

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM S-8  
REGISTRATION STATEMENT**  
*UNDER  
THE SECURITIES ACT OF 1933*

**MRC GLOBAL INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**20-5956993**  
(I.R.S Employer  
Identification No.)

**2 Houston Center  
909 Fannin, Suite 3100  
Houston, Texas 77010  
(877) 294-7574**

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

**MRC GLOBAL INC. 2011 OMNIBUS INCENTIVE PLAN, as amended**  
(Full title of the plan)

**Daniel J. Churay**  
**Executive Vice President – Corporate Affairs, General Counsel and Corporate Secretary**  
**MRC Global Inc.**  
**2 Houston Center**  
**909 Fannin, Suite 3100**  
**Houston, Texas 77010**  
**Telephone: (877) 294-7574**

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

*Copies to:*

**Brian P. Fenske**  
**Norton Rose Fulbright US LLP**  
**Fulbright Tower**  
**1301 McKinney, Suite 5100**  
**Houston, Texas 77010**  
**Telephone: (713) 651-5557**  
**Facsimile: (713) 651-5246**

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer  (Do not check if a smaller reporting company)

Smaller reporting company

**CALCULATION OF REGISTRATION FEE**

Title of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per share (2)	Proposed maximum aggregate offering price (2)	Amount of registration fee
Common Stock, \$0.01 par value per share	4,147,475 shares	\$12.51	\$51,884,912.25	\$6,030

(1) This Registration Statement also includes such additional number of shares of MRC Global Inc. common stock, par value \$0.01 ("Common Stock"), as may be required in the event of a stock split, stock dividend or similar transaction in accordance with Rule 416 of the Securities Act of 1933, as

amended (the "Securities Act").

- (2) Estimated solely for purposes of calculating the registration fee in accordance with Rules 457(c) and 457(h) of the Securities Act, based upon the average of the high and low prices of Common Stock on August 12, 2015, as reported on the New York Stock Exchange, of \$12.51.
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## EXPLANATORY NOTE

On April 29, 2015, at the 2015 Annual Meeting of Stockholders of MRC Global Inc. (the “Company”), the Company’s stockholders approved an amendment (the “Amendment”) to the MRC Global Inc. 2011 Omnibus Incentive Plan (the “Plan”). The Amendment provides, among other things, that an additional 4,250,000 shares of the Company’s common stock, par value \$0.01 per share (the “Common Stock”) may be issued under the Plan, less 102,525 “Remaining Shares,” which is defined in the Amendment to include 958,926 shares of Common Stock remaining reserved for issuance under the Plan on February 16, 2015, plus 23,292 additional shares of Common Stock that were returned under the Plan prior to April 29, 2015 and less 879,693 additional shares reserved for or granted as awards from February 16, 2015 and before April 29, 2015 (4,250,000 shares less the 102,525 Remaining Shares shall be the “Additional Shares”).

This Registration Statement on Form S-8 (this “Registration Statement”) is being filed by the Company to register the Additional Shares. These shares are in addition to the 3,250,000 shares of Common Stock, that may be issued under the Plan pursuant to the Company’s Registration Statement on Form S-8 (File No. 333-180777) (the “Prior Registration Statement”) filed with the Securities and Exchange Commission (the “Commission”) on April 17, 2012. Pursuant to General Instruction E to Form S-8 under the Securities Act of 1933, as amended (the “Securities Act”), the contents of the Prior Registration Statement are incorporated by reference into this Registration Statement, except to the extent supplemented, amended and superseded by the information set forth herein.

## PART II

### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

#### ITEM 5. Interest of Named Experts and Counsel.

Not applicable.

#### ITEM 6. Indemnification of Officers and Directors

The disclosure under Item 6 of the Registration Statement on Form S-8 (File No. 333-180777) is incorporated herein by reference; however, the fourth paragraph under Item 6 is not incorporated by reference and is instead supplemented by the following:

The registrant has entered into indemnity agreements with each of its current directors and officers to give these directors and officers additional contractual assurances regarding the scope of the indemnification set forth in the registrant’s Certificate of Incorporation and Bylaws and to provide additional procedural protections. At present, there is no pending litigation or proceeding involving a director, officer or employee of the registrant regarding which indemnification is sought, nor is the registrant aware of any threatened litigation that may result in claims for indemnification.

#### ITEM 8. Exhibits.

<u>Exhibit No.</u>	<u>Exhibit Description</u>
4.1	Amended and Restated Certificate of Incorporation of MRC Global Inc. dated April 11, 2012. (Incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K of MRC Global Inc. filed with the Commission on April 17, 2012)
4.2	Amended and Restated Bylaws of MRC Global Inc. dated November 7, 2013. (Incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K of MRC Global Inc. filed with the Commission on November 13, 2013)
4.3	Certificate of Designations, Preferences, Rights and Limitations of Series A Convertible Perpetual Preferred Stock of MRC Global Inc. (Incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K of MRC Global Inc. filed with the Commission on June 11, 2015)
4.4	Shareholders’ Agreement, dated June 10, 2015, by and between MRC Global Inc. and Mario Investments LLC (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of MRC Global Inc. filed with the Commission on June 11, 2015)
5.1*	Opinion of Norton Rose Fulbright US LLP regarding legality of securities being registered
23.1*	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm
23.2*	Consent of Norton Rose Fulbright US LLP (contained in Exhibit 5.1)
24.1*	Power of Attorney (included as part of signature page to this Registration Statement)
99.1	MRC Global Inc. 2011 Omnibus Incentive Plan (Incorporated by reference to Exhibit 10.27 to the Annual Report on Form 10-K of MRC Global Inc. filed with the Commission on March 5, 2012)
99.2*	Amendment to the MRC Global Inc. 2011 Omnibus Incentive Plan

\* Filed herewith.

## SIGNATURES

Pursuant to the requirements of the Securities Act, MRC Global Inc. certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on August 18, 2015.

### MRC GLOBAL INC.

By: /s/ Daniel J. Churay  
Daniel J. Churay  
Executive Vice President – Corporate Affairs, General  
Counsel and Corporate Secretary

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below, the undersigned officers and directors of MRC Global Inc., hereby severally constitute and appoint Andrew R. Lane, James E. Braun and Daniel J. Churay, and each of them singly (with full power to each of them to act alone), his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution in each of them for him and in his name, place and stead, and in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Andrew R. Lane</u> Andrew R. Lane	Chairman, President and Chief Executive Officer (principal executive officer)	August 18, 2015
<u>/s/ James E. Braun</u> James E. Braun	Executive Vice President and Chief Financial Officer (principal financial officer)	August 18, 2015
<u>/s/ Elton R. Bond</u> Elton R. Bond	Senior Vice President and Chief Accounting Officer (principal accounting officer)	August 18, 2015
<u>/s/ Rhys J. Best</u> Rhys J. Best	Lead Director	August 18, 2015
<u>/s/ Leonard M. Anthony</u> Leonard M. Anthony	Director	August 18, 2015
<u>/s/ Barbara J. Duganier</u> Barbara J. Duganier	Director	August 18, 2015
<u>/s/ Craig Ketchum</u> Craig Ketchum	Director	August 18, 2015
<u>/s/ Gerard P. Krans</u> Gerard P. Krans	Director	August 18, 2015

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/s/ Dr. Cornelis A. Linse Director August 18, 2015  
Dr. Cornelis A. Linse

/s/ John A. Perkins Director August 18, 2015  
John A. Perkins

/s/ H.B. Wehrle, III Director August 18, 2015  
H.B. Wehrle, III

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\* Filed herewith.



Norton Rose Fulbright US LLP  
1301 McKinney, Suite 5100  
Houston, Texas 77010-3095  
United States

Tel +1 713 651 5151  
Fax +1 713 651 5246  
nortonrosefulbright.com

August 18, 2015

MRC Global Inc.  
2 Houston Center  
909 Fannin, Suite 3100  
Houston, Texas 77010

Ladies and Gentlemen:

We have acted as counsel to MRC Global Inc., a Delaware corporation (the "Company"), in connection with the registration under the Securities Act of 1933, as amended (the "Securities Act"), of an aggregate of 4,147,475 shares (the "Shares") of the Company's common stock, par value \$0.01 per share (the "Common Stock"), that are reserved for issuance under the MRC Global Inc. 2011 Omnibus Incentive Plan, as amended (the "Plan"), as described in the Company's Registration Statement on Form S-8 (as may subsequently be amended, the "Registration Statement").

In connection with the foregoing, we have examined the Plan and originals or copies of the corporate records of the Company, certificates and other communications of public officials, certificates of officers of the Company and such other documents as we have deemed relevant or necessary for the purpose of rendering the opinions expressed herein. As to questions of fact material to those opinions, we have, to the extent we deemed appropriate, relied on certificates of officers of the Company and on certificates and other communications of public officials. We have assumed the genuineness of all signatures on, and the authenticity of, all documents submitted to us as originals, the conformity to authentic original documents of all documents submitted to us as copies, facsimiles, or electronic images thereof, the due authorization, execution and delivery by the parties thereto other than the Company of all documents examined by us, and the legal capacity of each individual who signed any of those documents.

Based upon the foregoing, we are of the opinion that the Shares, when issued and sold in the manner referred to in the Plan and pursuant to the agreements that accompany the Plan will be validly issued, fully paid and nonassessable.

The opinions expressed herein are limited exclusively to applicable federal laws of the United States of America, and applicable provisions of, respectively, the Delaware Constitution, the Delaware General Corporation Law and reported judicial interpretations of such law, in each case as currently in effect, and we are expressing no opinion as to the effect of the laws of any other jurisdiction.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and the reference to this firm wherever it appears in the Registration Statement. This consent is not to be construed as an admission that we are a party whose consent is required to be filed with the Registration Statement under the provisions of the Securities Act or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Very truly yours,

/s/ Norton Rose Fulbright US LLP

Norton Rose Fulbright US LLP

Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas.

Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP, Norton Rose Fulbright South Africa (incorporated as Deneys Reitz, Inc.), each of which is a separate legal entity, are members of Norton Rose Fulbright Verein, a Swiss Verein. Details of each entity, with certain regulatory information, are at [nortonrosefulbright.com](http://nortonrosefulbright.com). Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients.



Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement on Form S-8 pertaining to the MRC Global Inc. 2011 Omnibus Incentive Plan, as amended, of our reports dated February 20, 2015 relating to the consolidated financial statements of MRC Global Inc. and subsidiaries, and the effectiveness of internal control over financial reporting of MRC Global Inc. and subsidiaries, included in the Annual Report (Form 10-K) for the year ended December 31, 2014, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Houston, Texas  
August 18, 2015

**AMENDMENT TO THE  
MRC GLOBAL INC. 2011 OMNIBUS INCENTIVE PLAN**

THIS AMENDMENT made by MRC Global Inc. (the “*Company*”),

**WITNESSETH:**

**WHEREAS**, the Company sponsors and maintains the plan now known as the “MRC Global Inc. 2011 Omnibus Incentive Plan” (the “*Plan*”);

**WHEREAS**, unless the context clearly requires the contrary, capitalized terms that this Amendment uses that this Amendment does not define shall have the meaning that the Plan ascribes to those terms; and references to Articles and Sections mean the articles and sections of the Plan;

**WHEREAS**, Section 20.1(a) of the Plan authorizes the amendment of the Plan at any time;

**WHEREAS**, at the time the Plan became effective on April 9, 2012, there were originally 3,250,000 Shares reserved and subject to issuance pursuant to the terms of the Plan;

**WHEREAS**, of those originally reserved Shares, as of the date the Compensation Committee approved this Amendment, 958,926 Shares remain reserved and subject to issuance pursuant to the terms of the Plan (together with any additional Shares that may be returned to the Plan prior to the Effective Date (defined below), less any additional Shares reserved for or granted as Awards from February 16, 2015 and before the Effective Date of this Amendment, the “*Remaining Shares*”);

**WHEREAS**, the Compensation Committee has determined that the Plan should be amended to:

- (a) increase the number of Shares that may be issued under the Plan to a total of 4,250,000 Shares (including the Remaining Shares),
- (b) expressly prohibit the cancellation of a previously granted Option or SAR for a payment of cash or other property if the aggregate Fair Market Value of the Shares covered by the Option or SAR is less than the aggregate Option Price of the Option or the aggregate Grant Price of the SAR,
- (c) provide that to the extent the vesting of an Award that the Company grants pursuant to the Plan is time-based the applicable time period may not be less than one year,
- (d) increase the limits on the amount of Performance-Based Compensation Awards, and
- (e) add certain Performance Measures for Performance-Based Compensation.

**NOW, THEREFORE**, the Compensation Committee agrees that, effective as of the date the shareholders of the Company approve the following amendments (the “*Effective Date*”), and contingent upon the shareholders’ approval of the amendments, the Plan is amended as set forth below:

I. Section 4.1 of the Plan is hereby amended and restated in its entirety to provide as follows:

**4.1. Number of Shares Authorized and Available for Awards.** Subject to adjustment as provided under the Plan and the following provisions of this Article 4, the total number of Shares that are available for Awards under the Plan shall be increased by 4,250,000 (less the Remaining Shares) to 7,500,000 Shares (less the Remaining Shares). These Shares may be authorized and unissued Shares or treasury Shares or any combination of the foregoing, as the Board or Committee may determine from time to time. Any of the authorized Shares may be used for any type of Award under the Plan, and any or all of the Shares may be allocated to Incentive Stock Options.

II. Article 3 of the Plan is hereby amended by adding to Article 3 the following new Section 3.6, which shall provide as follows:

**3.6 No Cash Out of Underwater Options or SARs.** The Committee shall have no authority to cancel or otherwise acquire the rights to a previously granted Option or SAR for a payment of cash or other property if the aggregate Fair Market Value of the Shares that the Option or SAR covers at the time of the cancellation or acquisition is less than the aggregate Option Price of the Option or Grant Price of the SAR, as the case may be (other than in connection with a Change in Capitalization or other transaction where such action is permitted or required under the terms of the Plan), unless the Company's shareholders shall have approved the cancellation or other acquisition of rights.

III. Section 6.4 of the Plan is hereby amended and restated in its entirety to provide as follows:

**6.4 Vesting and Exercise of Option.** An Option shall become vested and exercisable at such times and be subject to such restrictions and conditions as the Board or Committee shall in each instance approve, which terms and restrictions need not be the same for each grant or for each Participant; *provided*, that to the extent the vesting of the Option is time-based the applicable time period that the Board or Committee sets may not be less than one year. The Award Agreement shall set forth the terms and conditions that will apply to an Option upon and following a Participant's Termination. Notwithstanding the foregoing in this Section 6.4, the Board or Committee may define events that allow any Option or portion of the Option to accelerate vesting and exercisability.

IV. Section 7.4 of the Plan is hereby amended and restated in its entirety to provide as follows:

**7.4 Vesting and Exercise of SARs.** A SAR shall become vested and exercisable at such times and be subject to such restrictions and conditions as the Board or Committee shall in each instance approve, which terms and restrictions need not be the same for each grant or for each Participant; *provided*, that to the extent the vesting of the SAR is time-based, the applicable time period that the Board or Committee sets may not be less than one year. The Award Agreement shall set forth the terms and conditions that will apply to a SAR upon and following a Participant's Termination. Notwithstanding the foregoing in this Section 7.4, the Board or Committee may define events that allow any SAR or portion of the SAR to accelerate vesting and exercisability.

V. Section 8.2 of the Plan is hereby amended by adding the following sentences at the end of Section 8.2:

To the extent the vesting of Restricted Stock is time-based, the applicable time period that the Board or Committee sets may not be less than one year. The Award Agreement shall set forth the terms and conditions that will apply to Restricted Stock upon and following a Participant's Termination. Notwithstanding the foregoing in this Section 8.2, the Board or Committee may define events that allow any Restricted Stock Award or portion of the Award to accelerate vesting.

VI. Section 9.2 of the Plan is hereby amended by adding the following sentences at the end of Section 9.2:

To the extent the vesting of Restricted Stock Units is time-based, the applicable time period that the Board or the Committee sets may not be less than one year. The Award Agreement shall set forth the terms and conditions that will apply to a Restricted Stock Unit upon and following a Participant's Termination. Notwithstanding the foregoing in this Section 9.2, the Board or Committee may define events that allow any Restricted Stock Unit or portion of the Restricted Stock Unit to accelerate vesting.

VII. Section 12.1(c) of the Plan is hereby amended by adding the following sentences at the end of Section 12.1(c):

To the extent the vesting of an Other Stock-Based Award or Cash-Based Award is time-based the applicable time period set by the Committee may not be less than one year. The Award Agreement shall set forth the terms and conditions that will apply to an Other Stock-Based Award or Cash-Based Award upon and following a Participant's Termination. Notwithstanding the foregoing in this Section 12.1(c), the Board or Committee may define events that allow any such Award or portion of the Award to accelerate vesting.

VIII. Section 2.41 of the Plan is hereby amended and restated in its entirety to provide as follows:

**2.41 "Performance Period"** means the period of time during which pre-established performance goals must be met to determine the degree of payout or vesting with respect to an Award, which period of time may not be less than one year.

IX. Section 15.1 of the Plan is hereby amended by adding the following sentence at the end of Section 15.1:

To the extent the vesting of an Award to a Nonemployee Director is time-based the applicable time period that the Board or Committee sets may not be less than one year.

X. Section 4.3 of the Plan is hereby amended and restated in its entirety to provide as follows:

**4.3 Annual Award Limits.** Subject to Section 4.4, the maximum number of Shares for which Options or SARs may be granted to any Participant in any calendar year shall be 1,000,000 and the maximum number of Shares that may be subject to Awards granted to any Participant in any calendar year in the form of Restricted Stock, Restricted Stock Units, Performance Shares or Other Stock-Based Awards, in each case that are intended to be Performance-Based Compensation, shall be 1,000,000 (the "Annual Award Limits"). The maximum aggregate amount that may be paid under an Award of Performance Units, Cash-Based Awards or any other Award that is not denominated in Shares, in each case that is intended to be Performance-Based Compensation, shall be \$10 million, determined as of the date of payout.

XI. Section 14.2 of the Plan is hereby amended by revising subsections (q) and (r) as set forth below and by adding subsections (s), (t), (u) and (v) set forth below after such revised subsection (r):

- (q) Transactions relating to acquisitions or divestitures;
- (r) Working capital;
- (s) Return on average net capital employed ("RANCE");
- (t) Return on capital employed ("ROCE");
- (u) Return on net capital employed ("RONCE"); and
- (v) Return on net assets ("RONA").

Approved by the Compensation Committee of the Board of Directors

On February 16, 2015 (*with additional language regarding the number of additional shares added as of April 8, 2015*).