be indicative of the consolidated results of operations or financial position that would have been reported had the Mergers been completed as of the dates presented, and should not be taken as representative of the future consolidated results of operations or financial position of the combined company following the Mergers. The actual financial position and results of operations of the combined company following the Mergers may significantly differ from the pro forma financial statements reflected herein due to a variety of factors. The pro forma financial statements are based upon available information and certain assumptions that management believes are reasonable.

UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET AS OF DECEMBER 31, 2016

| | Historical Technip (Note 4a) | Historical FMCTI (Note 4b) | Purchase Accounting Adjustments | Notes | Other Adjustments | Notes | Pro Forma Condensed Combined |
|--|---|---|--|-----------------|------------------------------|--------------|---|
| <i>(In millions of U.S. dollars)</i> | | | | | | | |
| Assets | | | | | | | |
| Cash and cash equivalents | \$ 6,269.4 | \$ 1,015.9 | \$ — | | \$ 15.9 | 4(i) | \$ 7,301.2 |
| Trade receivables | 2,024.5 | 709.4 | — | | (33.9) | 4(i) | 2,700.0 |
| Costs and estimated earnings in excess of billings on uncompleted contracts | 485.7 | 612.2 | — | | 18.5 | 4(i) | 1,116.4 |
| Inventories..... | 334.7 | 594.1 | — | | 0.2 | 4(i) | 929.0 |
| Financial instruments | 238.0 | 44.5 | — | | — | | 282.5 |
| Prepaid expenses | — | 36.7 | — | | (36.7) | 4(h) | — |
| Income taxes receivable | 265.0 | 135.4 | — | | — | | 400.4 |
| Other current assets | 1,510.7 | 172.6 | — | | 36.7 | 4(h) | 1,726.4 |
| | | | | | 6.4 | 4(i) | |
| Total current assets | 11,128.0 | 3,320.8 | — | | 7.1 | | 14,455.9 |
| Investments in equity affiliates..... | 177.8 | — | — | | 21.7 | 4(i) | 199.5 |
| Investments | 14.1 | 85.9 | — | | — | | 100.0 |
| Other financial assets | 236.0 | — | — | | (28.8) | 4(i) | 207.2 |
| Property, plant and equipment, net..... | 2,620.1 | 1,262.7 | — | | 0.2 | 4(i) | 3,883.0 |
| Goodwill | 3,718.4 | 517.9 | 4,835.1 | 3,4(f), 4(g) | — | | 9,071.4 |
| Intangible assets, net | 255.4 | 274.0 | 1,211.8 | 4(c) | — | | 1,741.2 |
| Deferred income taxes..... | 599.5 | 204.9 | — | | 6.3 | 4(i) | 810.7 |
| Financial instruments | — | 7.4 | — | | — | | 7.4 |
| Other assets | — | 75.0 | — | | — | | 75.0 |
| Total assets..... | \$ 18,749.3 | \$ 5,748.6 | \$ 6,046.9 | | \$ 6.5 | | \$ 30,551.3 |
| Liabilities and equity | | | | | | | |
| Short-term debt and current portion of long- term debt | \$ 894.4 | \$ 317.3 | \$ — | | \$ — | | \$ 1,211.7 |
| Accounts payable, trade | 3,883.3 | 351.6 | 40.5 | 4(g) | — | | 4,266.9 |
| | | | | | (8.5) | 4(i) | |
| Advance payments | 411.1 | 384.2 | — | | — | | 795.3 |
| Billings in excess of costs and estimated earnings on uncompleted contracts..... | 3,364.5 | 108.0 | — | | — | | 3,472.5 |

| | | | | | | | |
|---|--------------------|-------------------|-------------------|------|---------------|------|--------------------|
| Accrued payroll..... | — | 171.7 | — | | (171.7) | 4(h) | — |
| Financial instruments..... | 586.7 | 63.6 | — | | — | | 650.3 |
| Income taxes payable..... | 317.5 | 104.0 | — | | — | | 421.5 |
| Other current liabilities..... | 2,099.3 | 290.9 | — | | 171.7 | 4(h) | 2,576.5 |
| | | | | | 14.6 | 4(i) | |
| Total current liabilities..... | 11,556.8 | 1,791.3 | 40.5 | | 6.1 | | 13,394.7 |
| Long-term debt, less current portion..... | 1,658.5 | 908.1 | — | | — | | 2,566.6 |
| Accrued pension and other post-retirement benefits, less current portion..... | 202.2 | 198.8 | — | | — | | 401.0 |
| Financial instruments..... | — | 14.2 | — | | — | | 14.2 |
| Deferred income taxes..... | 153.8 | 128.6 | 447.2 | 4(d) | 0.4 | 4(i) | 730.0 |
| Other liabilities..... | 117.2 | 81.1 | — | | — | | 198.3 |
| Commitments and contingent liabilities | | | | | | | — |
| Stockholders' equity: | | | | | | | |
| Share capital / common stock..... | 95.8 | 2.9 | (2.9) | 4(e) | (95.8) | 4(h) | 466.6 |
| | | | | | 466.6 | 4(h) | |
| Common stock held in employee benefit trust.... | — | (6.5) | 6.5 | 4(e) | — | | — |
| Treasury stock..... | (23.3) | (1,636.6) | 1,636.6 | 4(e) | 23.3 | 4(h) | — |
| Capital in excess of par value of common stock..... | 2,252.2 | 773.0 | (773.0) | 4(e) | 95.8 | 4(h) | 10,029.2 |
| | | | 8,171.1 | 4(f) | (466.6) | 4(h) | |
| | | | | | (23.3) | 4(h) | |
| Retained earnings..... | 2,705.7 | 4,288.8 | (4,288.8) | 4(e) | — | | 2,705.7 |
| Accumulated other comprehensive loss..... | 42.1 | (809.7) | 809.7 | 4(e) | — | | 42.1 |
| Total stockholders' equity..... | 5,072.5 | 2,611.9 | 5,559.2 | | — | | 13,243.6 |
| Noncontrolling interests..... | (11.7) | 14.6 | — | | — | | 2.9 |
| Total equity..... | 5,060.8 | 2,626.5 | 5,559.2 | | — | | 13,246.5 |
| Total liabilities and equity..... | \$ 18,749.3 | \$ 5,748.6 | \$ 6,046.9 | | \$ 6.5 | | \$ 30,551.3 |

See accompanying Notes to Unaudited Pro Forma Condensed Combined Financial Information.

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF INCOME

FOR THE YEAR ENDED DECEMBER 31, 2016

| | Historical Technip (Note 5a) | Historical FMCTI Note (5b) | Purchase Accounting and Other Adjustments | Notes | Pro Forma Condensed Combined | Notes |
|---|---|---|--|--------------|---|--------------|
| <i>(In millions of U.S. dollars, except per share data)</i> | | | | | | |
| Revenue | \$ 9,199.6 | \$ 4,542.3 | \$ 36.5 (22.4) | 5(f) 5(h) | \$ 13,756.0 | |
| Costs and expenses | | | | | | |
| Cost of revenue | 7,639.9 | 3,528.1 | 196.6 12.1 | 5(c) 5(h) | 11,376.7 | |
| Selling, general and administrative expense | 572.6 | 581.7 | (6.9) | 5(h) | 1,147.4 | |
| Research and development expense | 105.5 | 114.1 | 6.3 | 5(h) | 225.9 | |
| Restructuring and impairment expense | 410.7 | 92.9 | (157.5) | 5(d) | 346.1 | |
| Merger transaction and integration costs | — | 45.2 | (45.2) | 5(d) | — | |
| Total costs and expenses | 8,728.7 | 4,362.0 | 5.4 | | 13,096.1 | |
| Other income (expense), net | (16.9) | (23.7) | 25.7 | 5(f) | (14.9) | |
| Share of income/(loss) of equity affiliates | 108.8 | — | (36.5) 27.6 | 5(f) 5(h) | 99.9 | |
| Income before financial income/(expense), net and income taxes | 562.8 | 156.6 | 25.5 | | 744.9 | |
| Financial income/(expenses), net | (34.7) | (30.0) | (25.7) 2.5 | 5(f) 5(h) | (87.9) | |
| Income before income taxes | 528.1 | 126.6 | 2.3 | | 657.0 | |
| Provision for income taxes | 133.9 | 79.5 | (20.6) (3.8) | 5(e) 5(h) | 189.0 | |
| Income from continuing operations | 394.2 | 47.1 | 26.7 | | 468.0 | |
| Loss from discontinued operations, net of income tax | — | (10.1) | — | | (10.1) | |
| Net income | <u>\$ 394.2</u> | <u>\$ 37.0</u> | <u>\$ 26.7</u> | | <u>\$ 457.9</u> | |
| Net income/(loss) attributable to Technip / FMCTI, respectively | \$ 428.7 | \$ 38.4 | \$ 26.7 | | 493.8 | |
| Net income/(loss) attributable to noncontrolling interests | (34.5) | (1.4) | | | (35.9) | |
| Earnings per share attributable to Technip / FMCTI, respectively | | | | | | |
| Basic | \$ 3.59 | \$ 0.17 | | | \$ 1.06 | |
| Diluted | \$ 3.49 | \$ 0.17 | | | \$ 1.05 | |
| Weighted average shares outstanding to Technip / FMCTI, respectively | | | | | | |
| Basic | 119.4 | 227.2 | | | 466.6 | 5(g) |
| Diluted | 125.1 | 228.6 | | | 478.0 | 5(g) |

See accompanying Notes to Unaudited Pro Forma Condensed Combined Financial Information.

NOTES TO UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

1. Description of Mergers

On June 14, 2016, FMCTI and Technip entered into a definitive business combination agreement providing for the business combination among FMCTI, 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. On August 4, 2016, FMC Technologies SIS Limited changed its name to TechnipFMC Limited and was subsequently re-registered under the laws of England and Wales on January 11, 2017 as TechnipFMC plc (“TechnipFMC”). On December 5, 2016, the definitive business combination agreement was approved by the shareholders of both FMCTI and Technip.

On January 16, 2017, the business combination was completed. Pursuant to the terms of the definitive business combination agreement, Technip merged with and into TechnipFMC, with TechnipFMC continuing as the surviving company (the “Technip Merger”), and each ordinary share of Technip (the “Technip Shares”), other than Technip Shares owned by Technip or its wholly-owned subsidiaries, were exchanged for 2.0 ordinary shares of TechnipFMC, subject to the terms of the definitive business combination agreement. Immediately following the Technip Merger, a wholly-owned indirect subsidiary of TechnipFMC (“Merger Sub”) merged with and into FMCTI, with FMCTI continuing as the surviving company and as a wholly-owned indirect subsidiary of TechnipFMC (the “FMCTI Merger” and together with the Technip Merger, the “Mergers”), and each share of common stock of FMC Technologies (the “FMCTI Shares”), other than FMCTI Shares owned by FMCTI, TechnipFMC, Merger Sub or their respective wholly-owned subsidiaries, were exchanged for 1.0 ordinary share of TechnipFMC, subject to the terms of the definitive business combination agreement.

2. Basis of Presentation

The unaudited pro forma condensed combined financial information are based on Technip’s and FMCTI’s historical consolidated financial statements as adjusted to give pro forma effect to the acquisition of FMCTI by Technip. The pro forma effects relate to events that are (i) directly attributable to the Mergers, (ii) factually supportable, and (iii) with respect to the unaudited pro forma condensed combined statement of income, expected to have a continuing impact on the combined results. The pro forma adjustments are preliminary and based on estimates of the fair value and useful lives of the assets acquired and liabilities assumed and have been prepared by TechnipFMC management to illustrate the estimated effect of the Mergers and certain other adjustments. The final determination of the purchase accounting will be based on the fair values of the FMCTI assets acquired and liabilities assumed at the Merger Date. The unaudited pro forma combined financial statement of income for the year ended December 31, 2016 gives effect to the acquisition of FMCTI as if it had occurred on January 1, 2016. The unaudited pro forma combined balance sheet as of December 31, 2016 gives effect to the acquisition of FMCTI as if it has occurred on December 31, 2016.

Technip’s historical results are derived from Technip’s audited consolidated balance sheet as of December 31, 2016, and audited consolidated statement of income for the year ended December 31, 2016 prepared in accordance with IFRS as issued by the IASB. FMCTI’s historical results are derived from the audited consolidated balance sheet as of December 31, 2016 and audited consolidated statement of income for the year ended December 31, 2016 prepared in accordance with U.S. GAAP. The audited financial statements and accompanying notes, which are an integral part of the consolidated financial statements, are attached as Exhibit 99.1 and 99.3 for FMCTI and Technip, respectively, and should be carefully read in conjunction with the unaudited pro forma condensed combined financial information.

Subsequent to the Merger Date, the combined company owned 100% of Forsys Subsea, the 50/50 joint venture between FMCTI and Technip, which started its operations in June 2015. Pro forma adjustments have been reflected in the unaudited pro forma financial information to consolidate Forsys Subsea.

Subsequent to the Merger Date, any transactions occurring between Technip and FMCTI will be intercompany transactions and eliminated in the preparation of consolidated financial statements. Balances and transactions between Technip and FMCTI as of December 31, 2016 and for the year then ended are not significant; therefore, no eliminations were made in the pro forma financial statements.

On a preliminary basis, the intangible assets and goodwill recognized in the preliminary purchase price accounting have been considered as non-deductible for tax purposes. Accordingly, a deferred tax liability has been recognized at a rate of 35% on intangible assets acquired.

Significant Accounting Policies

As a domestic registrant under SEC rules, the pro forma financial information of TechnipFMC is prepared in accordance with U.S. GAAP. The accounting policies of TechnipFMC under U.S. GAAP used, on a preliminary basis, in the preparation of these unaudited pro forma condensed combined financial information are those set forth in FMCTI's audited financial statements included in Exhibit 99.1, with respect to FMCTI and those of Technip to the extent Technip accounting policies comply with U.S. GAAP.

The accounting policies of Technip under IFRS as described in Note 1 to the historical consolidated financial statements included in Exhibit 99.3 are similar in most material respects to U.S. GAAP, except for those discussed further in Note 6 below, which also discloses the translation from Euro amounts into U.S. dollars. Although TechnipFMC management believes the adjustments to Technip's financial statements represent the known material adjustments to conform to U.S. GAAP, the accompanying unaudited pro forma IFRS to U.S. GAAP adjustments are preliminary and are subject to further adjustments as additional information becomes available and as additional analyses are performed.

3. Calculation of Purchase Consideration

FMCTI stockholders received TechnipFMC shares as purchase consideration in connection with the Mergers as discussed above; however, because Technip is the accounting acquirer and FMCTI is the acquiree for accounting purposes, the pro forma financial statements reflect the estimated fair value of the equity issued, as represented by the market price of Technip shares, to FMCTI stockholders. The total purchase consideration received by FMCTI stockholders was based on the fair value of the equity issued at the effective time of the Mergers. The estimated purchase consideration below reflects the estimated fair value of equity issued, which is based on the January 16, 2017 closing price of Technip shares of \$71.40 per share.

The estimated purchase consideration and estimated fair value of FMCTI's net assets acquired on January 16, 2017 is calculated as follows:

(In millions, except value per share data and FMCTI exchange ratio)

| | |
|---|------------|
| Total FMCTI shares subject to exchange as of January 16, 2017 | 228.9 |
| FMCTI exchange ratio ⁽ⁱ⁾ | 0.5 |
| Shares of TechnipFMC issued..... | 114.4 |
| Value per share of Technip as of January 16, 2017 ⁽ⁱⁱ⁾ | \$71.4 |
| Estimated purchase consideration..... | \$ 8,171.1 |

(i) As the calculation is deemed to reflect a share capital increase of the accounting acquirer, the FMCTI exchange ratio (1 share of TechnipFMC for 1 share of FMCTI as provided in the business combination agreement) is adjusted by dividing the FMCTI exchange ratio by the Technip exchange ratio (2 shares of TechnipFMC for 1 share of Technip as provided in the business combination agreement) i.e. $1/2 = 0.5$ in order to reflect the number of shares of Technip that FMCTI stockholders would have received if Technip was to have issued its own shares.

(ii) Closing price of Technip's common stock on Euronext Paris on January 16, 2017 in Euro converted at the Euro to U.S. dollar exchange rate of \$1.0594 on January 16, 2017.

Preliminary Purchase Accounting

Under the acquisition method of accounting, the FMCTI assets and liabilities will be recorded at fair value as of the Merger Date and combined with the historical carrying amount of the assets and liabilities of Technip. The pro forma adjustments are preliminary and based on estimates of the fair value and useful lives of the assets as of December 31, 2016 and have been prepared by TechnipFMC management to illustrate the estimated effect of the Mergers. The unaudited pro forma condensed combined financial information does not include any fair value adjustments associated with tangible fixed assets and other current assets and liabilities of FMCTI as TechnipFMC management has preliminary concluded that these historical carrying values approximate their fair values as of

December 31, 2016. The purchase accounting is dependent upon certain valuation and other studies that have not yet been completed. Accordingly, the preliminary purchase accounting is subject to further adjustments as additional information becomes available and as additional analyses and final fair valuations are conducted at and following the completion of the Mergers. The final fair valuations could differ materially from the preliminary fair valuations presented below and, as such, no assurances can be provided regarding the preliminary purchase accounting.

The following table summarizes the preliminary purchase accounting consideration to the identifiable assets acquired and liabilities assumed of FMCTI, with the excess of the purchase consideration issued over the fair value of FMCTI's net assets recorded as goodwill:

(In millions)

Calculation of goodwill:

| | |
|--|-------------------|
| Fair value of common shares issued to FMCTI stockholders | \$ 8,171.1 |
| Recognized amounts of identifiable assets acquired and liabilities assumed: | |
| Total assets acquired | 5,748.6 |
| Less: Total liabilities assumed | (3,136.7) |
| Book value of net assets acquired as of December 31, 2016 | 2,611.9 |
| Less: transaction costs to be incurred after December 31, 2016 by FMCTI | (40.5) |
| Less: write-off of pre-existing FMCTI goodwill | (517.9) |
| Less: write-off of pre-existing FMCTI intangible assets | (218.2) |
| Less: write-off of deferred tax of pre-existing FMCTI goodwill and intangible assets | 53.3 |
| Adjusted net book value of assets acquired | 1,888.6 |
| Identifiable intangible assets at fair value | 1,430.0 |
| Deferred tax impact of fair value adjustments | (500.5) |
| Goodwill | 5,353.0 |
| Pre-existing FMCTI goodwill | (517.9) |
| Net adjustment to goodwill | <u>\$ 4,835.1</u> |

The unaudited pro forma condensed combined financial information does not include any fair value adjustments associated with the tangible fixed assets of FMCTI as TechnipFMC management have preliminarily concluded that the historical carrying value of the assets approximates the fair value as of December 31, 2016. TechnipFMC management will continue to assess the tangible fixed assets through the purchase accounting measurement period under U.S. GAAP. The actual purchase accounting may differ materially from these pro forma amounts as additional information becomes available and as additional analyses are performed.

4. Notes to Unaudited Pro Forma Condensed Combined Balance Sheet

(a) Represents the audited historical consolidated balance sheet of Technip as of December 31, 2016 as adjusted and reclassified to conform to U.S. GAAP (see Note 6).

(b) Represents the audited historical consolidated balance sheet of FMCTI as of December 31, 2016.

(c) Represents the net adjustment to FMCTI intangible assets based on the estimated fair value of the intangible assets as discussed in Note 3. The net adjustment to intangible assets is calculated as follows:

(In millions of dollars, except estimated useful lives)

| | <u>Estimated Useful Life</u> | <u>Amount</u> |
|--|----------------------------------|-------------------|
| Identifiable intangible assets | | |
| Customer relationships | 15 | \$ 630.0 |
| Backlog | 2 | 290.0 |
| Acquired technology | 10 | 180.0 |
| Tradenames | 20 | 330.0 |
| Estimated fair value of identified intangible assets | | 1,430.0 |
| Pre-existing FMCTI intangible assets | | (218.2) |
| Net adjustment to intangible assets | | <u>\$ 1,211.8</u> |

(d) Represents the \$500.5 million adjustment to deferred tax liabilities, on a preliminary basis, resulting from the pro forma fair value adjustments for intangible assets acquired utilizing the U.S. Federal statutory tax rate of 35% and the \$53.3 million adjustment to eliminate deferred tax liabilities included in FMCTI's historical balance sheet related to goodwill and intangible assets associated with FMCTI's pre-merger business combinations.

(e) Represents adjustments to eliminate FMCTI historical equity accounts as FMCTI is the acquiree for accounting purposes.

(f) Represents adjustments to record the fair value of equity consideration in TechnipFMC transferred to FMCTI stockholders to effectuate the Mergers.

(g) Represents an estimate of the future costs of \$40.5 million to be incurred by FMCTI directly attributable to the Mergers, including advisory and legal fees that are recorded as an adjustment to the unaudited pro forma condensed combined balance sheet only. These amounts were expensed as incurred during the period January 1, 2017 through January 16, 2017 and are not reflected in the unaudited pro forma condensed combined statements of income because they have not yet been incurred for the accompanying period presented and they will not have a continuing impact.

(h) Represents certain reclassifications of historical FMCTI and Technip financial statement line items to conform to the expected financial statement line items of the combined company following the Mergers, including:

- Prepaid expenses has been reclassified to Other current assets;
- Accrued payroll has been reclassified to Other current liabilities; and
- Technip historical Share Capital has been eliminated and TechnipFMC Share Capital of \$466.6 million as of December 31, 2016 has been recorded.
- Technip historical Treasury Stock has been eliminated based on the shares issued by TechnipFMC to all outstanding shareholders of Technip as a result of the Mergers.

(i) Represents adjustments to consolidate Forsys Subsea, the 50/50 joint venture between FMCTI and Technip.

5. Notes to Unaudited Pro Forma Condensed Combined Statements of Income

(a) Represents the historical consolidated statement of income for Technip for the year ended December 31, 2016 (see Note 6).

(b) Represents the historical consolidated statement of income for FMCTI for the year ended December 31, 2016.

(c) Represents the adjustments to record amortization expense related to the increased basis of intangible assets to \$1,430.0 million (see Note 4c), which have been recorded at estimated fair value on a pro forma basis and will be amortized over the estimated useful lives on a straight-line basis as provided for each class of intangible asset. The net adjustment to amortization expense is calculated as follows:

| <i>(In millions)</i> | Estimated Fair Value | Fiscal Year Ended December 31, 2016 |
|--|---------------------------------|--|
| Amortization of acquired finite-lived intangible assets | \$ 1,430.0 | \$ 221.5 |
| Less: FMCTI historical intangible asset amortization expense | | (24.9) |
| Net adjustment to amortization expense | | \$ 196.6 |

A 10% increase/decrease in the fair value attributable to identified intangible assets would result in an increase/decrease in annual amortization expense of approximately \$22.2 million. TechnipFMC's management believes that using a 10% threshold in the sensitivity analysis is the appropriate magnitude given the relative size of the respective adjustments compared to the pro forma total assets and would demonstrate a meaningful impact on the unaudited pro forma condensed combined statements of income.

(d) Represents the adjustment to eliminate merger-related transaction costs expensed in FMCTI's and Technip's historical consolidated statement of income. As merger-related transaction costs are non-recurring, direct, incremental costs of the specific acquisition, which are reflected in the historical financial information, they have not been reflected in the unaudited pro forma condensed combined statements of income. An adjustment totaling \$202.7 million has been reflected in the unaudited pro forma condensed combined statements of income that were expensed by FMCTI of \$45.2 million and Technip of \$157.5 million for the twelve months ended December 31, 2016.

(e) Represents the tax effect of purchase accounting adjustments utilizing the U.S. Federal statutory tax rate of 35% on a preliminary basis. Merger-related transaction costs in FMCTI's and Technip's historical consolidated statement of income eliminated as pro forma adjustments were tax affected in accordance with their respective jurisdictions, as applicable.

(f) Represents certain reclassifications of historical FMCTI financial statement line items to conform to the expected financial statement line items of the combined company following the Mergers, including:

- Foreign currency remeasurement gains and losses recorded in Other income / (expense), net has been reclassified to Financial income / (expense), net
- Equity method income (losses) recorded in Revenue has been reclassified to Share of income/(loss) of equity affiliates.

(g) Represents an adjustment to the weighted average shares outstanding for both Technip and FMCTI to illustrate the number of TechnipFMC shares exchanged to consummate the Mergers. The pro forma number of shares outstanding for the unaudited pro forma condensed combined statement of income represents the total number of TechnipFMC shares exchanged on the Merger Date to Technip and FMCTI stockholders and utilizing dilutive securities of Technip for the year ended December 31, 2016. The pro forma number of shares outstanding was calculated as follows:

(In millions, except per share data and Technip and FMCTI exchange ratio)

TechnipFMC Shares exchanged for Technip shares

| | |
|---|--------------|
| Technip Basic Shares Outstanding-Basic ⁽ⁱ⁾ | 118.9 |
| Technip Exchange Ratio ⁽ⁱⁱ⁾ | 2.0 |
| TechnipFMC shares exchanged for Technip shares-Basic..... | <u>237.7</u> |

| | |
|---|--------------|
| Technip Dilutive Shares Outstanding-Dilutive ⁽ⁱⁱⁱ⁾ | 5.7 |
| Technip Exchange Ratio ⁽ⁱⁱ⁾ | 2.0 |
| TechnipFMC shares exchanged for Technip shares-Dilutive | <u>11.4</u> |
| | <u>249.1</u> |

TechnipFMC shares exchanged for FMCTI shares

| | |
|--|--------------|
| FMCTI Shares outstanding ^(iv) | 228.9 |
| FMCTI Exchange Ratio ^(v) | 1.0 |
| TechnipFMC shares to be exchanged for FMCTI shares | <u>228.9</u> |

| | |
|---|--------------|
| TechnipFMC Shares exchanged for the year ended December 31, 2016-Basic..... | <u>466.6</u> |
| TechnipFMC Shares exchanged for the year ended December 31, 2016-Diluted..... | <u>478.0</u> |

(i) Number of shares of Technip common stock issued and outstanding, excluding treasury shares, as of January 16, 2017, which were exchanged for TechnipFMC shares.

- (ii) Per the business combination agreement, each option to purchase or subscribe for Technip shares granted under the employee and director stock plans of Technip, whether vested or unvested, that is outstanding immediately prior to the Technip Merger shall cease to represent a right to acquire Technip shares and shall be converted, at the time of the Technip Merger, into a TechnipFMC stock option on the same terms and conditions as were applicable to such Technip stock option immediately prior to the acquisition date.
- (iii) Number of dilutive Technip Shares based on the weighted average share calculation for the year ended December 31, 2016.
- (iv) Number of shares of FMCTI common stock issued and outstanding, excluding treasury shares, as of January 16, 2017, which were exchanged for TechnipFMC Shares.
- (v) Per the business combination agreement, each option to purchase or subscribe for FMCTI Shares granted under the Amended and Restated FMCTI Incentive Compensation and Stock Plan, whether vested or unvested, that was outstanding immediately prior to the FMCTI Merger ceased to represent a right to acquire FMCTI Shares and was converted, at the FMCTI Merger, into a TechnipFMC stock option on the same terms and conditions as were applicable to such FMCTI stock option immediately prior to the FMCTI Merger. Each Vesting FMCTI equity right immediately vested and was earned and payable pursuant to its terms immediately prior to the FMCTI Merger. Each unvested FMCTI equity right no longer relates to or represents a right to receive FMCTI Shares and was converted into a TechnipFMC equity right of the same type and on the same terms and conditions (including any minimum vesting and/or holding period with respect to the shares delivered upon the vesting of such awards) as were applicable to the corresponding unvested FMCTI equity right immediately prior to the FMCTI Merger.
- (h) Represents adjustments to consolidate Forsys Subsea, the 50/50 joint venture between FMCTI and Technip.

6. Adjustments to Technip Historical Financial Statements to Conform to U.S. GAAP

Technip's historical audited consolidated financial statements have been prepared in accordance with IFRS as issued by the IASB, which differs in certain material respects from U.S. GAAP. The unaudited pro forma condensed combined financial information includes a statement of income and a statement of financial position of Technip from the historical audited consolidated financial statements as of and for the year ended December 31, 2016, prepared in accordance with IFRS as issued by the IASB. The statement of income for the year ended December 31, 2016 and statement of financial position as of December 31, 2016 prepared under IFRS as issued by the IASB have been adjusted to reflect Technip's consolidated statement of income and statement of financial position on a U.S. GAAP basis and translated from Euros to U.S. dollars, the reporting currency of the combined company using the exchange rates derived from the European Central Bank of 1.0541 as of December 31, 2016, and the average exchange rate of 1.1066 during the twelve months ended December 31, 2016. The reconciliation is as follows:

TECHNIP PRO FORMA BALANCE SHEET AS OF DECEMBER 31, 2016

| <i>(In millions)</i> | Historical Technip | IFRS to U.S. GAAP and Reclassification Adjustments | Notes | Historical Adjusted Technip | Historical Adjusted Technip |
|--|-------------------------------|---|--------------|--|--|
| Assets | | | | | |
| Property, Plant and Equipment, net..... | € 2,485.6 | € — | | € 2,485.6 | \$ 2,620.1 |
| Goodwill..... | | 3,527.5 | 6(f) | 3,527.5 | 3,718.4 |
| Intangible Assets, net..... | 3,769.8 | (3,527.5) | 6(f) | 242.3 | 255.4 |
| Investments in Equity Affiliates..... | 168.7 | — | | 168.7 | 177.8 |
| Investments..... | | 13.4 | 6(f) | 13.4 | 14.1 |
| Other Financial Assets..... | 210.8 | (13.4) | 6(f) | 223.9 | 236.0 |
| | | 26.5 | 6(f) | | |
| Deferred Tax Assets..... | 560.7 | 0.1 | 6(d) | 568.7 | 599.5 |
| | | 7.9 | 6(e) | | |
| Available-For-Sale Financial Assets..... | 26.5 | (26.5) | 6(f) | — | — |
| Total Non-Current Assets..... | 7,222.1 | 8.0 | | 7,230.1 | 7,621.3 |
| Inventories..... | 317.5 | — | | 317.5 | 334.7 |
| Construction Contracts-Amounts in Assets..... | 460.8 | — | | 460.8 | 485.7 |
| Advances Paid to Suppliers..... | 675.0 | (675.0) | 6(f) | — | — |
| Financial Instruments..... | 225.8 | — | | 225.8 | 238.0 |
| Trade Receivables..... | 1,920.6 | — | | 1,920.6 | 2,024.5 |
| Current Income Tax Receivables..... | 251.4 | — | | 251.4 | 265.0 |
| Other Current Receivables..... | 756.1 | 2.1 | 6(f) | 1,433.2 | 1,510.7 |
| | | 675.0 | 6(f) | | |
| Cash and Cash Equivalents..... | 5,947.6 | — | | 5,947.6 | 6,269.4 |
| Total Current Assets..... | 10,554.8 | 2.1 | | 10,556.9 | 11,128.0 |
| Assets Classified as Held for Sale..... | 2.1 | (2.1) | 6(f) | — | — |
| Total Assets..... | € 17,779.0 | € 8.0 | | € 17,787.0 | \$ 18,749.3 |
| Equity and Liabilities | | | | | |
| Share Capital..... | € 90.9 | € — | | € 90.9 | \$ 95.8 |
| Share Premium..... | 2,136.6 | — | | 2,136.6 | 2,252.2 |
| Retained Earnings..... | 2,273.3 | (92.0) | 6(a) | 2,566.8 | 2,705.7 |
| | | (20.8) | 6(b) | | |
| | | (2.0) | 6(d) | | |
| | | 20.8 | 6(e) | | |
| | | 387.5 | 6(f) | | |
| Treasury Shares..... | (22.1) | — | | (22.1) | (23.3) |
| Foreign Currency Translation Reserves..... | 199.0 | (199.0) | 6(f) | — | — |
| Fair Value Reserves..... | (154.4) | 2.6 | 6(a) | — | — |
| | | (7.3) | 6(e) | | |
| | | 159.1 | 6(f) | | |
| Accumulated Other Comprehensive Income/(Loss)..... | | 199.0 | 6(f) | 39.9 | 42.1 |
| | | (159.1) | 6(f) | | |
| Net Income..... | 281.3 | (387.5) | 6(f) | — | — |
| | | 89.4 | 6(a) | | |
| | | 20.8 | 6(b) | | |
| | | 1.6 | 6(d) | | |
| | | (5.6) | 6(e) | | |
| Total Equity Attributable to Shareholders of the Parent Company..... | 4,804.6 | 7.5 | | 4,812.1 | 5,072.5 |
| Non-Controlling Interests..... | (11.1) | — | | (11.1) | (11.7) |
| Total Equity..... | 4,793.5 | 7.5 | | 4,801.0 | 5,060.8 |
| Non-Current Financial Debts..... | 1,573.4 | — | | 1,573.4 | 1,658.5 |
| Accrued Pensions and Other Post-Retirement Benefits, less Current Portion..... | | 191.8 | 6(f) | 191.8 | 202.2 |
| Non-Current Provisions..... | 276.2 | (191.8) | 6(f) | — | — |
| | | (84.4) | 6(f) | | |
| Deferred Tax Liabilities..... | 145.9 | — | | 145.9 | 153.8 |
| Other Non-Current Liabilities..... | 26.8 | 84.4 | 6(f) | 111.2 | 117.2 |
| Total Non-Current Liabilities..... | 2,022.3 | — | | 2,022.3 | 2,131.7 |
| Current Financial Debts..... | 848.5 | — | | 848.5 | 894.4 |
| Trade Payables..... | 3,684.0 | — | | 3,684.0 | 3,883.3 |
| Construction Contracts-Amounts in Liabilities..... | 3,191.3 | 0.5 | 6(d) | 3,191.8 | 3,364.5 |
| Financial Instruments..... | 556.6 | — | | 556.6 | 586.7 |
| Current Provisions..... | 658.9 | (658.9) | 6(f) | — | — |
| Current Income Tax Payables..... | 301.2 | — | | 301.2 | 317.5 |
| Advance Payments..... | | 390.0 | 6(f) | 390.0 | 411.1 |
| Other Current Liabilities..... | 1,722.7 | 658.9 | 6(f) | 1,991.6 | 2,099.3 |
| | | (390.0) | 6(f) | | |
| Total Current Liabilities..... | 10,963.2 | 0.5 | | 10,963.7 | 11,556.8 |
| Total Liabilities..... | 12,985.5 | 0.5 | | 12,986.0 | 13,688.5 |
| Total Equity and Liabilities..... | € 17,779.0 | € 8.0 | | \$ 17,787.0 | € 18,749.3 |

TECHNIP PRO FORMA STATEMENT OF INCOME
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2016

| <i>(In millions)</i> | Historical Technip | IFRS to U.S. GAAP and Reclassification Adjustments | Notes | Historical Adjusted Technip | Historical Adjusted Technip |
|---|-----------------------|---|-------|-----------------------------------|-----------------------------------|
| Revenues | € 8,313.4 | € — | | € 8,313.4 | \$ 9,199.6 |
| Cost of Sales..... | (6,895.2) | 3.1 | 6(d) | (6,903.9) | (7,639.9) |
| | | (11.8) | 6(e) | | |
| Gross Margin | 1,418.2 | (8.7) | | 1,409.5 | 1,559.7 |
| Research and Development Costs | (95.3) | — | | (95.3) | (105.5) |
| Selling Costs | (211.9) | 212.4 | 6(f) | — | — |
| | | (0.5) | 6(d) | | |
| Administrative Costs..... | (305.0) | 305.0 | 6(f) | — | — |
| Selling, General and Administrative Expenses..... | | (517.4) | 6(f) | (517.4) | (572.6) |
| Restructuring and Impairment Expense..... | | (371.1) | 6(f) | (371.1) | (410.7) |
| Other Operating Income..... | 18.3 | (18.3) | 6(f) | — | — |
| Other Operating Expenses..... | (33.6) | 33.6 | 6(f) | — | — |
| Other Income/(Expenses), net | | (15.3) | 6(f) | (15.3) | (16.9) |
| Operating Income/(Loss) from Recurring Activities | 790.7 | (380.3) | | 410.4 | 454.0 |
| Share of Income/(Loss) of Equity Affiliates..... | 102.1 | (3.8) | 6(a) | 98.3 | 108.8 |
| Operating Income/(Loss) from Recurring Activities after Income/(Loss) of Equity Affiliates | 892.8 | (384.1) | | 508.7 | 562.8 |
| Income/(Loss) from Disposals of Activities..... | — | — | | — | — |
| Charges from Non-Current Activities..... | (441.0) | 371.1 | 6(f) | — | — |
| | | 69.9 | 6(a) | | |
| Operating Income/(Loss) | 451.8 | 56.9 | | 508.7 | 562.8 |
| Financial Income..... | 660.2 | (1.6) | 6(e) | — | — |
| | | 20.1 | 6(a) | | |
| Financial Expenses..... | (731.2) | (678.7) | 6(f) | — | — |
| | | 15.7 | 6(b) | | |
| | | 5.4 | 6(e) | | |
| Financial Income/(Expenses), net..... | | 710.1 | 6(f) | (31.4) | (34.7) |
| | | 678.7 | 6(f) | | |
| | | (710.1) | 6(f) | | |
| Income/(Loss) before Tax | 380.8 | 96.5 | | 477.3 | 528.1 |
| Income Tax Expense | (130.7) | 3.2 | 6(a) | (121.0) | (133.9) |
| | | 5.1 | 6(b) | | |
| | | (1.0) | 6(d) | | |
| | | 2.4 | 6(e) | | |
| Income/(Loss) from Continuing Operations | 250.1 | 106.2 | | 356.3 | 394.2 |
| Net Income/(Loss) for the Period | € 250.1 | € 106.2 | | € 356.3 | \$ 394.2 |
| Net Income/(Loss) attributable to Technip | 281.3 | 106.2 | | 387.5 | 428.7 |
| Net Income/(Loss) attributable to minority interests | € (31.2) | | | € (31.2) | \$ (34.5) |

Adjustments included in the columns “IFRS to U.S. GAAP and Reclassification Adjustments” are as follows:

(a) Foreign Currency Translation / Derivative Instruments

Under IFRS, a non-derivative financial asset or non-derivative financial liability may be designated as a hedge of a foreign currency risk (IAS 39 §72). Technip’s foreign currency treasury accounts held to finance future expenditures in foreign currencies for a specific contract when conditions for qualifying as cash flow hedges are met. As required under IFRS, foreign exchange gains and losses corresponding to the effective portion of these hedges are recorded in other comprehensive income and are reclassified from equity to profit or loss in the same period during which the hedged transaction affects the income statement

Under U.S. GAAP, only derivative instruments can be used for cash flow hedges. As such, the IFRS to U.S. GAAP adjustment represents the reclassification to income statement of foreign exchange gains and losses on treasury accounts recorded as other comprehensive income in equity under IFRS.

(b) OCEANE Convertible Bonds

Technip’s OCEANE convertible bonds are qualified as compound financial instrument under IFRS and therefore, the convertible bonds were split into a liability and an equity component since they give the holder the option to convert the bonds into a fixed number of ordinary shares. Moreover, the value of the liability component at inception was recognized at the fair value of a similar debt instrument that does not have a conversion feature. The liability component was then accounted for at amortized cost. The value assigned to the equity component determined at the date of issuance of the bonds, was a residual amount after deducting from the fair value of the instrument as a whole the amount separately determined for the liability component. The value assigned to the conversion feature (equity component) at the date of issuance has not been revised during subsequent periods.

Under U.S. GAAP, the difference between the present value of the bonds payable and the face amount is treated as a discount or premium and is amortized as interest expense using the effective interest method.

(c) Not used.

(d) Contract Bid Costs

Under IFRS, costs incurred before contract signing (“bid costs”) are capitalized in “Construction Contracts - Amounts in Assets/Liabilities” and then included in costs of ongoing contracts when the contract is obtained, when those costs can be separately identified and measured reliably and it is probable that the construction contract will be obtained. From a practical point of view, costs effectively capitalized correspond to the bid costs incurred during the quarter of the contract’s award. When the conditions described above are not met, bid costs are expensed as incurred and included within “Selling Costs” in the income statement.

Under U.S. GAAP, bid costs are expensed as incurred. As such, the IFRS to U.S. GAAP adjustment represents the derecognition of capitalized bid costs included within “Construction Contracts - Amounts in Assets/Liabilities” and the expense of those costs under “Selling Costs.”

(e) Pensions and other Long-Term Employee Benefits plans

1) *Expected Rate of return* - Under IFRS, companies calculate a net interest cost (income) by applying the discount rate to the defined benefit liability (asset). Additionally the discount rate should be determined by reference to market yields on high quality corporate bonds in the same currency as the benefits to be paid with durations that are similar to those of the benefit obligation.

U.S. GAAP uses an expected rate of return on plan assets and permits companies to use a calculated value of plan assets (reflecting changes in fair value over a period of up to five years) in determining the expected return on plan assets and in accounting for gains and losses. The discount rate is based on the rate at which the benefit obligation could be effectively settled.

- 2) *Timing of recognition of curtailments* - Under IFRS, curtailment gains and losses should be recorded when the curtailment occurs and the gain or loss related to plan amendments, curtailments, and termination benefits that occur in connection with a restructuring to be recognized when the related restructuring cost is recognized, if that is earlier than the normal IAS 19 recognition date.

Under U.S. GAAP curtailment gains are recognized when realized (i.e., once the terminations have occurred or the plan amendment is adopted). The guidance permits certain offsets of unamortized gains/losses in a curtailment but does not permit pro rata recognition of the remaining unamortized gains/losses.

- 3) *Recognition of prior service costs and credits* - Under IFRS, prior service costs and credits require immediate recognition in income for the effects of plan amendments that create an increase (or decrease) to the benefit obligation (i.e., prior service cost). Under U.S. GAAP, prior service costs and credits are required to be initially recognized in OCI and then amortized through net income over future periods.
- 4) *Classification of net benefit cost* - Under IFRS companies can present different components of net benefit cost within different line items on the income statement, such as operating expenses and finance expense. Under U.S. GAAP all components of net benefit cost must be aggregated and presented as a net amount in the income statement, presented in operating income.

(f) Reclassifications

Represents certain reclassifications of historical Technip financial statement line items to conform to the expected financial statement line items of the combined companies, including:

Balance sheet items:

- Goodwill historically presented in Intangible Assets, net has been reclassified to Goodwill;
- Investments historically included in Other Financial Assets has been reclassified to Investments;
- Available-For-Sale Financial Assets has been reclassified to Other Financial Assets;
- Advances Paid to Suppliers has been reclassified to Other Current Receivables;
- Assets classified as Held for Sale has been reclassified to Other Current Receivables;
- Foreign Currency Translation Reserves and Fair Value Reserves have been reclassified to Accumulated Other Comprehensive Income / (Loss);
- Net Income/(Loss) for the period has been reclassified to Retained Earnings;
- Accrued Pensions and Other Post-Retirement Benefits, less Current Portion historically included in Non-Current Provisions has been reclassified to Accrued Pensions and Other Post-Retirement Benefits, less Current Portions, and the remaining Non-Current Provisions has been reclassified to Other Non-Current Liabilities;
- Current Provisions has been reclassified to Other Current Liabilities; and

- Advance Payments historically included in Other Current Liabilities has been reclassified to Advance Payments.

Statement of income items:

- Selling Costs and Administrative Costs have been reclassified to Selling, General and Administrative Expenses;
- Other Operating Income and Other Operating Expense have been reclassified to Other Income/(Expenses), net;
- Charges from Non-Current Activities has been reclassified to Restructuring and Impairment Expenses; and
- Financial Income and Financial Expenses have been reclassified to Financial Income/(Expense), net.

DESCRIPTION OF OTHER INDEBTEDNESS

Revolving Credit Facility

On January 17, 2017, the Issuer acceded to a new \$2.5 billion senior unsecured revolving credit facility agreement between FMCTI and Technip Eurocash SNC (together with FMCTI, the “Borrowers”) and JPMorgan Chase Bank, N.A. (“JPMorgan”) as agent and an arranger; SG Americas Securities LLC as an arranger; and the lenders party thereto (the “Facility Agreement”) as an additional borrower and an additional guarantor.

The Facility Agreement provides for the establishment of a multicurrency, revolving credit facility with a total commitment of \$2.5 billion, which includes a \$1.5 billion letter of credit subfacility and a \$500.0 million swingline loan subfacility. Subject to certain conditions, the Borrowers may request the aggregate commitments under the Facility Agreement be increased to a maximum amount of \$3.0 billion. Unless otherwise extended pursuant to the terms of the Facility Agreement, the credit facility expires on January 17, 2022.

Borrowings under the Facility Agreement bear interest at the following rates, plus an applicable margin, depending on currency:

- U.S. dollar-denominated loans bear interest, at the Borrowers’ option, at a base rate or an adjusted rate linked to the London interbank offered rate (“Adjusted LIBOR”);
- sterling-denominated loans bear interest at Adjusted LIBOR; and
- euro-denominated loans bear interest at the Euro interbank offered rate (“EURIBOR”).

Depending on the credit rating of the Issuer, the applicable margin for revolving loans varies (i) in the case of Adjusted LIBOR and EURIBOR loans, from 0.820% to 1.300% and (ii) in the case of base rate loans, from 0.000% to 0.300%. The “base rate” is the highest of (a) the prime rate announced by JPMorgan, (b) the greater of the Federal Funds Rate and the Overnight Bank Funding Rate plus 0.5% or (c) one-month Adjusted LIBOR plus 1.0%.

The Facility Agreement contains usual and customary covenants, representations and warranties and events of default for credit facilities of this type, including financial covenants.

As of the date of these listing particulars, the revolving credit facility remained undrawn.

Indebtedness of the Technip Business

Upon consummation of the Merger, the Issuer assumed by operation of law all of the prior debts, liabilities, obligations and duties of Technip and such debts, liabilities, obligations and duties may be enforced against the Issuer to the same extent as if the Issuer had itself incurred or contracted all such debts, liabilities, obligations and duties.

As of December 31, 2016, Technip’s short-term debt of €848.5 million comprised the following:

- commercial paper: €200 million, with an average maturity of less than three months;
- bank borrowings: €131.6 million;
- accrued interests on notes: €19.3 million; and
- short-term portions of long-term debts: €497.6 million.

Technip Convertible Bonds

On January 20, 2016, Technip issued a €375 million convertible bond, followed by a tap issuance on March 3, 2016 of €75 million. These issues of non-dilutive cash-settled convertible bonds linked to Technip's ordinary shares were simultaneously hedged by the purchase of cash-settled equity call options to cover Technip's economic exposure to the potential exercise of the conversion right embedded in the bonds. These bonds mature in January 2021 and will bear an annual coupon rate of 0.875%.

Technip Private Placements

Technip has made the following private placements:

- In October 2013, Technip issued an aggregate amount of €355 million of long-term notes: €100 million of 20-year 3.75% fixed-rate notes, €130 million of 10-year 3.15% fixed rate notes and €125 million of 10-year 3.15% fixed-rate notes.
- In June 2012, Technip issued an aggregate amount of €325 million of long-term notes: €150 million of 10-year 3.4% fixed-rate notes, €75 million of 15-year 4.0% fixed-rate notes and €100 million of 20-year 4.0% fixed-rate notes; and
- In July 2010, Technip issued €200 million of ten-year 5% fixed-rate notes.

Technip Credit Facilities

In 2014, four separate credit facilities totaling €340 million replaced and cancelled existing facilities before their respective expiry dates. The four facility agreements each have two one-year extension options. Following the exercise of these options, two €80 million facilities mature on May 16, 2019, an €80 million facility matures on June 10, 2019 and a €100 million facility matures on May 16, 2021. As of the date of these listing particulars, all four facilities were unused.

As of December 31, 2016, Technip had unused credit lines for an aggregate amount of €1,345.5 million, including €5.5 million of credit facilities granted to various Technip subsidiaries. As of December 31, 2016, Technip's bank borrowing amounted to €428.9 million. This amount mainly consisted of amounts drawn from loans granted to one of the Brazilian subsidiaries for the purpose of pre-financing export and refinancing investments.

Technip Commercial Paper

As of December 31, 2016, the outstanding amount of commercial paper amounted to €200 million, out of a maximum authorized amount of €1 billion.

Açuflex Plant Financing

In December 2012, Flexibras Tubos Flexiveis, one of the Technip's Brazilian subsidiaries, entered into a loan agreement with Banco Nacional de Desenvolvimento Econômico e Social ("BNDES") for a total amount of BRL 485 million, for the financing of the construction of the new Açuflex flexible pipes plant located in the Açu harbor (Brazil). A portion of the loan carries a floating interest rate, while 22% of the total amount is granted at a fixed rate of 2.5%. The loan is to be reimbursed over 96 monthly installments from January 15, 2015 until December 15, 2022.

The loan agreement contains covenants and default provisions that are standard for such facilities with BNDES excluding any financial covenants. The loan is secured by a guarantee from Technip and not secured by any assets.

As of December 31, 2016, the loan was drawn for a total amount of BRL 480.2 million.

Deep Explorer Financing

On December 20, 2016, Technip UK Limited, a wholly owned subsidiary of Technip entered into a GBP 160.0 million loan facility for the purpose of financing the *Deep Explorer*, a diving support vessel (DSV). The loan facility consists of a 12-year fixed rate term loan, redeemable in 24 semi-annual equal-principal installments. The term loan was fully drawn on December 23, 2016 and bears an annual fixed interest rate of 2.813%.

The facility agreement contains customary representations and warranties, undertakings and default provisions. The facility agreement does not contain any financial covenants. The facility agreement was arranged in a club-deal with two commercial banks (as lenders) with one of them acting as facility agent and security agent.

The security granted to the security agent for the benefit of the lenders consists of a first priority mortgage on the *Deep Explorer* and the dive-system equipment, a parent company guarantee from Technip Offshore International and an assignment of insurance policies related to the ship.

Deep Arctic Financing

In March 2009, Doftech DA, a joint venture between DOF Subsea AS and a Norwegian subsidiary of Technip, entered into a NOK1 billion facility agreement for the financing of a marine vessel, the *Skandi Arctic*. In July 2015, a Norwegian subsidiary of Technip bought out the interest of DOF Subsea AS in the joint venture and became the sole owner of the *Skandi Arctic* vessel. In connection with the transaction, the facility agreement was transferred to such subsidiary. In 2016, the *Skandi Arctic* was renamed the *Deep Arctic*. As of December 31, 2016, the outstanding amount of debt under the facility was NOK375.0 million.

One tranche of the facility, corresponding to 70% of the total amount of the facility, carries interest at a fixed rate of 5.05%. The credit for such facility is provided by Eksportfinans, a Norwegian financing institution, and is guaranteed by the Norwegian Guarantee Institute for Export Credits. Credit for the other tranche of the facility carries a floating rate of interest and is provided by a commercial bank.

As of the date of these listing particulars, the credit facility is fully guaranteed by Technip Offshore International and benefits from a mortgage over the *Deep Arctic* vessel. The facility agreement contains standard covenants and default provisions for this type of credit agreement and does not contain any financial covenants.

Flexibras Tubos Flexiveis Operations Financing

In June and October 2014, Technip's Brazilian subsidiary, Flexibras Tubos Flexiveis ("Flexibras"), entered into two separate fixed rate loan facilities with BNDES for a total amount of BRL 100 million to support pre-financing of its export operations. The two loan agreements mature respectively in July and October 2017. They contain standard default provisions and do not include any financial covenants. As of December 31, 2016, these facilities were fully drawn.

In March 2013, Flexibras entered into two export credit notes facilities for a total amount of BRL200 with two different commercial banks to support pre-financing of its export operations. These facilities mature in December 2017. They contain standard default provisions and do not include any financial covenants. As of December 31, 2016, these facilities were fully drawn.

In 2014 Flexibras entered into two unsecured credit facilities relating to a program to enhance innovation. The lenders under the facilities are *Financiadora de Estudos e Projetos*, the Brazilian innovation agency, and BNDES. As of December 31, 2016, a total of BRL 17.4 was drawn under these facilities.

Indebtedness of the FMC Technologies, Inc. Business

In addition to the \$300 million aggregate principal amount of Existing FMCTI 2017 Notes outstanding and \$500 million aggregate principal amount of Existing FMCTI 2022 Notes outstanding, FMCTI had the following Debt as of December 31, 2016:

Credit facility—On September 24, 2015, FMCTI entered into a \$2.0 billion revolving credit agreement (“credit agreement”) with Wells Fargo Bank, National Association, as Administrative Agent. The credit agreement is a five-year, revolving credit facility expiring in September 2020. Subject to certain conditions, at FMCTI’s request the aggregate commitments under the credit agreement may be increased by an additional \$500.0 million.

Borrowings under the credit agreement bear interest at the highest of three base rates or the London interbank offered rate (“LIBOR”), at FMCTI’s option, plus an applicable margin. Depending on FMCTI’s senior unsecured credit rating, the applicable margin for revolving loans varies (i) in the case of LIBOR loans, from 1.00% to 1.75% and (ii) in the case of base rate loans, from 0.00% to 0.75%.

This credit agreement was terminated on January 16, 2017 upon availability of the \$2.5 billion Facility Agreement.

Commercial paper—Under FMCTI’s commercial paper program, FMCTI has the ability to access \$1.5 billion of short-term financing through its commercial paper dealers subject to the limit of unused capacity of its revolving credit agreement. Commercial paper borrowings are issued at market interest rates. Commercial paper borrowings of \$410 million existed as of December 31, 2016 and had a weighted average interest rate of 1.20%.

Foreign uncommitted credit—FMCTI has uncommitted credit lines at many of its international subsidiaries for immaterial amounts. FMCTI utilizes these facilities to provide a more efficient daily source of liquidity. The effective interest rates depend upon the local national market.

DESCRIPTION OF THE NEW TECHNIPFMC NOTES

The New TechnipFMC Notes will be issued pursuant to an indenture dated March 29, 2017 (the “New TechnipFMC Base Indenture”) between TechnipFMC, as Issuer, and U.S. Bank National Association, as Trustee. The terms of the New TechnipFMC 2017 Notes will include those stated in the New TechnipFMC Base Indenture, as supplemented by a supplemental indenture dated March 29, 2017 (as supplemented, the “New TechnipFMC 2017 Notes Indenture”), as well as those made part of the New TechnipFMC Base Indenture by reference to the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”). The terms of the New TechnipFMC 2022 Notes will include those stated in the New TechnipFMC Base Indenture, as supplemented by a supplemental indenture dated March 29, 2017 (as supplemented, the “New TechnipFMC 2022 Notes Indenture”), as well as those made part of the New TechnipFMC Base Indenture by reference to the Trust Indenture Act. The New TechnipFMC 2017 Notes Indenture and the New TechnipFMC 2022 Notes Indenture are referred to herein collectively as the “New TechnipFMC Indentures.”

Because this section is a summary, it does not describe every aspect of the New TechnipFMC Indentures or the New TechnipFMC Notes. This summary is subject to and qualified in its entirety by reference to all of the provisions of the New TechnipFMC Indentures, including definitions of certain terms used in the New TechnipFMC Indentures, and the New TechnipFMC Notes. You should read the New TechnipFMC Indentures and the New TechnipFMC Notes because they contain additional information and they, and not this description, define your rights as a holder of the New TechnipFMC Notes. Additionally, copies of the New TechnipFMC Indentures and forms of the New TechnipFMC Notes are available without charge upon request to us at the address provided under “Where You Can Find More Information.” For purposes of this section, references to “TechnipFMC,” “we,” “us” or “our” include only TechnipFMC and not any of its subsidiaries.

General

We will initially issue U.S.\$215,398,000 million aggregate principal amount of the New TechnipFMC 2017 Notes and U.S.\$459,764,000 million aggregate principal amount of the New TechnipFMC 2022 Notes.

The New TechnipFMC 2017 Notes will mature on October 1, 2017. The New TechnipFMC 2022 Notes will mature on October 1, 2022. The New TechnipFMC 2017 Notes will be redeemed at a redemption price equal to 100% of the principal amount of New TechnipFMC 2017 Notes being redeemed, plus accrued and unpaid interest, if any, to the date of redemption. The New TechnipFMC 2022 Notes will be redeemed at a redemption price equal to 100% of the principal amount of New TechnipFMC 2022 Notes being redeemed, plus accrued and unpaid interest, if any, to the date of redemption. The New TechnipFMC 2017 Notes will accrue interest at a rate per annum equal to 2.00% payable semi-annually in arrears on October 1, 2017 to the persons in whose names the notes are registered at the close of business on September 15, 2017. Interest on the New TechnipFMC 2017 Notes will be paid on the basis of a 360-day year consisting of twelve 30-day months.

The New TechnipFMC 2022 Notes will accrue interest at a rate per annum equal to 3.45% payable semi-annual in arrears on April 1 and October 1 of each year commencing on October 1, 2017, to the persons in whose names the notes are registered at the close of business on March 15 and September 15, respectively, preceding the interest payment date. Interest on the New TechnipFMC 2022 Notes will be paid on the basis of a 360-day year consisting of twelve 30-day months.

Interest on each series of New TechnipFMC Notes will accrue from March 29, 2017 and thereafter will accrue from the last interest payment date on which interest was paid or duly provided for with respect to the applicable series of New FMCTI Notes.

The interest rate on each series of the New TechnipFMC Notes is subject to increase in certain circumstances described under “Registration Rights,” and all references to interest in this description include any additional interest that may be payable on any New TechnipFMC Notes pursuant to the registration rights agreement.

If any interest payment date, stated maturity date or redemption date falls on a day that is not a business day, the payment will be made on the next business day and no interest will accrue for the period from and after such interest payment date, stated maturity date or redemption date.

The New TechnipFMC Notes will be issued in fully registered form only in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

We may, without the consent of the holders of the New TechnipFMC Notes, increase the principal amount of any series of New TechnipFMC Notes in the future, on the same terms and conditions, other than the public offering price, original interest accrual date and initial interest payment date, and with the same CUSIP number as such series of New TechnipFMC Notes being offered by these listing particulars. We will not issue any such additional New TechnipFMC Notes of any series unless the additional New TechnipFMC Notes are fungible with the series of New TechnipFMC Notes being offered hereby for U.S. federal income tax purposes. The New TechnipFMC Notes and any additional New TechnipFMC Notes of any series subsequently issued under a New TechnipFMC Indenture will be treated as a single series or class for all purposes under such New TechnipFMC Indenture, including, without limitation, waivers, amendments and redemptions.

The New TechnipFMC Indentures do not limit the amount of debt that we may issue, nor the amount of other unsecured debt or securities that we or any of our subsidiaries may issue. We may issue additional debt securities under the New TechnipFMC Base Indenture from time to time in one or more series, each in an amount authorized prior to issuance. Other than the restrictions contained in the New TechnipFMC Indentures on liens and sale/leaseback transactions described below under “—Certain Covenants,” the New TechnipFMC Indentures do not contain any covenants or other provisions designed to protect holders of the debt securities in the event we participate in a highly leveraged transaction. In addition, the New TechnipFMC Indentures do not limit our ability to guarantee any indebtedness of our subsidiaries or any other person.

TechnipFMC will apply to list the New TechnipFMC Notes on the Official List of the Luxembourg Stock Exchange and to trade on the Euro MTF of the Luxembourg Stock Exchange.

Optional Redemption

At any time prior to their maturity, in the case of the New TechnipFMC 2017 Notes, and at any time prior to July 1, 2022 (the date that is three months prior to the maturity date of the New TechnipFMC 2022 Notes), in the case of the New TechnipFMC 2022 Notes, we may redeem some or all of such New TechnipFMC Notes at a redemption price equal to the greater of:

- 100% of the principal amount of the notes being redeemed; and
- the sum of the present values of the remaining scheduled payments of principal and interest in respect of the notes being redeemed (exclusive of interest accrued to the date of redemption) discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 20 basis points in the case of the New TechnipFMC 2017 Notes and 25 basis points in the case of the New TechnipFMC 2022 Notes

plus, in either case, accrued and unpaid interest to, but not including, the redemption date.

We may redeem the New TechnipFMC 2022 Notes on or after July 1, 2022 (the date that is three months prior to the maturity date of the New TechnipFMC 2022 Notes), at a redemption price equal to 100% of the principal amount of the New TechnipFMC 2022 Notes redeemed, plus accrued and unpaid interest to, but not including, the redemption date.

“Treasury Rate” means, with respect to any redemption date applicable to the notes, the rate per annum equal to the semiannual equivalent yield to maturity (computed by us as of the second business day immediately preceding such redemption date) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

“Comparable Treasury Issue” means the United States Treasury security or securities selected by the Independent Investment Banker as having an actual or interpolated maturity comparable to the

remaining term of the notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of such notes to be redeemed.

“Comparable Treasury Price” means, with respect to any redemption date, the average of the Reference Treasury Dealer Quotations for such redemption date.

“Independent Investment Banker” means one of the Reference Treasury Dealers appointed by the Trustee after consultation with us.

“Reference Treasury Dealer” means each of J.P. Morgan Securities LLC and Wells Fargo Securities, LLC or their respective affiliates which are primary U.S. government securities dealers in the United States (a “Primary Treasury Dealer”), and their respective successors; *provided, however*, that if either of the foregoing and its affiliates and subsidiaries shall not be a Primary Treasury Dealer at the appropriate time, the Company shall substitute therefor another Primary Treasury Dealer.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by such Reference Treasury Dealer at 3:30 p.m. New York time on the third business day preceding such redemption date.

Unless we default in payment of the redemption price, on and after any redemption date, interest will cease to accrue on the notes called for redemption. We are required to deposit with a paying agent, no later than any redemption date, money sufficient to pay the redemption price of the notes to be redeemed on such date, plus accrued and unpaid interest to, but not including, the redemption date. If we are redeeming less than all the notes of either series, the trustee must select the notes to be redeemed by such method as the trustee deems fair and appropriate. The trustee may select for partial redemption notes and portions of notes in amounts equal to \$2,000 or any integral multiple of \$1,000 in excess thereof.

We will mail a notice of redemption at least 30 days but not more than 60 days before the redemption date to each holder of notes to be redeemed.

Open Market Purchases

TechnipFMC or any of its affiliates may at any time and from time to time purchase New TechnipFMC Notes in the open market or otherwise.

Sinking Fund

We are not required to make mandatory redemption or sinking fund payments with respect to the New TechnipFMC Notes nor are we required to repurchase the notes at the option of the holders.

Ranking

The New TechnipFMC Notes:

- will be our unsecured senior obligations;
- will rank equally in right of payment with all of our other existing and future unsubordinated debt, including the notes of the other series and any other series of debt securities issued under the New TechnipFMC Base Indenture;
- will effectively rank junior to any of our secured debt, to the extent of the collateral securing that debt, and will be structurally subordinated to all existing and future indebtedness and other liabilities of our subsidiaries; and

- rank senior in right of payment to all of our future subordinated debt.

Subject to the exceptions, and subject to compliance with the applicable requirements, set forth therein, we may discharge our obligations under the New TechnipFMC Indentures.

TechnipFMC is a holding company and derives substantially all of its operating income from, and holds substantially all of its assets through, its subsidiaries. As a result, it depends on distributions of cash flow and earnings from its subsidiaries in order to meet its payment obligations under the New TechnipFMC Notes and its other debt obligations. These subsidiaries are separate and distinct legal entities and will have no obligation to pay any amounts due on such debt securities, including the New TechnipFMC Notes, or to provide TechnipFMC with funds for its payment obligations, whether by dividends, distributions, loans or otherwise. As a result, the New TechnipFMC Notes will effectively rank junior to the liabilities of the issuer's subsidiaries, including trade payables. In addition, provisions of applicable law, such as those limiting the legal sources of dividends, could limit the ability of such subsidiaries to make payments or other distributions to TechnipFMC and such subsidiaries could agree to contractual restrictions on their ability to make distributions.

As of December 31, 2016, TechnipFMC's consolidated subsidiaries had, on a pro forma basis, approximately \$1,887.8 million of indebtedness. Assuming all of the Existing FMCTI Notes are exchanged for the New TechnipFMC Notes, giving effect the Exchange Offers would, on an 'as adjusted' basis, decrease the indebtedness of TechnipFMC's consolidated subsidiaries by \$800 million to \$1,087.8 million. The issuance of the New TechnipFMC Notes and the Exchange Offers will not impact TechnipFMC's consolidated indebtedness, which was approximately \$3,778.3 million as of December 31, 2016 on a pro forma basis.

Payment of Additional Amounts

Payments made by TechnipFMC or a paying agent, as applicable, on the New TechnipFMC Notes will be made free and clear of and without withholding or deduction for or on account of any present or future income, stamp or other tax, duty, levy, impost, assessment or other similar charge imposed or levied by or on behalf of the government of the United Kingdom (the "Home Country Jurisdiction"), of any territory of the Home Country Jurisdiction or by any authority or agency therein or thereof having the power to tax, which we refer to collectively as "Taxes," unless TechnipFMC or a paying agent is required to withhold or deduct Taxes by law.

If TechnipFMC or a withholding agent is required to withhold or deduct any amount for or on account of Taxes from any payment made with respect to the New TechnipFMC Notes, TechnipFMC will pay such additional amounts ("Additional Amounts") as may be necessary so that the net amount received by each holder (including Additional Amounts) after such withholding or deduction will not be less than the amount the holder would have received if the Taxes had not been withheld or deducted; provided that no additional amounts will be payable with respect to Taxes:

- that would not have been imposed but for the existence of any present or former connection between such holder or beneficial owner of the New TechnipFMC Notes and such Home Country Jurisdiction or any political subdivision or territory or possession thereof or therein or area subject to its jurisdiction, including, without limitation, such holder or beneficial owner being or having been a citizen or resident thereof or treated as a resident thereof or domiciled thereof or a national thereof or being or having been present or engaged in trade or business therein or having or having had a permanent establishment therein;
- that are estate, inheritance, gift, sales, transfer, personal property, wealth or similar taxes, duties, levies, imposts, assessments or other similar governmental charges;
- payable other than by withholding from payments of principal and premium, if any, or interest on the New TechnipFMC Notes;

- that would not have been imposed but for the failure of the applicable recipient of such payment to comply with any certification, identification, information, documentation or other reporting requirement to the extent:
 - such compliance is required by applicable law or official administrative practice or an applicable treaty as a precondition to exemption from, or reduction in, the rate of deduction or withholding of such Taxes (including, without limitation, a certification that the holder or beneficial owner is not resident in the Home Country Jurisdiction); and
 - at least 30 days before the first payment date with respect to which such additional amounts shall be payable, TechnipFMC has notified such recipient in writing that such recipient is required to comply with such requirement;
- that would not have been imposed but for the presentation of a New TechnipFMC Note (where presentation is required) for payment on a date more than 30 days after the date on which such payment became due and payable or the date on which payment thereof was duly provided for, whichever occurred later;
- that are imposed with respect to any payment on a New TechnipFMC Note to any holder who is a fiduciary, partnership, limited liability company or other fiscally transparent entity or person other than the sole beneficial owner of such payment and to the extent that no Additional Amounts would have been payable had the beneficial owner of the applicable New TechnipFMC Note been the holder of such note;
- that are imposed or withheld pursuant to Sections 1471 through 1474 of the Code, as of the issue date (or any amended or successor version of such sections), any regulations promulgated thereunder, any official interpretations thereof, any similar law, or regulation, rule or practice adopted pursuant to or implementing an intergovernmental agreement between a non-U.S. jurisdiction and the United States with respect to the foregoing or any agreements entered into pursuant to Section 1471(b)(1) of the Code;
- that would not have been imposed if presentation for payment of a New TechnipFMC Note had been made to a paying agent other than the paying agent to which the presentation was made;
- any Taxes imposed by the United States or any political subdivision thereof; or
- any combination of the foregoing items.

All references in these listing particulars to the payment of the principal or premium, if any, or interest, if any, on or the net proceeds received on the sale or exchange of, any New TechnipFMC Notes shall be deemed to include additional amounts to the extent that, in that context, Additional Amounts are, were or would be payable. TechnipFMC's obligations to pay Additional Amounts if and when due will survive the termination of the New TechnipFMC Indentures and the payment of all other amounts in respect of the New TechnipFMC Notes.

If, as a result of TechnipFMC's consolidation, merger with or conversion into a successor person organized under the laws of a jurisdiction other than the United Kingdom (or, in each case, any political subdivision or taxing authority thereof) as described in "— Merger, Consolidation and Sale of Assets" or the conveyance, transfer or lease by TechnipFMC of its assets substantially as an entirety to such successor person, and such an entity expressly assumes the obligations of TechnipFMC under the New TechnipFMC Indentures and the New TechnipFMC Notes, such successor person will pay additional amounts on the same basis as described above, except that references to a

“Home Country Jurisdiction” will be treated as references to the United Kingdom and the country in which such successor person is organized or resident (or deemed resident for tax purposes).

Optional Tax Redemption

TechnipFMC may redeem the New TechnipFMC Notes in whole, but not in part, at its option at any time prior to maturity, upon the giving of not less than 30 nor more than 90 days’ notice of tax redemption to the holders, at a redemption price equal to the principal amount of the New TechnipFMC Notes plus accrued and unpaid interest, if any, to the redemption date, if:

- it determines that, as a result of any change in, amendment to or announced proposed change in the laws or any regulations or rulings promulgated thereunder of the Home Country Jurisdiction (or of any political subdivision or taxing authority thereof) or, in the event of the assumption of its obligations under the New TechnipFMC Notes by a successor person not organized under the laws of the Home Country Jurisdiction (or, in each case, any political subdivision or taxing authority thereof as described under “— Merger, Consolidation and Sale of Assets”), the jurisdiction in which such successor person is organized (or deemed resident for tax purposes), or any change in the application or official interpretation of such laws, regulations or rulings, or (in either case) any change in the application or official interpretation of, or any execution of or amendment to, any treaty or treaties (including protocols) affecting taxation to which any such jurisdiction is a party, which change, execution or amendment becomes effective on or after (i) the issue date of the New TechnipFMC Notes or (ii) in the event of the assumption by a successor person of TechnipFMC’s obligations under the New TechnipFMC Indentures and the New TechnipFMC Notes as described under “— Merger, Consolidation and Sale of Assets” under the laws of a jurisdiction other than the Home Country Jurisdiction (or, in each case, any political subdivision or taxing authority thereof), with respect to taxes imposed by such other jurisdiction, the date of the transaction resulting in such assumption and, in the case of either of (i) or (ii), TechnipFMC or such successor person, as applicable, would be required to pay additional amounts (as described under “—Payment of Additional Amounts”) with respect to the New TechnipFMC Notes on the next succeeding interest payment date and the payment of such additional amounts cannot be avoided by the use of reasonable measures available to TechnipFMC or such successor person, as applicable; or
- it determines, based upon an opinion of independent counsel of recognized standing that, as a result of any action taken by any legislative body of, taxing authority of, or any action brought in a court of competent jurisdiction in, the Home Country Jurisdiction (or any political subdivision or taxing authority thereof) or, in the event of the assumption of its obligations under the New TechnipFMC Notes by a successor person not organized under the laws of the Home Country Jurisdiction (or, in each case, any political subdivision thereof as described under “— Merger, Consolidation and Sale of Assets”), the jurisdiction in which such successor person is organized (or deemed resident for tax purposes), which action is taken or brought on or after (i) the issue date of the New TechnipFMC Notes or (ii) in the event of the assumption by a successor person of TechnipFMC’s obligations under the New TechnipFMC Indentures and the New TechnipFMC Notes as described under “— Merger, Consolidation and Sale of Assets” under the laws of a jurisdiction other than the Home Country Jurisdiction (or, in each case, any political subdivision or taxing authority thereof), with respect to taxes imposed by such other jurisdiction, the date of the transaction resulting in such assumption and, in the case of either of (i) and (ii),

there is a substantial probability that the circumstances described above would exist.

No notice of any such redemption may be given earlier than 90 days prior to the earliest date on which TechnipFMC or such successor person, as applicable, would be obligated to pay any additional amounts.

TechnipFMC or such successor person will also pay to each holder, or make available for payment to each such holder, on the redemption date, any additional amounts (as described under “—Payment of Additional Amounts”) resulting from the payment of such redemption price by it. Prior to the delivery of any notice of redemption, TechnipFMC or such successor person will deliver to the Trustee an officer’s certificate stating that it is entitled to effect or cause a redemption and setting forth a statement of facts showing that the conditions precedent of the right so to redeem or cause such redemption have occurred, and in the case of a redemption based on an opinion of independent counsel referred to in the second bullet above, such independent counsel’s opinion. Delivery of any notice of redemption will be conclusive and binding on the holders of the Securities being redeemed.

Any notice of redemption will be irrevocable once an officer’s certificate has been delivered to the Trustee.

Guarantees

None of our subsidiaries will guarantee our obligations under the New TechnipFMC Notes.

Certain Covenants

Limitation on Liens.

We will not, and will not permit any of our Restricted Subsidiaries to, incur, create, assume or permit to exist any Lien to secure Indebtedness (other than Permitted Liens):

- on any Principal Property or
- on any Capital Stock or Indebtedness issued by any Restricted Subsidiary that owns or leases any Principal Property

(in each case, whether such Principal Property, Capital Stock or Indebtedness are now existing or owned or subsequently created or acquired), without effectively providing that all of the outstanding debt securities under the New TechnipFMC Base Indenture will be secured equally and ratably with or prior to such Indebtedness, for so long as such Indebtedness shall be so secured.

“Permitted Liens” are defined in the New TechnipFMC Base Indenture to include:

- Liens existing on, or provided for under the terms of agreements existing on, the date that any debt securities are issued under the New TechnipFMC Base Indenture;
- Liens in favor of us or a Restricted Subsidiary;
- Liens on any property or asset existing at the time of the acquisition thereof;
- Liens on any property or asset of a Person or its subsidiaries existing at the time such Person is consolidated with or merged into us or a Restricted Subsidiary, or Liens on any property or asset of a Person existing at the time such Person becomes a Restricted Subsidiary;
- Liens created within one year after the acquisition, completion, development and/or commencement of commercial operation on or of any property or asset acquired, constructed, developed, altered or improved;

- Liens securing industrial revenue, pollution control or similar bonds;
- Liens on any current assets that secure current liabilities;
- Liens to secure Indebtedness issued or guaranteed by, or in favor of, the United States or any state, territory or possession thereof (or the District of Columbia), any foreign country or any department, agency, instrumentality or political subdivision of any such jurisdiction; and
- Liens to secure any refinancing, refunding, extension, renewal or replacement (or successive refinancings, refundings, extensions, renewals or replacements), in whole or in part, of any Lien referred to in the bullet points above that would not otherwise be permitted thereby; *provided, however*, that:

the principal amount of Indebtedness secured thereby shall not exceed the principal amount of Indebtedness so secured at the time of such refinancing, refunding, extension, renewal or replacement (plus the aggregate amount of premiums, other payments, fees, costs and expenses related to such refinancing, refunding, extension, renewal or replacement), except that where (1) the Indebtedness so secured at the time of any such refinancing, refunding, extension, renewal or replacement was incurred for the sole purpose of financing a specific project and (2) additional Indebtedness is to be incurred in connection with such refinancing, refunding, extension, renewal or replacement solely to finance the completion of the same project, the additional Indebtedness may also be secured by such Lien; and

the property or asset that is subject to the Lien serving as a refinancing, refunding, extension, renewal or replacement is limited to some or all of the property or asset that was subject to the Lien so refinanced, refunded, extended, renewed or replaced (plus improvements on such property or asset).

Notwithstanding the foregoing, we and our Restricted Subsidiaries may create, assume or permit to exist any Lien that would otherwise be subject to the restrictions set forth in the first paragraph above without effectively providing that the debt securities shall be equally and ratably secured, if, at the time of such creation, assumption or permission, after giving effect thereto and to the retirement of any Indebtedness which is concurrently being retired, the aggregate principal amount of outstanding Indebtedness secured by Liens which would otherwise be subject to such restrictions (not including Permitted Liens) plus all Attributable Indebtedness of us and our Restricted Subsidiaries in respect of Sale-Leaseback Transactions with respect to any Principal Property (not including such transactions described under any of the five bullet points as set forth below under “—Sale-Leaseback Transactions”), does not exceed 20% of Consolidated Net Tangible Assets.

Limitation on Sale-Leaseback Transactions.

We will not, and will not permit any Restricted Subsidiary to, enter into any Sale-Leaseback Transaction with respect to any Principal Property unless either:

- the Sale-Leaseback Transaction is solely with us or a Restricted Subsidiary;
- the lease in such Sale-Leaseback Transaction is for a period not in excess of three years, including renewal rights;
- the lease in such Sale-Leaseback Transaction secures or relates to industrial revenue, pollution control or similar bonds;

- the Sale-Leaseback Transaction is entered into prior to or within 18 months after the purchase or acquisition of the Principal Property that is the subject of such Sale-Leaseback Transaction; or
- within 12 months after the effective date of such transaction, we or our Restricted Subsidiary, as the case may be, applies an amount equal to the greater of (A) the net proceeds of such sale and (B) the Attributable Indebtedness of us and our Restricted Subsidiaries with respect to such Sale-Leaseback Transaction to:
 - (1) the voluntary defeasance or the prepayment, repayment, redemption or retirement of our Indebtedness that ranks *pari passu* with the debt securities in right of payment of principal, premium and interest;
 - (2) the acquisition, construction, development or improvement of any Principal Property used or useful in our businesses (including the businesses of our Restricted Subsidiaries); or
 - (3) any combination of applications referred to in clause (1) or (2) above.

Notwithstanding the foregoing, we and our Restricted Subsidiaries may enter into Sale-Leaseback Transactions with respect to Principal Property so long as the Attributable Indebtedness of us and our Restricted Subsidiaries in respect of all Sale-Leaseback Transactions with respect to Principal Property (not including any Sale-Leaseback Transactions described under any of the five bullet points set forth immediately above, plus the aggregate principal amount of outstanding Indebtedness secured by Liens upon Principal Property or Capital Stock or Indebtedness issued by any Restricted Subsidiary then outstanding (not including any such Indebtedness secured by Permitted Liens) which do not secure such debt securities equally and ratably with (or on a basis that is prior to) the other Indebtedness secured thereby, would not exceed 20% of Consolidated Net Tangible Assets.

Merger, Consolidation and Sale of Assets.

The New TechnipFMC Base Indenture provides that we may not convert, consolidate, amalgamate, merge or enter into a scheme of arrangement with or into any other Person or sell, convey, transfer or lease all or substantially all of our properties and assets to another Person, unless:

- either (a) TechnipFMC is the surviving corporation or (b) the Person formed by or surviving any such conversion, consolidation, amalgamation, merger or scheme of arrangement (if other than TechnipFMC) or the Person to which such sale, conveyance, transfer or lease is made (i) assumes all the obligations of TechnipFMC under the debt securities and the New TechnipFMC Base Indenture pursuant to a supplemental indenture reasonably satisfactory to the trustee and (ii) is organized under the laws of a country that is a member of the Organisation for Economic Co-operation and Development, including the United States or any state thereof or the District of Columbia;
- we or the successor will not immediately be in default under the New TechnipFMC Base Indenture; and
- we deliver an officers' certificate and opinion of counsel to the trustee stating that such conversion, consolidation, amalgamation, merger, scheme of arrangement or sale, conveyance, transfer or lease, and any related supplemental indenture, comply with the New TechnipFMC Base Indenture and that all conditions precedent set forth in therein have been complied with.

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

Reports.

The New TechnipFMC Base Indenture provides that so long as any debt securities are outstanding, if we are subject to the periodic reporting requirements of the Exchange Act, we will file with the SEC and furnish to the trustee (unless such reports are available on the SEC's Electronic Data Gathering, Analysis and Retrieval (EDGAR) system or any successor thereto), within the time periods specified in the SEC's rules and regulations:

- (1) all quarterly and annual reports on Forms 10-Q and 10-K required to be filed by companies that are subject to the periodic reporting requirements of the Exchange Act; and
- (2) all current reports on Form 8-K required to be filed by companies that are subject to the periodic reporting requirements of the Exchange Act.

Each annual report on Form 10-K will include a report on our consolidated financial statements by our certified independent accountants. In addition, we will post a copy of each of the reports referred to in clauses (1) and (2) above on our website for public availability as soon as reasonably practicable after such reports are filed with the SEC.

In the event that the rules and regulations of the SEC permit TechnipFMC and any direct or indirect parent of TechnipFMC to report at such parent entity's level on a consolidated basis, consolidating reporting at the parent entity's level in a manner consistent with that described in this covenant for TechnipFMC will satisfy this covenant, and each supplemental indenture will permit TechnipFMC to satisfy its obligations in this covenant with respect to financial information relating to TechnipFMC by furnishing financial information relating to such direct or indirect parent; *provided that* such financial information is accompanied by consolidating information that explains in reasonable detail the differences between the information relating to such direct or indirect parent and any of its subsidiaries other than TechnipFMC and its subsidiaries, on the one hand, and the information relating to TechnipFMC and its subsidiaries on a standalone basis, on the other hand.

If, at any time, neither we nor any direct or indirect parent are subject to the periodic reporting requirements of the Exchange Act for any reason, the New TechnipFMC Base Indenture requires that we (or our direct or indirect parent) will nevertheless continue to prepare the financial statements and a "Management's Discussion and Analysis of Financial Condition and Results of Operations" substantially similar to that which would have been required to be included in each of the reports specified in clause (1) of the preceding paragraph of this covenant had we been subject to such Exchange Act reporting requirements (with all such financial statements prepared in accordance with Regulation S-X promulgated by the SEC and all such annual financial statements including a report thereon from our certified independent accountants) and post copies thereof to our website for public availability within the time periods that would have been applicable to filing such reports with the SEC in the rules and regulations applicable to such reports if we had been required to file those reports with the SEC; *provided, however,* that if we (and any direct or indirect parent) are no longer subject to the periodic reporting requirements of the Exchange Act, we will not be required to comply with Section 302 or Section 404 of the Sarbanes-Oxley Act of 2002, or related Items 307 and 308 of Regulation S-K promulgated by the SEC, or Item 10(e) of Regulation S-K (with respect to any non-GAAP financial measures contained therein).

Additional Covenants.

Under the New TechnipFMC Base Indenture, we also agree to:

- pay the principal of, interest and any premium on, the debt securities when due;
- maintain a place of payment for each series of debt securities;
- deliver a certificate to the trustee after the end of each fiscal year reviewing our compliance with our obligations under the New TechnipFMC Base Indenture;
- except as provided in the covenant described above under "—Merger, Consolidation and Sale of Assets," preserve our corporate existence; and

- deposit sufficient funds with any paying agent on or before the due date for any principal, interest or premium.

Events of Default

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

- (1) failure to pay any interest 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;
- (3) failure to deposit any mandatory sinking fund payment on any debt security of that series when due, which failure continues for 30 days;
- (4) failure to perform, or a breach of, any other covenant of TechnipFMC in the New TechnipFMC Base Indenture (other than a covenant included in the indenture for the benefit of another series), which failure or breach continues for 90 days (or, in the case of the covenant described above under “—Certain Covenants—Reports,” 120 days) after written notice from the trustee or the holders of at least 25% in principal amount of debt securities of all series having the benefit of such covenant;
- (5) TechnipFMC, pursuant to or within the meaning of any bankruptcy, insolvency, reorganization or other similar law, (i) commences a voluntary 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 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 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);
- (6) a court of competent jurisdiction enters an order or decree under any bankruptcy, insolvency, reorganization or other similar law that (i) is for relief against TechnipFMC in an involuntary case, (ii) appoints a custodian or similar official of TechnipFMC or for any substantial part of its property or adjudges TechnipFMC insolvent, or (iii) orders the winding up or liquidation of TechnipFMC; and the order or decree remains unstayed and in effect for 60 consecutive days; or
- (7) any other event of default as may be specified in the supplemental indenture with respect to debt securities of that series.

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 issued under the New TechnipFMC Base Indenture. The trustee may withhold notice to the holders of debt securities of any default (except in the payment of principal, interest or any premium) if it considers the withholding of notice to be in the interests of the holders.

If an event of default for any series of debt securities issued under the New TechnipFMC Base Indenture occurs and continues, the trustee or the holders of not less than 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 (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, 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, 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 void the declaration.

Notwithstanding the foregoing, if an event of default specified in clause (5) or (6) above occurs and is continuing, then all unpaid principal of, together with any accrued but unpaid premium or interest on, all debt securities outstanding under the New TechnipFMC Base Indenture will automatically become and be immediately due and payable without any declaration or other act on the part of the trustee or any holder.

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

Subject to certain limitations, the holders of a majority in principal amount outstanding of any series of debt securities may direct the time, method 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 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 outstanding debt securities may do the same in relation to any other event of default.

Definitions

“Attributable Indebtedness” means with respect to a Sale-Leaseback Transaction, at the time of determination, the lesser of:

- the present value of the total net amount of rent required to be paid under the lease involved in such Sale-Leaseback Transaction during the remaining term thereof (including any renewal term exercisable at the lessee’s option or period for which such lease has been extended), discounted at the rate of interest set forth or implicit in the terms of such lease or, if not practicable to determine such rate, the weighted average interest rate per annum borne by the debt securities outstanding compounded semiannually; and
- if the obligation with respect to the Sale-Leaseback Transaction constitutes an obligation that is required to be accounted for as a capital lease obligation in accordance with GAAP, the amount equal to the capitalized amount of such obligation determined in accordance with generally accepted accounting principles and included in the financial statements of the lessee.

For purposes of the foregoing definition, rent will not include amounts required to be paid by the lessee, whether or not designated as rent or additional rent, on account of or contingent upon maintenance and repairs, insurance, taxes, assessments, utilities, water rates, operating charges, labor costs and similar charges. In the case of any lease that is terminable by the lessee upon the payment of a penalty, the total net amount of rent shall be the lesser of the net amount determined assuming termination upon the first date such lease may be terminated (in which case the net amount shall also include the amount of the penalty, but no rent shall be considered as required to be paid under such lease subsequent to the first date upon which it may be so terminated) or the total net amount of rent determined assuming no such termination.

“Consolidated Net Tangible Assets” means, at any date of determination, the aggregate amount of assets included in the most recent consolidated balance sheet of TechnipFMC and its Subsidiaries less (i) current liabilities of TechnipFMC and its Subsidiaries and (ii) the net book amount of all intangible assets of TechnipFMC and its Subsidiaries.

“GAAP” means generally accepted accounting principles in the United States of America as in effect from time to time.

“Indebtedness” means indebtedness of, or guaranteed or assumed by, us for borrowed money, if any such indebtedness would appear as a liability upon an consolidated balance sheet of TechnipFMC and its subsidiaries prepared in accordance with GAAP (not including contingent liabilities that appear only in a footnote to such balance sheet).

“Lien” means, with respect to any property or assets, any mortgage, pledge, security interest, encumbrance, lien, charge or adverse claim affecting title or resulting in an encumbrance against real or personal property or a security interest of any kind (including, without limitation, any conditional sale or other title retention agreement or lease in the nature thereof or any filing or agreement to file a financing statement as debtor under the Uniform Commercial Code or any similar statute other than to reflect

ownership by a third party of property leased to us or any of our Subsidiaries under a lease that is not in the nature of a conditional sale or title retention agreement).

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof, or any other entity of any kind.

“Principal Property” means any real property, manufacturing plant, warehouse, office building or other physical facility, or any other like depreciable asset owned or leased by us or any Subsidiary, having a fair value in excess of the greater of (i) 0.25% of the total assets included in the most recent consolidated balance sheet of us and our Subsidiaries prepared in accordance with GAAP and (ii) \$100,000,000.

“Restricted Subsidiary” means any Subsidiary of us which owns or leases Principal Property.

“Sale-Leaseback Transaction” means any arrangement with any Person providing for the leasing by us or any of our Subsidiaries of any Principal Property, which Principal Property has been or is to be sold or transferred by us or such Subsidiary to such Person.

“Subsidiary” of a Person means (i) a corporation, a majority of whose Voting Stock is at the time, directly or indirectly, owned by that Person, by one or more subsidiaries of that Person or by that Person and one or more subsidiaries of that Person, (ii) a partnership in which that Person or a subsidiary of that Person is, at the date of determination, a general or limited partner of that partnership, but only if that Person or its subsidiary is entitled to receive more than 50% of the assets of that partnership upon its dissolution or more than 50% of the net income of that partnership, or (iii) any other Person, other than a corporation or partnership, in which that Person, directly or indirectly, at the date of determination, has (a) at least a majority equity ownership interest or (b) the power to elect or direct the election of a majority of the directors (or persons performing similar functions) of such Person and control the policies of that Person.

“Voting Stock” means, with respect to any Person, capital stock of any class or kind the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such Person, even if the right so to vote has been suspended by the happening of such a contingency.

Modification and Waiver

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 New TechnipFMC Base Indenture or supplemental indenture relating to that series. However, no change may affect the payment terms or the percentage required to change other terms without the consent of all holders of debt securities of the affected series.

We may enter into supplemental indentures for other purposes specified in the New TechnipFMC Base Indenture, including to make changes that would not materially adversely affect your interests or to create a new series of debt securities, without the consent of any holder of debt securities.

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 series waive any past default under the New TechnipFMC Base Indenture with respect to such series and its consequences, and the holders of a majority in principal amount of all outstanding debt securities may on behalf of the holders of all debt securities waive any other past default under the New TechnipFMC Base Indenture and its consequences, except in each case a default:

- in the payment of the principal of, premium, if any, or interest on, any debt security; or
- in respect of a covenant which under the New TechnipFMC Base Indenture cannot be amended without the consent of the holder of each outstanding debt security affected.

Defeasance and Discharge

We at any time may terminate all our obligations under the New TechnipFMC Base Indenture as they relate to a series of debt securities (“legal defeasance”), except for certain obligations, including those respecting the defeasance trust and obligations to register the transfer of or exchange the debt securities of that 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 such debt securities.

We at any time may terminate our obligations under certain covenants, including those described above under “—Certain Covenants—Limitations on Liens” and “—Limitation on Sale-Leaseback Transactions,” with respect to a series of debt securities (“covenant defeasance”).

We may exercise our legal defeasance option notwithstanding our prior exercise of our covenant defeasance option. If we exercise our legal 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 exercise our covenant defeasance option, payment of the affected series of debt securities may not be accelerated because of an Event of Default specified in clause (4) or (7) under “—Events of Default” below.

In order to exercise either defeasance option, we must irrevocably deposit in trust (the “defeasance trust”) with the trustee money, U.S. Government Obligations (as defined in the New TechnipFMC Base Indenture) or a combination thereof for the payment of principal, premium, if any, and interest on the relevant 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 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 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 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 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.

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

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

In addition, we may satisfy and discharge all our obligations under the New TechnipFMC Base Indenture with respect to debt securities of any series, other than our obligation to register the transfer of and exchange debt securities of that series, provided that we either:

- deliver all outstanding debt securities of that series to the trustee for cancellation; or
- all such debt securities not so delivered for cancellation have either become due and payable or by their terms will become due and payable 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 an amount of cash sufficient to pay the entire indebtedness of such debt securities, including interest to their stated maturity or applicable redemption date.

Notices

For so long as notes in global form are outstanding, notices to be given to holders will be given to the depository, in accordance with its applicable policies as in effect from time to time. If notes are issued in individual definitive form, notices to be given to holders will be deemed to have been given upon the mailing by first class mail, postage prepaid, of such notices to holders of the notes at their registered addresses as they appear in the registrar's records.

So long as the New TechnipFMC Notes are listed on the Official List of the Luxembourg Stock Exchange and are admitted to trading on the Euro MTF Market and the rules and regulations of the Luxembourg Stock Exchange so require, we will publish notices (including financial notices) in a leading newspaper having a general circulation in Luxembourg (which is currently expected to be the *Luxemburger Wort*) or on the official website of the Luxembourg Stock Exchange (www.bourse.lu).

Neither the failure to give any notice to a particular holder, nor any defect in a notice given to a particular holder, will affect the sufficiency of any notice given to another holder.

Governing Law

New York law will govern the New TechnipFMC Indentures and the New TechnipFMC Notes.

The Trustee

U.S. Bank National Association will be the Trustee under the New TechnipFMC Indentures. The New TechnipFMC Base Indenture contains certain limitations on the right of the Trustee, should it become our creditor, to obtain payment of claims in certain cases, or to realize for its own account on certain property received in respect of any such claim as security or otherwise. The Trustee is permitted to engage in certain other transactions with us. However, if it acquires any conflicting interest within the meaning of the Trust Indenture Act after an event of default has occurred and is continuing, it must eliminate the conflict, apply to the SEC for permission to continue as Trustee or resign as Trustee.

If an event of default occurs and is continuing, the Trustee must exercise such of the rights and powers vested in it by the New TechnipFMC Base Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

Listing

Application is expected to be made to admit the New TechnipFMC Notes for listing on the Official List of the Luxembourg Stock Exchange and for admission to trading on the Euro MTF Market. In the event that the New TechnipFMC Notes are admitted to listing on the Official List of the Luxembourg Stock Exchange and to trading on the Euro MTF Market, we will use our reasonable efforts to maintain such listing, provided that if, as a result of the European Union regulated market amended Directive 2001/34/EC (the "Transparency Directive") or any legislation implementing the Transparency Directive we could be required to publish financial information either more regularly than we otherwise would be required to or according to accounting principles which are materially different from the accounting principles which we would otherwise use to prepare our published financial information, or we determine that it is unduly burdensome to maintain a listing on the Official List of the Luxembourg Stock Exchange, we may delist the New TechnipFMC Notes from the Euro MTF Market in accordance with the rules of the Luxembourg Stock Exchange and seek an alternative admission to listing, trading and/or quotation for the New TechnipFMC Notes on a different section of the Luxembourg Stock Exchange or by such other listing authority, stock exchange and/or quotation system inside or outside the European Union as we may decide. Although there is no assurance as to the liquidity that may result from a listing on the Official List of the Luxembourg Stock Exchange, delisting the New TechnipFMC Notes from the Official List of the Luxembourg Stock Exchange may have a material adverse effect on the ability of holders to resell the New TechnipFMC Notes in the secondary market. The Euro MTF Market is not a regulated market for the purposes of Directive 2004/39/EC.

We shall maintain one or more paying agents for the notes in Luxembourg for so long as the New TechnipFMC Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF Market and the rules and regulations of the Luxembourg Stock Exchange so require.

BOOK-ENTRY; DELIVERY AND FORM

Except as set forth below, the New TechnipFMC Notes will be issued in registered global form in minimum denominations of \$2,000 and multiples of \$1,000 in excess of that amount. The New TechnipFMC Notes will initially be represented by one or more fully registered global notes, which we refer to collectively as the “global notes.” Each such global note will be deposited upon issuance with the Trustee as custodian for “DTC,” in New York, New York, and registered in the name of DTC or its nominee, in each case for credit to an account of a direct or indirect participant in DTC as described below. Transfers of beneficial interests in the global notes will be subject to the applicable rules and procedures of DTC and its direct or indirect participants (including, if applicable, those of Euroclear and Clearstream), which may change from time to time.

The following are summaries of certain rules and operating procedures of DTC that affect the payment of principal and interest and the transfers of interests in the global notes. The New TechnipFMC Notes will be issued only in the form of definitive global securities that will be deposited with, or on behalf of, DTC and registered in the name of Cede & Co., as nominee of DTC. Unless and until they are exchanged in whole or in part for notes in definitive form under the limited circumstances described below, a global note may not be transferred except as a whole (1) by DTC to a nominee, (2) by a nominee of DTC to DTC or another nominee of DTC or (3) by DTC or any such nominee to a successor of DTC or a nominee of such successor. Accountholders in the Euroclear or Clearstream clearance systems may hold beneficial interests in the notes through the accounts that each of these systems maintain as participants in DTC.

Ownership of beneficial interests in the global notes will be limited to persons that have accounts with DTC for such global notes, who we refer to as participants, or persons that may hold interests through participants. Upon the issuance of the global notes, DTC will credit, on its book-entry registration and transfer system, the participants’ accounts with the respective principal amounts of the New TechnipFMC Notes represented by such global notes beneficially owned by such participants.

Ownership of beneficial interests in the global notes will be shown on, and the transfer of such ownership interests will be effected only through, records maintained by DTC (with respect to interests of participants). Beneficial owners will not receive written confirmation from DTC of their purchase. Beneficial owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the participant through which the beneficial owner entered into the transaction. Transfers of ownership interests in the global notes are to be accomplished by entries made on the books of participants acting on behalf of beneficial owners. Beneficial owners will not receive certificates representing their ownership interest in the global notes, except in the event that use of the book-entry system for the global notes is discontinued. The laws of some states may require that certain purchasers of securities take physical delivery of such securities in definitive form. Such laws may limit or impair the ability to own, transfer or pledge beneficial interests in the global notes.

So long as DTC or its nominee is the registered owner of the global notes, DTC or its nominee, as the case may be, will be considered the sole owner or holder of the New TechnipFMC Notes represented by such global notes for all purposes under the New TechnipFMC Indenture. Except as set forth below, owners of beneficial interests in the global notes will not be entitled to have notes represented by such global notes registered in their names, will not receive or be entitled to receive physical delivery of such New TechnipFMC Notes in certificated form and will not be considered the registered owners or holders thereof under the New TechnipFMC Indenture. Accordingly, each person owning a beneficial interest in the global notes must rely on the procedures of DTC and, if such person is not a participant, on the procedures of the participant through which such person owns its interest, to exercise any rights of a holder under the New TechnipFMC Indenture.

We understand that under existing industry practices, if we request any action of holders or if an owner of a beneficial interest in any of the global notes desires to give or take any action that a holder is entitled to give or take under the New TechnipFMC Indenture, DTC would authorize the participants holding the relevant beneficial interests to give or take such action, and such participants would authorize beneficial owners owning through such participants to give or to take such action or would otherwise act upon the instructions of beneficial owners holding through them.

Conveyance of notices and other communications by DTC to direct participants, by direct participants to indirect participants, and by direct participants and indirect participants to beneficial owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial owners may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the global notes, such as redemptions, tenders, defaults, and proposed amendments to the note documents. Beneficial owners may ascertain that the nominee holding the global notes for their benefit has agreed to obtain and transmit notices to beneficial owners or beneficial owners may provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Principal and interest payments on interests represented by the global notes will be made to DTC or its nominee, as the case may be, as the registered owner of such global notes. None of the Issuer, the Trustee any other agent of the Issuer or agent of the Trustee will have any responsibility or liability for any facet of the records relating to or payments made on account of beneficial ownership of interests. We expect that DTC, upon receipt of any payment of principal or interest in respect of the global notes, will immediately credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in such global notes as shown on the records of DTC. We also expect that payments by participants to owners of beneficial interests in the global notes held through such participants will be governed by standing customer instructions and customary practice, as is now the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such participants.

Clearing Systems and The Depository Trust Company

If DTC is at any time unwilling or unable to continue as depository for the global notes of any series, and we fail to appoint a successor depository registered as a clearing agency under the Exchange Act within 90 days, we will issue New TechnipFMC Notes of that series in definitive form in exchange for the global notes. Any New TechnipFMC Notes issued in definitive form in exchange for such global notes will be registered in such name or names, and will be issued in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof as DTC shall instruct the Trustee. It is expected that such instructions will be based upon directions received by DTC from participants with respect to ownership of beneficial interests in the global notes.

DTC has advised us that DTC is a limited purpose trust company organized under the Banking Law of the State of New York, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold the securities of its participants and to facilitate the clearance and settlement of transactions among its participants in such securities through electronic book-entry changes in accounts of the participants, thereby eliminating the need for physical movement of securities certificates. DTC's participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations, some of which (and/or their representatives) directly or indirectly own DTC. Access to the DTC book-entry system is also available to others, such as banks, brokers and dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly.

Same-Day Settlement and Payment

All payments of principal and interest on the New TechnipFMC Notes will be made by TechnipFMC in immediately available funds. The New TechnipFMC Notes will trade in DTC's Same-Day Funds Settlement System until maturity, and secondary market trading activity in the notes will therefore be required by DTC to settle in immediately available funds.

Listing

Application is expected to be made to the Official List of the Luxembourg Stock Exchange for the New TechnipFMC Notes to be listed on the Euro MTF Market. For so long as the New TechnipFMC Notes are listed on the Official List of the Luxembourg Stock Exchange and are admitted to trading on the Euro MTF Market and the rules and regulations of the Luxembourg Stock Exchange so require, copies of the following documents may be inspected and obtained free of charge at the specified office of the listing agent during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted):

- the organizational documents of the Issuer;
- each New TechnipFMC Indenture, as may be amended or supplemented from time to time;
- the registration rights agreement; and
- the financial statements of the Issuer.

We will maintain a paying and transfer agent in Luxembourg for so long as any of the New TechnipFMC Notes are listed on the Official List of the Luxembourg Stock Exchange.

REGISTRATION RIGHTS

The following description of the registration rights agreement is a summary and does not describe every aspect of the registration rights agreement. This summary is subject to and is qualified in its entirety by reference to all the provisions of the registration rights agreement.

We will enter into a registration rights agreement with the Dealer Managers and the Trustee on the Settlement Date, pursuant to which we will agree, for the benefit of the holders of the New TechnipFMC Notes, at our cost to use our commercially reasonable efforts, to:

- file, no later than 180 days after the Settlement Date, a registration statement with the SEC, which we refer to as the “exchange offer registration statement,” with respect to a registered offer, which we refer to as the “registered exchange offer,” to exchange the New TechnipFMC Notes of each series for exchange notes of the same series, which will have terms identical in all material respects to such New TechnipFMC Notes, except that the exchange notes will not contain transfer restrictions;
- cause the exchange offer registration statement to be declared effective within 255 days after the Settlement Date; and
- complete the registered exchange offer within 365 days after the Settlement Date;

provided that, the obligation to register the New TechnipFMC 2017 Notes will expire upon their maturity on October 1, 2017.

The registration rights agreement will provide that, promptly after the exchange offer registration statement has been declared effective, we will commence the registered exchange offer. We will agree to keep the registered exchange offer open for not less than 20 business days after the date notice is mailed to the holders, or longer if required by applicable law. Interest on each exchange note will accrue from the last interest payment date on which interest was paid on the New TechnipFMC Notes surrendered in exchange therefor or, if no interest has been paid on the New TechnipFMC Notes, from the date of their original issuance. The exchange notes will vote and consent together with the New TechnipFMC Notes of the same series on all matters on which holders of such New TechnipFMC Notes or exchange notes are entitled to vote and consent.

Under existing interpretations of the staff of the SEC, the exchange notes would generally be freely tradable after the completion of the registered exchange offer without further compliance with the registration and prospectus delivery requirements of the Securities Act. However, any participant in the exchange offer who is an affiliate of ours or who intends to participate in the registered exchange offer for the purposes of distributing the exchange notes:

- will not be able to rely on the interpretations of the staff of the SEC;
- will not be entitled to participate in the registered exchange offer; and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any sale or transfer of the New TechnipFMC Notes, unless that sale or transfer is made pursuant to an exemption from those requirements.

Each holder of New TechnipFMC Notes who wishes to exchange New TechnipFMC Notes for exchange notes pursuant to the registered exchange offer will be required to represent to us at the time of the consummation of the registered exchange offer that:

- it is not an affiliate of ours;

- it is not a broker-dealer tendering old notes acquired directly from us for its own account;
- the exchange notes to be received by it will be acquired in the ordinary course of its business; and
- it is not engaged and does not intend to engage in and has no arrangement or understanding with any person to participate in the distribution, within the meaning of the Securities Act, of the exchange notes.

Our consummation of the registered exchange offer will be subject to certain conditions described in the registration rights agreement including, without limitation, our receipt of the representations from participating holders as described above and in the registration rights agreement.

In addition, in connection with any resales of the exchange notes, any broker-dealer that acquired exchange notes for its own account as a result of market-making or other trading activities, which we refer to as “exchanging broker-dealers,” must deliver a prospectus meeting the requirements of the Securities Act. The SEC has taken the position that exchanging broker-dealers may fulfill their prospectus delivery requirements with respect to the exchange notes with the prospectus contained in the exchange offer registration statement. Under the registration rights agreement, we will be required for a limited period to allow exchanging broker-dealers and other persons, if any, subject to similar prospectus delivery requirements, to use the prospectus contained in the exchange offer registration statement in connection with the resale of exchange notes.

If:

- due to a change in law or in applicable interpretations of the staff of the SEC, we determine upon the advice of our outside counsel that we are not permitted to effect the registered exchange offer;
- any holder of New TechnipFMC Notes notifies us prior to the 20th day following completion of the registered exchange offer that it is not eligible to participate in the registered exchange offer or does not receive fully tradeable exchange notes pursuant to the registered exchange offer; or
- for any other reason, the registered exchange offer is not completed within 365 days after the Settlement Date;

the registration rights agreement will provide that we will, at our reasonable cost:

- as promptly as practicable, but not more than 90 days after so required or requested pursuant to the registration rights agreement, file with the SEC a shelf registration statement, which we refer to as the “shelf registration statement,” covering resales of the New TechnipFMC Notes;
- use our commercially reasonable efforts to cause the shelf registration statement to become effective under the Securities Act within 270 days after the date, if any, on which we became obligated to file the shelf registration statement; and
- use our commercially reasonable efforts to keep the shelf registration statement effective until the earlier of the date that is one year after the Settlement Date or the time that all New TechnipFMC Notes eligible to be sold under the shelf registration statement have been sold pursuant to the shelf registration statement or are freely tradeable pursuant to Rule 144(k) of the Securities Act and the applicable interpretations of the SEC.

For each relevant holder, we will agree to:

- provide copies of the prospectus that is part of the shelf registration statement;
- notify each such holder when the shelf registration statement has been filed and when it has become effective; and
- take certain other actions as are required to permit unrestricted resales of the New TechnipFMC Notes.

A holder that sells New TechnipFMC Notes pursuant to the shelf registration statement generally will be required to be named as a selling security holder in the related prospectus and to deliver a prospectus to purchasers, will be subject to certain of the civil liability provisions under the Securities Act in connection with such sales and will be bound by the provisions of the registration rights agreement that are applicable to such holder, including certain indemnification obligations. No holder shall be entitled to be named as a selling security holder in the shelf registration statement or to use the prospectus forming a part thereof for resales of the New TechnipFMC Notes unless such holder has signed and returned to us a notice and questionnaire as distributed by us consenting to such holder's inclusion in the shelf registration statement and related prospectus as a selling security holder and providing further information to us. In addition, a holder of New TechnipFMC Notes will be required to deliver information to be used in connection with the shelf registration statement to benefit from the provisions set forth in the following paragraph.

If:

- neither the registered exchange offer is completed within 365 days after the Settlement Date nor the shelf registration has been declared effective within 270 days after the date, if any, on which we became obligated to file the shelf registration statement; or
- the shelf registration statement, if applicable, has been both filed and effective but ceases to be effective or usable for a period of time that exceeds 120 days in the aggregate in any 12-month period in which it is required to be effective under the registration rights agreement, each such event referred to in this bullet point and the previous bullet point we refer to as a "registration default";

then we will be required to pay additional interest as liquidated damages to the holders of the New TechnipFMC Notes affected thereby, and additional interest will accrue on the principal amount of the New TechnipFMC Notes affected thereby, in addition to the stated interest on the New TechnipFMC Notes, from and including the date on which any registration default shall occur to, but not including, the date on which all registration defaults have been cured. Additional interest will accrue at a rate of 0.25% per annum during the 90-day period immediately following the occurrence of any registration default and shall increase to a maximum of 0.50% per annum additional interest thereafter while any registration default is continuing, until all registration defaults have been cured.

Following the cure of all registration defaults, the accrual of additional interest on the affected New TechnipFMC Notes will cease and the interest rate will revert to the original rate on such New TechnipFMC Notes. Any additional interest will constitute liquidated damages and will be the exclusive remedy, monetary or otherwise, available to any holder of New TechnipFMC Notes with respect to any registration default.

The registration rights agreement will provide that a holder of New TechnipFMC Notes is deemed to have agreed to be bound by the provisions of the registration rights agreement whether or not the holder has signed the registration rights agreement.

TRANSFER RESTRICTIONS

The New TechnipFMC Notes have not been registered under the Securities Act or any state or foreign securities laws, and they may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and any applicable state and foreign securities laws. Accordingly, the New TechnipFMC Notes are being offered and issued only to (1) QIBs and (2) outside the United States, to persons other than “U.S. persons” as defined in Rule 902 under the Securities Act in compliance with Regulation S.

Each purchaser of New TechnipFMC Notes will be deemed to have represented and agreed as follows (terms used in this paragraph that are defined in Rule 144A or Regulation S under the Securities Act are used herein as defined therein):

(1) The purchaser (A) (i) is a qualified institutional buyer, (ii) is aware that the sale to it is being made in reliance on Rule 144A and (iii) is acquiring the New TechnipFMC Notes for its own account or for the account of one or more QIBs or (B) is outside the United States, is not a U.S. person and is purchasing the New TechnipFMC Notes in an offshore transaction pursuant to Regulation S.

(2) The purchaser understands that the New TechnipFMC Notes are being offered in a transaction not involving any public offering in the United States within the meaning of the Securities Act, that the New TechnipFMC Notes have not been and, except as described in these listing particulars, will not be registered under the Securities Act and that (A) if in the future it decides to offer, resell, pledge or otherwise transfer any of the New TechnipFMC Notes, such New TechnipFMC Notes may be offered, resold, pledged or otherwise transferred only (i) to the Issuer, (ii) pursuant to an effective registration statement under the Securities Act, (iii) to a QIB in compliance with Rule 144A, (iv) outside the U.S. in compliance with Rule 904 under the Securities Act or (v) pursuant to the exemption from registration provided by Rule 144 under the Securities Act (if available) or any other available exemption from registration under the Securities Act, and (B) the holder or purchaser will, and each subsequent holder is required to, notify any subsequent purchaser of the New TechnipFMC Notes from it of the resale restrictions referred to in (A) above.

(3) The purchaser understands that the New TechnipFMC Notes (other than those issued to foreign purchasers after expiration of the applicable period and presentation of appropriate certification) will, until the expiration of the applicable holding period with respect to the New TechnipFMC Notes set forth in Rule 144 of the Securities Act, unless otherwise agreed by the Issuer and the holder thereof, bear a legend substantially to the following effect:

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER

(1) REPRESENTS THAT

(A) IT AND ANY ACCOUNT FOR WHICH IT IS ACTING IS A “QUALIFIED INSTITUTIONAL BUYER” (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) AND THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT, OR

(B) IT IS NOT A “U.S. PERSON” (WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT) AND

(2) AGREES FOR THE BENEFIT OF THE ISSUER THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS NOTE OR ANY BENEFICIAL INTEREST HEREIN, EXCEPT IN ACCORDANCE WITH THE SECURITIES ACT AND ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ONLY

(A) TO THE ISSUER,

(B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT,

(C) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT,

(D) IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 904 OF REGULATIONS UNDER THE SECURITIES ACT, OR

(E) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT OR ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH (2)(C) ABOVE OR (2)(D) ABOVE, A DULY COMPLETED AND SIGNED CERTIFICATE (THE FORM OF WHICH MAY BE OBTAINED FROM THE TRUSTEE) MUST BE DELIVERED TO THE TRUSTEE. PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH (E) ABOVE, THE ISSUER RESERVES THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY RULE 144 EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

By acceptance of a New TechnipFMC Note, each purchaser and subsequent transferee will be deemed to have represented and warranted that either (i) no portion of the assets used by such purchaser or transferee to acquire or hold the New TechnipFMC Notes constitutes assets of any employee benefit plan that is subject to Title I of ERISA, plan, individual retirement account or other arrangement that is subject to Section 4975 of the Code or provisions under any other federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code (collectively, "Similar Laws"), or entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement or (ii) the purchase and holding of the New TechnipFMC Notes by such purchaser or transferee will not constitute a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a similar violation under any applicable Similar Laws.

(4) The purchaser acknowledges that (A) none of the Issuer, FMCTI, any Dealer Manager or any person acting on behalf of any of the foregoing has made any statement, representation, or warranty, express or implied, to it with respect to the Issuer, FMCTI or the offer or sale of any New TechnipFMC Notes, other than the information included in these listing particulars, and (B) any information it desires concerning the Issuer and the New TechnipFMC Notes or any other matter relevant to its decision to acquire the New TechnipFMC Notes (including a copy of these listing particulars) is or has been made available to it.

(5) The purchaser represents and warrants that it (A) is able to act on its own behalf in the transactions contemplated by these listing particulars, (B) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its prospective investment in the New TechnipFMC Notes, and (C) (or the account for which it is acting) has the ability to bear the economic risks of its prospective investment in the New TechnipFMC Notes and can afford the complete loss of such investment;

(6) the purchaser understands that TechnipFMC, the Dealer Managers, their respective counsel and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of the acknowledgements, representations, warranties and agreements deemed to have been made by the purchaser of the New TechnipFMC Notes are no longer accurate, it shall promptly notify the Issuer and the Dealer Managers. If it is acquiring the New TechnipFMC Notes as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such account and it has full power to make the foregoing acknowledgements, representations and agreements on behalf of such account; and

(7) the purchaser understands that no action has been or will be taken in any jurisdiction that would permit a public offering of the New TechnipFMC Notes, or the possession, circulation or distribution of these listing particulars or any material relating to the Issuer or the New TechnipFMC Notes in any jurisdiction where action for

that purpose is required. Accordingly, the New TechnipFMC Notes included in this offering may not be offered, sold or exchanged, directly or indirectly, and neither this offering or any other offering material or advertisements in connection with this offering may be distributed or published, in or from any such country or jurisdiction, except in compliance with any applicable rules or regulations of any such country or jurisdiction.

JURISDICTIONAL RESTRICTIONS

Notice to Holders in the European Economic Area

In relation to each Member State of the European Economic Area, the offer to sell the New TechnipFMC Notes contemplated by these listing particulars may not be made in that Member State, except under the following exemptions under the Prospectus Directive:

- to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- to fewer than 150 natural or legal persons in that Member State (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer Manager or Dealer Managers nominated by the New TechnipFMC Notes Issuer for any such offer; or
- in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of the New TechnipFMC Notes shall require the New TechnipFMC Notes Issuer or any Dealer Manager to publish a prospectus pursuant to Article 3 of the Prospectus Directive.

The expression “Prospectus Directive” means Directive 2003/71/EC, as amended, including by Directive 2010/73/EU, and includes any relevant implementing measure in the Member State.

This EEA restriction is in addition to any other jurisdictional restrictions set out in these listing particulars.

Notice to Holders in the United Kingdom

The communication of these listing particulars is not being made, and such document has not been approved, by an authorized person for the purposes of Section 21 of the Financial Services and Markets Act 2000 (the “FSMA”). Accordingly, these listing particulars are not being distributed to, and must not be passed onto, the general public in the United Kingdom. The communication of these listing particulars is exempt from the restriction on financial promotions under Section 21(1) of the FSMA.

On the basis that it is only directed at, and may be communicated to, (i) those persons who are existing members or creditors of the Existing FMCTI Notes issuer or other persons falling within Article 19(5) or Article 49 of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended or (ii) to any other persons to whom this document may be lawfully communicated.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following discussion is a summary of certain U.S. federal income tax consequences of the acquisition, ownership and disposition of the New TechnipFMC Notes, but does not purport to be a complete analysis of all potential tax effects and does not address the effects of any U.S. federal tax laws other than U.S. federal income tax laws (such as estate and gift tax laws) or any state, local or non-U.S. tax laws. This discussion is based upon the Code, Treasury regulations issued thereunder, and judicial and administrative interpretations thereof, each as in effect on the date hereof, and all of which are subject to change, possibly with retroactive effect. No rulings from the U.S. Internal Revenue Service (“IRS”) have been or are expected to be sought with respect to the matters discussed below. There can be no assurance that the IRS will not take a different position concerning the tax consequences of the acquisition, ownership or disposition of the New TechnipFMC Notes or that any such position would not be sustained.

This discussion does not address all of the U.S. federal income tax consequences that may be relevant to a holder in light of such holder’s particular circumstances, including the impact of the unearned income Medicare contribution tax, or to holders subject to special rules, such as financial institutions, U.S. expatriates, insurance companies, dealers in securities or currencies, traders in securities, U.S. holders whose functional currency is not the U.S. dollar, tax-exempt entities, regulated investment companies, real estate investment trusts, partnerships or other pass through entities (including S-corporations) and investors in such entities, persons liable for alternative minimum tax, and persons holding the New TechnipFMC Notes as part of a “straddle,” “hedge,” “conversion transaction” or other integrated transaction. In addition, this discussion is limited to persons who acquire the New TechnipFMC Notes pursuant to the offer to sell the New TechnipFMC Notes contemplated by these listing particulars.

For purposes of this discussion, a “U.S. holder” is a beneficial owner of an Existing FMCTI Note and a New TechnipFMC Note that is, for U.S. federal income tax purposes, (i) an individual who is a citizen or resident of the United States; (ii) a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) organized under the laws of the United States, any state thereof or the District of Columbia, or that is otherwise treated as a domestic corporation under the Code; (iii) any estate the income of which is subject to U.S. federal income taxation regardless of its source; or (iv) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust, or if a valid election is in place to treat the trust as a U.S. person. A “Non-U.S. holder” is a beneficial owner of Existing FMCTI Notes (other than an entity or arrangement treated as a partnership for U.S. federal income tax purposes) that is not a U.S. holder.

If any entity treated as a partnership for U.S. federal income tax purposes holds the New TechnipFMC Notes, the U.S. tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. A partnership considering an investment in the New TechnipFMC Notes, and partners in such a partnership, should consult their tax advisors regarding the U.S. federal income tax consequences of the acquisition, ownership and disposition of the New TechnipFMC Notes.

U.S. Holders

Ownership of the New TechnipFMC Notes

Payments of Stated Interest

Subject to the discussion below under “—Premium,” payments of stated interest on the New TechnipFMC Notes (including any Additional Amounts and without reduction for any amounts withheld) generally will be taxable to a U.S. holder as ordinary income at the time that such payments are received or accrued, in accordance with such U.S. holder’s method of accounting for U.S. federal income tax purposes.

Premium

If a U.S. holder has an initial tax basis in its New TechnipFMC Notes immediately after its acquisition of the New TechnipFMC Notes that is in excess of the stated principal amount of the New TechnipFMC Notes, such U.S. holder will be considered to have acquired the New TechnipFMC Note with “bond premium” in an amount

equal to the excess. With some exceptions and subject to the limitation discussed in the next paragraph, a U.S. holder may elect to amortize any bond premium as an offset to stated interest over the remaining term of the New TechnipFMC Note on a constant yield method. A U.S. holder making this election must generally use any amortizable bond premium allocable to an accrual period to offset stated interest required to be included in income with respect to the New TechnipFMC Note in such accrual period. U.S. holders are urged to consult their own tax advisors regarding the availability of the deduction for amortizable bond premium. A U.S. holder that elects to amortize bond premium with respect to a New TechnipFMC Note must reduce its adjusted tax basis in the New TechnipFMC Note by the amount of the premium amortized. An election to amortize bond premium applies to all taxable debt obligations then owned and thereafter acquired by such U.S. holder and such election may be revoked only with the consent of the IRS.

The New TechnipFMC Notes are subject to call provisions at our option at various times. A U.S. holder will calculate the amount of amortizable bond premium based on the amount payable on an applicable call date if the use of the call price and the call date results in a smaller amortizable bond premium for the period ending on the call date. In the event that we do not exercise our call rights on such call date, the New TechnipFMC Note generally should be treated as reissued on the call date for the call price, and the U.S. holder will recalculate the amount of any amortizable bond premium on such New TechnipFMC Note pursuant to the principles described above. The foregoing rules may eliminate, reduce or defer any amortization deductions.

Original Issue Discount – New TechnipFMC 2022 Notes

The New TechnipFMC 2022 Notes may be issued with OID for U.S. federal income tax purposes. In such event, U.S. holders will be subject to special rules relating to the accrual of income for tax purposes. U.S. holders of New TechnipFMC 2022 Notes issued with OID generally must include OID in gross income (as ordinary income) for U.S. federal income tax purposes on an annual basis under a constant yield method, regardless of their regular method of tax accounting. As a result, U.S. holders of New TechnipFMC 2022 Notes issued with OID will generally include OID in income in advance of the receipt of cash attributable to such income.

The New TechnipFMC 2022 Notes will be treated as issued with OID if the stated principal amount of the New TechnipFMC 2022 Notes exceeds their issue price (as described above) by an amount equal to or greater than a statutorily defined *de minimis* amount. Generally, *de minimis* OID is equal to 0.0025 of the stated principal amount multiplied by complete years to maturity.

In the event that the New TechnipFMC 2022 Notes are issued with OID, the amount of OID includible in income by an initial U.S. holder issued with OID is the sum of the “daily portions” of OID with respect to a New TechnipFMC 2022 Note for each day during the taxable year or portion thereof on which such U.S. holder holds such New TechnipFMC 2022 Note (“accrued OID”). A daily portion is determined by allocating to each day in any “accrual period” a pro rata portion of the OID that accrued in such period. The “accrual period” of a New TechnipFMC 2022 Note may be of any length up to one year and may vary in length over the term of the New TechnipFMC 2022 Notes, provided that each scheduled payment of principal or interest occurs either on the first or last day of an accrual period. The amount of OID that accrues with respect to any accrual period is the excess of (i) the product of the New TechnipFMC 2022 Note’s “adjusted issue price” at the beginning of such accrual period and its yield to maturity, determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of such period, over (ii) the amount of stated interest allocable to such accrual period. The adjusted issue price of a New TechnipFMC 2022 Note at the start of any accrual period is generally equal to its issue price, increased by the accrued OID for each prior accrual period.

Original Issue Discount – New TechnipFMC 2017 Notes

A note that matures (after taking into account the last possible date that the note could be outstanding under its terms) one year or less from its date of issuance will be treated as a “short-term obligation” for U.S. federal income tax purposes. We believe that the New TechnipFMC 2017 Notes will be treated as short-term obligations for U.S. federal income tax purposes. Under the applicable Treasury regulations, a short-term obligation will generally be treated as being issued with OID, the amount of which will be equal to the excess, if any, of the sum of all payments on the short-term obligation (including all stated interest) over its issue price. A U.S. holder of New TechnipFMC 2017 Notes who is a cash-method taxpayer will generally not be required to include the OID in income as it accrues for U.S. federal income tax purposes unless the holder elects to do so. As discussed above

under “Payments of Stated Interest”, a U.S. holder who is a cash-method taxpayer and does not make such election should include the stated interest payments on the short-term obligations, if any, as ordinary income upon receipt of such payments. Except in the case of stated interest payments, cash-method U.S. holders of New TechnipFMC 2017 Notes will not be required to recognize income with respect to the short-term obligations prior to maturity, other than pursuant to a sale or exchange, as described below. A U.S. holder who is an accrual-method taxpayer will generally be required to include the OID in income as it accrues on a straight-line basis, unless the holder makes an election to accrue the OID according to a constant yield method based on daily compounding. A cash-method U.S. holder of New TechnipFMC 2017 Notes who does not make the election to include the OID in income on an accrual basis will be required to defer deductions for certain interest paid on indebtedness incurred to purchase or carry the short-term obligations until the OID on the New TechnipFMC 2017 Notes is included in income. Such U.S. holders should consult their tax advisors regarding these rules.

Foreign Tax Credit

Stated interest income and OID, if any, on a New TechnipFMC Note generally will constitute foreign source income and generally will be considered “passive category income” or, in the case of certain U.S. holders, “general category income” in computing the foreign tax credit allowable to certain U.S. holders under U.S. federal income tax laws. There are significant complex limitations on a U.S. holder’s ability to claim foreign tax credits, including the general limitation that the credit cannot exceed the proportionate share of a U.S. holder’s U.S. federal income tax liability that such U.S. holder’s “foreign source” taxable income bears to such U.S. holder’s worldwide taxable income. For example, in the case of any U.S. holder owning 10% or more of our voting power (or any person “related” to such U.S. holder for these purposes as defined in the Code), foreign source interest income from a U.S.-owned foreign corporation may be re-characterized as U.S. source income under certain circumstances. U.S.-owned foreign corporations are generally foreign corporations in which U.S. persons own, directly or indirectly, 50% or more (by vote or by value) of the foreign corporation’s stock subject to certain exceptions. Because the foreign tax credit rules are complex, each U.S. holder should consult its own tax advisor regarding the foreign tax credit rules.

Sale, Exchange, Retirement, Redemption or Other Taxable Disposition of New TechnipFMC Notes

Upon the sale, exchange, retirement, redemption or other taxable disposition of a New TechnipFMC Note, a U.S. holder generally will recognize gain or loss equal to the difference, if any, between the amount realized upon such disposition (less any amount equal to any accrued but unpaid stated interest, which will be taxable as stated interest income as discussed above to the extent not previously included in income tax by the U.S. holder) and such U.S. holder’s adjusted tax basis in the New TechnipFMC Note.

A U.S. holder’s adjusted tax basis in a New TechnipFMC Note will, in general, be the initial basis of such New TechnipFMC Note, increased by any OID and reduced by any amortizable bond premium (as described above) previously amortized.

Except to the extent of any accrued OID on New TechnipFMC 2017 Notes not previously included in the U.S. holder’s taxable income (which will generally be treated as ordinary income), any gain or loss recognized upon the sale, exchange, retirement, redemption or other taxable disposition of a New TechnipFMC Note generally will be U.S. source capital gain or loss. Capital gains with respect to New TechnipFMC 2022 Notes of non-corporate U.S. holders (including individuals) derived in respect of capital assets held for more than one year are generally eligible for preferential rates of taxation. The deductibility of capital losses is subject to limitations.

Information Reporting and Backup Withholding

In general, information reporting requirements may apply to issuance of the New TechnipFMC Notes and payments of stated interest (including OID, if any) on the New TechnipFMC Notes and to the proceeds of the sale or other disposition (including a retirement or redemption) of a New TechnipFMC Note paid to a U.S. holder unless such U.S. holder is an exempt recipient, and, when required, provides evidence of such exemption. Backup withholding may apply to such payments if the U.S. holder fails to provide a taxpayer identification number and otherwise comply with the applicable requirements of the backup withholding rules, or to certify that it is exempt from backup withholding.

Backup withholding is not an additional tax and any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a U.S. holder's U.S. federal income tax liability provided the required information is timely furnished to the IRS.

Tax Return Disclosure Requirement

Under information reporting rules that apply to "specified foreign financial assets," certain U.S. holders may be required to report information relating to an interest in the New TechnipFMC Notes, subject to certain exceptions (including an exception for New TechnipFMC Notes held in accounts maintained by certain financial institutions). U.S. holders should consult their tax advisors regarding the reporting requirements, if any, that may be triggered by their ownership and disposition of the New TechnipFMC Notes.

Non-U.S. Holders

Ownership and Disposition of the New TechnipFMC Notes

Generally

A Non-U.S. holder generally will not be subject to U.S. federal income or withholding tax on:

- interest (including any Additional Amounts) received in respect of the New TechnipFMC Notes, unless the interest is effectively connected with the conduct by the Non-U.S. holder of a trade or business in the United States (and, if an applicable tax treaty so requires, is attributable to a U.S. permanent establishment or fixed base maintained by the Non-U.S. holder); or
- gain realized on the sale, exchange, retirement, redemption or other taxable disposition of the New TechnipFMC Notes, unless the gain is effectively connected with the conduct by the Non-U.S. holder of a trade or business in the United States (and, if an applicable treaty so requires, is attributable to a permanent establishment or fixed base in the United States) or, in the case of gain realized by an individual Non-U.S. holder, the Non-U.S. holder is present in the United States for 183 days or more in the taxable year of the disposition and certain other conditions are met.

Notwithstanding the foregoing, due to circumstances particular to the New TechnipFMC Notes described further below under "Possible Alternative Tax Treatment of Notes," all Non-U.S. holders should consult with their tax advisors regarding their ability to meet the certification and other requirements described under "Accrued and Unpaid Interest" with respect to the interest payments on the New TechnipFMC Notes, as well as with respect to the tax consequences to them of an investment in the New TechnipFMC Notes in light of their particular circumstances.

Possible Alternative Tax Treatment of Notes

Although not free from doubt, we intend to take the position that payments of interest (including, for this purpose, any OID) on the New TechnipFMC Notes should be treated as from sources outside the United States for U.S. federal income tax purposes. Accordingly, a Non-U.S. holder should not be subject to U.S. federal income or withholding tax with respect to the New TechnipFMC Notes (except for the limited circumstances described above under "Non-U.S. holders—Ownership and Disposition of the New TechnipFMC Notes—Generally"). However, the IRS may assert an alternative position on the basis that we should not be treated as a foreign corporation for U.S. federal income tax purposes under Section 7874 of the Code (see "Risks Relating to the New TechnipFMC Notes—The application of Section 7874 of the Code and/or changes in law could affect our status as a foreign corporation for U.S. federal income tax purposes.") or that the New TechnipFMC Notes are subject to the rules governing conduit arrangements under the applicable Treasury regulations. (see "Risks Relating to the New TechnipFMC Notes—Interest paid on the New TechnipFMC Notes may be treated as U.S. source interest, in which case, 30% U.S. withholding tax may apply unless an investor qualifies for an exemption from such withholding tax."). If the IRS were successful in asserting such an alternative treatment for the New TechnipFMC Notes, all or a portion of any payment of interest on the New TechnipFMC Notes could be treated as from sources within the United States

for U.S. federal income tax purposes. In that event, we or the applicable withholding agent may withhold on payments on the New TechnipFMC Notes (unless the certification and other requirements described under “Accrued and Unpaid Interest” are met with respect to the New TechnipFMC Notes) and we will not be required to pay any Additional Amounts with respect to amounts so withheld. For this reason, we are requiring each holder to represent, warrant and agree that it is exempt from U.S. tax withholding with respect to payments of interest on the New TechnipFMC Notes (because, among other reasons, it qualified for the “portfolio interest” exemption with respect to such payments as described under “Accrued and Unpaid Interest”), and that it will give any transferee notice of this requirement. As a result, all Non-U.S. holders should consult their tax advisors regarding their ability to meet the certification and other requirements described under “Accrued and Unpaid Interest” with respect to the New TechnipFMC Notes at all times. Non-U.S. holders should consult their tax advisors regarding the possible U.S. federal income tax consequences of an investment in the New TechnipFMC Notes.

Information Reporting and Backup Withholding

A Non-U.S. holder may, in certain circumstances, be required to comply with certain information and identification procedures establishing that it is not a United States person in order to avoid information reporting and backup withholding. Non-U.S. holders should consult their tax advisors as to their eligibility for an exemption from backup withholding and the procedure for obtaining such an exemption.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against a holder’s United States federal income tax liability, provided that the requisite procedures are followed and certain information is timely provided to the IRS.

Foreign Account Tax Compliance

Sections 1471 through 1474 of the Code and the Treasury regulations and administrative guidance issued thereunder (referred to as the Foreign Account Tax Compliance Act (“FATCA”)) generally imposes a 30% withholding tax on interest paid on certain debt instruments, and on the gross proceeds from a disposition of such debt instruments, in each case, if paid to a foreign financial institution or non-financial foreign entity (including, in some cases, when such foreign financial institution or non-financial foreign entity is acting as an intermediary), unless (i) the foreign financial institution (which includes certain equity and debt holders of such institution, foreign broker-dealers, clearing organizations, investment companies, hedge funds and certain other investment entities) agrees to verify, report and disclose its U.S. account holders and meets certain other specified requirements, (ii) the non-financial foreign entity that is a beneficial owner of the payment certifies that it does not have any substantial U.S. owners (as defined in the Code) or provides the withholding agent with identifying information regarding each direct and indirect substantial U.S. owner (generally by providing an IRS Form W-8BEN-E), or (iii) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules and provides appropriate documentation (such as an IRS Form W-8BEN-E). Foreign financial institutions and non-financial foreign entities located in jurisdictions that have an intergovernmental agreement with the United States may be subject to different rules. Under certain circumstances, a beneficial owner of such debt instruments might be eligible for refunds or credits of such taxes. The withholding provisions described above currently apply to payments of U.S. source interest and are scheduled to apply, on or after January 1, 2019, to certain payments of non-U.S. source interest and gross proceeds from a sale or other disposition of debt instruments. However, these rules would not apply to debt instruments generating solely non-U.S. source interest issued before the date that is six months after the date on which final regulations defining foreign passthru payments are published, unless they are significantly modified (within the meaning of applicable Treasury regulations) on or after such date. If the New TechnipFMC Notes are treated as generating U.S. source interest for U.S. federal income tax purposes (as discussed above), the withholding provisions described above could apply to the notes. As a result, each holder should ensure it is exempt from FATCA withholding tax with respect to payments on the New TechnipFMC Notes. In the event any withholding under FATCA is required or advisable with respect to any payments on the New TechnipFMC Notes, there will be no Additional Amounts payable to compensate for the withheld amount.

CERTAIN UNITED KINGDOM TAX CONSEQUENCES

The following is a general description of certain UK tax consequences relating to the New TechnipFMC Notes and is based on current UK tax law and HM Revenue & Customs (“HMRC”) published practice, both of which may be subject to change, possibly with retrospective effect. It does not purport to be a complete analysis of all UK tax considerations relating to the New TechnipFMC Notes, relates only to persons who are the absolute beneficial owners of New TechnipFMC Notes and who hold New TechnipFMC Notes as a capital investment, and does not deal with certain classes of persons (such as brokers or dealers in securities and persons connected with the Issuer) to whom special rules may apply.

If you are subject to tax in any jurisdiction other than the United Kingdom or if you are in any doubt as to your tax position, you should consult an appropriate professional adviser.

Payment of interest on the New TechnipFMC Notes

Interest on the New TechnipFMC Notes will be payable without withholding or deduction for or on account of UK income tax provided the New TechnipFMC Notes are and remain listed on a “recognised stock exchange” within the meaning of section 1005 of the ITA. The Luxembourg Stock Exchange is a recognised stock exchange for these purposes. Securities such as the New TechnipFMC Notes will be treated as listed on the Luxembourg Stock Exchange if they are officially listed and admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange.

Interest on the New TechnipFMC Notes may also be paid without withholding or deduction for or on account of UK income tax where the Issuer reasonably believes at the time the payment is made that (a) the person beneficially entitled to the interest is a UK resident company or a non-UK resident company that carries on a trade in the United Kingdom through a permanent establishment and the payment is one that the non-UK resident company is required to bring into account when calculating its profits subject to UK corporation tax or (b) the person to whom the payment is made is one of the further classes of bodies or persons, and meets any relevant conditions, set out in sections 935-937 of the ITA, provided that in either case HMRC has not given a direction, the effect of which is that the payment may not be made without that withholding or deduction.

In most other cases, an amount must be withheld from payments of interest on the New TechnipFMC Notes on account of UK income tax at the basic rate (currently 20%), subject to any direction to the contrary by HMRC under an applicable double taxation treaty.

HMRC has the power to obtain information (including, in certain cases, the name and address of the beneficial owner of the interest) from any person in the United Kingdom who either pays certain amounts in respect of the New TechnipFMC Notes to, or receives certain amounts in respect of the New TechnipFMC Notes for the benefit of, an individual. Such information may, in certain circumstances, be exchanged by HMRC with the tax authorities of other jurisdictions.

Further United Kingdom tax issues

Interest on the New TechnipFMC Notes constitutes UK source income for tax purposes and, as such, may be subject to UK tax by way of assessment (including self-assessment) even where paid without withholding or deduction.

However, interest with a UK source received without withholding or deduction for or on account of UK income tax will not be chargeable to UK tax in the hands of a holder of the New TechnipFMC Notes (other than certain trustees) who is not resident for tax purposes in the United Kingdom unless (a) that holder of the New TechnipFMC Notes is a company which carries on a trade in the United Kingdom through a permanent establishment in the United Kingdom or, if not such a company, carries on a trade, profession or vocation in the United Kingdom through a branch or agency, and (b) the interest is received in connection with, or the New TechnipFMC Notes are attributable to, that permanent establishment, branch or agency. There are exemptions for interest received by certain categories of agent (such as some brokers and investment managers). The provisions of an applicable double taxation treaty may also be relevant for such holders of the New TechnipFMC Notes.

If you are subject to tax in any jurisdiction other than the United Kingdom or if you are in any doubt as to your tax position, you should consult an appropriate professional adviser.

Stamp duty and stamp duty reserve tax

No UK stamp duty or SDRT should be payable on the issue of the New TechnipFMC Notes.

CERTAIN ERISA CONSIDERATIONS

The following summary is regarding certain aspects of ERISA, and the Code is based on ERISA and the Code, judicial decisions and United States Department of Labor and IRS regulations and rulings that are in existence on the date of these listing particulars. This summary is general in nature and does not address every issue pertaining to ERISA or the Code that may be applicable to us, the New TechnipFMC Notes or a particular investor. Accordingly, each prospective investor should consult with his, her or its own counsel in order to understand the issues relating to ERISA and the Code that affect or may affect the investor with respect to this investment.

ERISA and the Code impose certain requirements on employee benefit plans that are subject to Title I of ERISA and plans subject to Section 4975 of the Code (each such employee benefit plan or plan, a “Plan”), on entities whose underlying assets include plan assets by reason of a Plan’s investment in such entities and on those persons who are “fiduciaries” as defined in Section 3(21) of ERISA and Section 4975 of the Code with respect to Plans. In considering an investment of the assets of a Plan subject to Part 4 of Subtitle B of Title I of ERISA in the New TechnipFMC Notes, a fiduciary must, among other things, discharge its duties solely in the interest of the participants of such Plan and their beneficiaries for the exclusive purpose of providing benefits to such participants and beneficiaries, and defraying reasonable expenses of administering the Plan. A fiduciary must act prudently and must diversify the investments of a Plan subject to Part 4 of Subtitle B of Title I of ERISA so as to minimize the risk of large losses, as well as discharge its duties in accordance with the documents and instruments governing such Plan. In addition, ERISA generally requires fiduciaries to hold all assets of a Plan subject to Part 4 of Subtitle B of Title I of ERISA in trust and to maintain the indicia of ownership of such assets within the jurisdiction of the district courts of the United States. A fiduciary of a Plan subject to Part 4 of Subtitle B of Title I of ERISA should consider whether an investment in the New TechnipFMC Notes satisfies these requirements.

An investor who is considering acquiring the New TechnipFMC Notes with the assets of a Plan must consider whether the acquisition and holding of the New TechnipFMC Notes will constitute or result in a non-exempt prohibited transaction. Section 406(a) of ERISA and Sections 4975(c)(1)(A), (B), (C) and (D) of the Code prohibit certain transactions that involve a Plan and a “party in interest” as defined in Section 3(14) of ERISA or a “disqualified person” as defined in Section 4975(e)(2) of the Code with respect to such Plan. Examples of such prohibited transactions include, but are not limited to, sales or exchanges of property (such as the New TechnipFMC Notes) or extensions of credit between a Plan and a party in interest or disqualified person. Section 406(b) of ERISA and Sections 4975(c)(1)(E) and (F) of the Code generally prohibit a fiduciary with respect to a Plan from dealing with the assets of the Plan for its own benefit (for example when a fiduciary of a Plan uses its position to cause the Plan to make investments in connection with which the fiduciary (or a party related to the fiduciary) receives a fee or other consideration).

ERISA and the Code contain certain exemptions from the prohibited transactions described above, and the Department of Labor has issued several exemptions, although certain exemptions do not provide relief from the prohibitions on self-dealing contained in Section 406(b) of ERISA and Sections 4975(c)(1)(E) and (F) of the Code. Exemptions include Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code pertaining to certain transactions with non-fiduciary service providers; Department of Labor Prohibited Transaction Class Exemption (“PTCE”) 95-60, applicable to transactions involving insurance company general accounts; PTCE 90-1, regarding investments by insurance company pooled separate accounts; PTCE 91-38, regarding investments by bank collective investment funds; PTCE 84-14, regarding investments effected by a qualified professional asset manager; and PTCE 96-23, regarding investments effected by an in-house asset manager. Furthermore, newly issued class exemptions, such as the “Best Interests Contract Exemption” (PTCE 2016-01) and the “Principal Transaction Exemption” (PTCE 2016-02), once, and if, they become effective, may provide relief for certain transactions involving investment advice fiduciaries. There can be no assurance that all of the conditions of any such exemptions will be satisfied. There can be no assurance that any of these exemptions will be available with respect to the acquisition of the New TechnipFMC Notes. Under Section 4975 of the Code, excise taxes are imposed on disqualified persons who participate in non-exempt prohibited transactions (other than a fiduciary acting only as such) and such transactions may have to be rescinded.

As a general rule, a governmental plan, as defined in Section 3(32) of ERISA (each, a “Governmental Plan”), a church plan, as defined in Section 3(33) of ERISA, that has not made an election under Section 410(d) of the Code (each, a “Church Plan”) and a plan maintained outside the United States primarily for the benefit of

persons substantially all of whom are nonresident aliens (each, a “non-U.S. Plan”) are not subject to Title I of ERISA or Section 4975 of the Code. Accordingly, assets of such plans may be invested without regard to the fiduciary and prohibited transaction considerations described above. Although a Governmental Plan, a Church Plan or a non-U.S. Plan is not subject to Title I of ERISA or Section 4975 of the Code, it may be subject to other United States federal, state or local laws or non-U.S. laws that regulate its investments (a “Similar Law”). A fiduciary of a Government Plan, a Church Plan or a non-U.S. Plan should consider whether investing in the New TechnipFMC Notes satisfies the requirements, if any, under any applicable Similar Law.

The New TechnipFMC Notes may be acquired by a Plan, a Governmental Plan, a Church Plan, a non-U.S. Plan or an entity whose underlying assets include the assets of a Plan, a Governmental Plan, a Church Plan or a non-U.S. Plan, but only if the acquisition will not result in a non-exempt prohibited transaction under ERISA or Section 4975 of the Code or a violation of Similar Law. Therefore, any investor in the New TechnipFMC Notes will be deemed to represent and warrant to us and the Trustee that (1)(a) it is not (i) a Plan, (ii) a Governmental Plan, (iii) a Church Plan, (iv) a non-U.S. Plan or (v) an entity whose underlying assets include the assets of a Plan, a Governmental Plan, a Church Plan or a non-U.S. Plan, (b) it is a Plan or an entity whose underlying assets include the assets of a Plan and the acquisition and holding of the New TechnipFMC Notes will not result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, or (c) it is a Governmental Plan, a Church Plan, a non-U.S. Plan or an entity whose underlying assets include the assets of a Governmental Plan, a Church Plan or a non-U.S. Plan that is not subject to (i) ERISA, (ii) Section 4975 of the Code or (iii) any Similar Law that prohibits or imposes excise or penalty taxes on the acquisition or holding of the New TechnipFMC Notes; and (2) it will notify us and the Trustee immediately if, at any time, it is no longer able to make the representations contained in clause (1) above. Any purported transfer of the New TechnipFMC Notes to a transferee that does not comply with the foregoing requirements shall be null and void *ab initio*.

The foregoing discussion is general in nature and is not intended to be all inclusive. Due to the complexity of these rules and the penalties that may be imposed upon persons involved in non-exempt prohibited transactions, it is particularly important that fiduciaries or other persons considering investing in the New TechnipFMC Notes on behalf of, or with the assets of, any Plan, consult with their counsel regarding the potential applicability of ERISA, Section 4975 of the Code and any Similar Laws to such transactions and whether an exemption would be applicable.

This offer is not a representation by us or any Dealer Manager that an acquisition of the New TechnipFMC Notes meets any or all legal requirements applicable to investments by Plans, Governmental Plans, Church Plans, non-U.S. Plans or entities whose underlying assets include the assets of a Plan, a Governmental Plan, a Church Plan or a non-U.S. Plan or that such an investment is appropriate for any particular Plan, Governmental Plan, Church Plan, non-U.S. Plan or entity whose underlying assets include the assets of a Plan, a Governmental Plan, a Church Plan or a non-U.S. Plan.

LEGAL MATTERS

Certain legal matters with respect to the offer to sell the New TechnipFMC Notes under the laws of the United States and the laws of England and Wales will be passed upon for us by Latham & Watkins LLP. Certain legal matters will be passed upon for the Dealer Managers by Bracewell LLP.

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRMS AND INDEPENDENT AUDITORS

The consolidated financial statements of the Issuer and subsidiary as of December 31, 2016 and 2015 and for the year ended December 31, 2016 and the period from December 9, 2015 to December 31, 2015, incorporated in these listing particulars by reference to the Issuer's Annual Report on Form 10-K as of and for the year ended December 31, 2016 have been audited by KPMG LLP, an independent registered public accounting firm, as stated in their report incorporated by reference herein.

The consolidated financial statements of Technip as of December 31, 2016, and for each of the three years in the period ended December 31, 2016 incorporated by reference in these listing particulars have been audited in accordance with AICPA Auditing Standards by PricewaterhouseCoopers Audit and Ernst & Young et Autres, independent auditors of Technip, as stated in their reports incorporated by reference herein.

The consolidated financial statements of FMC Technologies as of December 31, 2016 and 2015, and for each of the three years in the period ended December 31, 2016, incorporated by reference in these listing particulars by reference to the Issuer's Current Report on Form 8-K filed February 24, 2017 have been audited by KPMG LLP, an independent registered public accounting firm, as stated in their report incorporated by reference herein.

WHERE YOU CAN FIND MORE INFORMATION

The Issuer is subject to the informational reporting requirements of the Exchange Act. The Issuer files reports, proxy statements and other information with the SEC. Such SEC filings are available over the Internet at the SEC's website at <http://www.sec.gov>. You may read and copy any reports, statements and other information filed by us at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call 1-800-SEC-0330 for further information about the Public Reference Room. You may also inspect such SEC reports and other information at our website at <http://www.TechnipFMC.com>. We do not intend for information contained in or accessible through our website to be part of these listing particulars, other than documents that the Issuer and FMCTI have filed with the SEC that are incorporated by reference in these listing particulars.

INFORMATION WE INCORPORATE BY REFERENCE

We are incorporating by reference certain information that each of the Issuer and FMCTI files with the SEC, which means:

- incorporated documents are considered part of these listing particulars;
- we can disclose important information to you by referring you to those documents; and
- information that we file with the SEC after the date of these listing particulars will automatically update and supersede the information contained in these listing particulars and incorporated filings.

The Issuer

We incorporate by reference the documents listed below that the Issuer filed with the SEC under the Securities Act or the Exchange Act, as applicable:

- Amendment No. 3 and the final prospectus filed pursuant to Rule 424(b) relating to the Issuer's Registration Statement on Form S-4 filed on October 21, 2016 and October 25, 2016, respectively;
- The Issuer's Annual Report on Form 10-K for the fiscal year ended December 31, 2016; and
- The Issuer's Current Reports on Form 8-K filed on December 14, 2016, December 21, 2016, January 17, 2017 and February 24, 2017 (and including (i) the audited consolidated financial statements of FMCTI as of December 31, 2016 and 2015 and for the three-year period ended December 31, 2016 at Exhibit 99.1 thereto, (ii) the unaudited pro forma condensed combined financial information of the Issuer as of and for the year ended December 31, 2016 at Exhibit 99.2 thereto, and (iii) the audited consolidated financial statements of Technip as of December 31, 2016, 2015 and 2014 and for the three-year period ended December 31, 2016 at Exhibit 99.3 thereto).

We also incorporate by reference each of the documents that we file with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act on or after the date of these listing particulars. We will not, however, incorporate by reference in these listing particulars any documents or portions thereof that are not deemed "filed" with the SEC, including any information furnished pursuant to Item 2.02 or Item 7.01 of our Current Reports on Form 8-K after the date of these listing particulars unless, and except to the extent, specified in such Current Reports.

Each of the documents incorporated by reference will be published on the Luxembourg Stock Exchange official website (www.bourse.lu). We will provide you with a copy of any of these filings (other than an exhibit to these filings, unless the exhibit is specifically incorporated by reference into the filing requested) at no cost, if you submit a request to us by writing or telephoning us at the following address or telephone number:

TechnipFMC
One St. Paul's Churchyard
London, EC4M 8AP
United Kingdom
+44 20 3429 3950

LISTING AND GENERAL INFORMATION

Listing

Application has been made to list the New TechnipFMC Notes on the Official List of the Luxembourg Stock Exchange for trading on the Euro MTF Market or another “recognised stock exchange” for purposes of Section 1005 of the ITA. The Euro MTF market is not a regulated market pursuant to the provisions of Directive 2004/39/EC on markets in financial instruments. Notice of any optional redemption, change of control or any change in the rate of interest payable on the New TechnipFMC Notes will be published in a Luxembourg newspaper of general circulation (which is expected to be the *Luxemburger Wort*) or published on the Luxembourg Stock Exchange official website (www.bourse.lu).

For so long as the New TechnipFMC Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF Market, copies of the following documents may be inspected and obtained free of charge at the specified office of the listing agent in Luxembourg during normal business hours on any weekday:

- the Issuer’s organisational documents;
- the most recent audited consolidated financial statements for fiscal years and any quarterly interim consolidated financial statements prepared by the Issuer;
- the Issuer’s annual reports for the two most recent years; and
- the New TechnipFMC Indentures.

The Issuer will maintain a paying and transfer agent in Luxembourg for as long as any of the New TechnipFMC Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF Market and the rules and regulations of the Luxembourg Stock Exchange so require. The Issuer reserves the right to vary such appointment and it will publish notice of such change of appointment in a newspaper of general circulation in a Luxembourg newspaper of general circulation (which is expected to be the *Luxemburger Wort*) or published on the Luxembourg Stock Exchange official website (www.bourse.lu).

So long as the Notes are listed on the Official List and admitted to trading on the Euro MTF Market and the rules and regulations of the Luxembourg Stock Exchange so require, the Issuer will publish notices (including financial notices) in a leading newspaper having a general circulation in Luxembourg (which is currently expected to be the *Luxembourg Wort*) or on the official website of the Luxembourg Stock Exchange (www.bourse.lu).

Clearing Information

The New TechnipFMC Notes sold pursuant to Regulation S under the Securities Act have been accepted for clearance through the facilities of Clearstream and Euroclear and DTC.

New Technip FMC 2017 Notes:

Regulation S Common Code: 159287785

Regulation S ISIN: USG87110AA38

Rule 144A ISIN: US87854XAA90

Rule 144A CUSIP: 87854XAA9

New Technip FMC 2022 Notes:

Regulation S Common Code: 159287629

Regulation S ISIN: USG87110AB11

Rule 144A ISIN: US87854XAC56

Rule 144A CUSIP: 87854XAC5

Offering Memorandum

Except as disclosed in these listing particulars:

- there has been no material adverse change in the Issuer's financial condition since 31 December 2016, the date of its most recent consolidated financial statements; and
- the Issuer has not been involved in any litigation, administrative proceeding or arbitration relating to claims or amounts which are material in the context of the issuance of the New TechnipFMC Notes, and, so far as the Issuer is aware, no such litigation, administrative proceeding or arbitration is pending or threatened.

Consents and Authorisations

We have obtained, or will obtain, all necessary consents, approvals and authorisations in the jurisdiction of our incorporation in connection with the issuance and performance of the New TechnipFMC Notes. The creation and issuance of the Notes has been authorised by a resolution of board of directors of the Issuer dated February 21, 2017.

THE ISSUER

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