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

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

TechnipFMC plc
(Exact Name of Registrant as Specified in its Charter)

England and Wales
(State or other jurisdiction of
incorporation or organization)

3533
(Primary Standard Industrial
Classification Code Number)

98-1283037
(I.R.S. Employer
Identification No.)

**One St. Paul's Churchyard
London, EC4M 8AP
United Kingdom**
(Address, including zip code, of principal executive offices)

**FMC Technologies, Inc. Savings and Investment Plan
FMC Puerto Rico Savings and Investment Plan
FMC Technologies, Inc. International Savings and Investment Plan
FMC Technologies, Inc. Non-Qualified Savings and Investment Plan**
(Full title of the plans)

Dianne B. Ralston, Esq.
Executive Vice President, Chief Legal Officer and Secretary
TechnipFMC plc
11740 Katy Freeway
Energy Tower 3
Houston, Texas 77079
United States
Telephone: (281) 591-4000
(Name, address and telephone number, including area code, of agent for service)

Copies to:

**Ryan Maierson, Esq.
Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
United States
Telephone: (713) 546-7420**

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "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 Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share(2)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Ordinary Shares, nominal value \$1 per share	4,500,000 (1)	\$32.18	\$144,810,000.00	\$16,783.48

- (1) Issuable under the FMC Technologies, Inc. Savings and Investment Plan, the FMC Puerto Rico Savings and Investment Plan, the FMC Technologies, Inc. International Savings and Investment Plan and the FMC Technologies, Inc. Non-Qualified Savings and Investment Plan. In addition, pursuant to Rule 416(c) under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement also covers an indeterminate amount of interests to be offered or sold pursuant to the employee benefit plan described herein.
- (2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) and (h)(1) of the Securities Act. The proposed maximum offering price per share is based on the average of the high and low prices of the ordinary shares of TechnipFMC plc as reported on the New York Stock Exchange on February 17, 2017.

EXPLANATORY NOTE

On January 16, 2017, pursuant to the Business Combination Agreement, dated as of June 14, 2016 (as amended, the “Business Combination Agreement”), providing for a business combination among FMC Technologies, Inc., a Delaware corporation (“FMCTI”), Technip S.A., a French *société anonyme* (“Technip”), and TechnipFMC plc, a public limited company incorporated under the laws of England and Wales (the “Registrant”), (i) Technip merged with and into the Registrant (the “Technip Merger”), with the Registrant surviving the Technip Merger, and immediately thereafter, (ii) a wholly owned indirect subsidiary of the Registrant (“Merger Sub”) merged with and into FMCTI (the “FMCTI Merger”) and, together with the Technip Merger, the “Mergers”), with FMCTI surviving the FMCTI Merger as a wholly owned subsidiary of the Registrant.

The FMC Technologies, Inc. Savings and Investment Plan, FMC Puerto Rico Savings and Investment Plan, FMC Technologies, Inc. International Savings and Investment Plan and FMC Technologies, Inc. Non-Qualified Savings and Investment Plan (collectively, the “Plans”) became employee benefit plans sponsored and maintained by a subsidiary of the Registrant as a result of the FMCTI Merger.

PART I INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.

The documents containing the information specified in Item 1 will be sent or given to participants in the Plans as specified by Rule 428(b)(1) of the U.S. Securities Act of 1933, as amended (the “Securities Act”). Such documents are not required to be and are not filed with the U.S. Securities and Exchange Commission (the “Commission”) either as part of this Registration Statement on Form S-8 (this “Registration Statement”) or as prospectuses or prospectus supplements pursuant to Rule 424. These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of this Form S-8, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

Item 2. Registrant Information and Employee Plan Annual Information.

Upon written or oral request, any of the documents incorporated by reference in Item 3 of Part II of this Registration Statement (which documents are incorporated by reference in a Section 10(a) Prospectus), other documents required to be delivered to eligible employees, non-employee directors and consultants, pursuant to Rule 428(b) or additional information about the Plans are available without charge by contacting:

TechnipFMC plc
Attn: Dianne B. Ralston
11740 Katy Freeway
Energy Tower 3
Houston, Texas 77079
United States

PART II INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents, which have been filed with the Commission pursuant to the U.S. Securities Exchange Act of 1934, as amended (the “Exchange Act”), are incorporated by reference in, and shall be deemed to be a part of, this Registration Statement:

(a) the Registrant’s final prospectus filed with the Commission pursuant to Rule 424(b) under the Securities Act on October 25, 2016 (the “Prospectus”), except for the sections entitled “Opinion of Evercore as Financial Advisor to FMCTI” and “Opinions of Rothschild and Goldman Sachs as Financial Advisors to Technip”;

(b) the Registrant’s Current Reports on Form 8-K filed with the Commission on December 14, 2016, December 21, 2016, January 17, 2017, and February 24, 2017;

(c) the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2016, filed with the Commission on January 13, 2017;

(d) all other reports filed by the Registrant pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the annual report referred to in (c) above; and

(e) the description of the ordinary shares of the Registrant, nominal value \$1 per share (the "Ordinary Shares") contained in the Prospectus under the heading "Description of Topco Shares."

All reports and other documents filed by the Registrant with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act since October 25, 2016 and prior to the filing of a post-effective amendment which indicates that all securities offered pursuant to this Registration Statement have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents or reports, except as to any portion of any future annual or quarterly report to stockholders or document or current report furnished under Items 2.02 or 7.01 of Form 8-K that is not deemed filed under such provisions.

For purposes of this Registration Statement, any document or any statement contained in a document incorporated or deemed to be incorporated herein by reference shall be deemed to be modified or superseded to the extent that a subsequently filed document or a statement contained therein, or in any other subsequently filed document which also is or is deemed to be incorporated by reference, modifies or supersedes such document or such statement in such document. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

The Registrant is currently a public limited company incorporated in England and Wales or under English law. Chapter 7 of Part 10 of the U.K. Companies Act 2006 contains provisions relating to directors' liability. All statutory references in this Item 20 are to the U.K. Companies Act 2006.

Section 232(1) makes void any provision that purports to exempt a director of a company from any liability that would otherwise attach to him in connection with any negligence, default, breach of duty or breach of trust in relation to the company.

Section 232(2) makes void any provision by which a company directly or indirectly provides an indemnity for a director of the company against any liability attaching to him or her in connection with any negligence, default, breach of duty or breach of trust in relation to the company, except if permitted as:

- (a) liability insurance within Section 233;
- (b) qualifying third-party indemnity provisions falling within Section 234; or
- (c) qualifying pension scheme indemnity provision under Section 235.

Section 233 permits liability insurance, commonly known as directors' and officers' liability insurance, purchased and maintained by a company against liability for negligence, default, breach of duty or breach of trust in relation to the company.

Section 234 allows the Registrant to provide an indemnity against liability incurred by a director to someone other than the Registrant or an associated company of the Registrant. Such an indemnity does not permit indemnification against liability to pay criminal fines or civil penalties to a regulatory authority or the costs of an unsuccessful defense of criminal or civil proceedings or application for relief under Sections 661 (power of court to grant relief in case of acquisition of shares by innocent nominee) or 1157 (general power of court to grant relief in case of honest and reasonable conduct) of the U.K. Companies Act 2006.

Section 235 allows the Registrant to provide indemnification to a director that is a trustee of an occupational pension scheme if joint liability incurred in connection with the company's activities as trustee of the scheme. Such provision does not permit indemnification against liability to pay criminal fines or civil penalties to a regulatory authority or the costs of an unsuccessful defense of criminal proceedings.

Any indemnity provided under Section 234 or Section 235 must be disclosed in the company's annual report in accordance with Section 236 and copies of such indemnification provisions made available for inspection in accordance with Section 237 (and every member has a right to inspect and request such copies under Section 238).

Conduct of a director amounting to negligence, default, breach of duty or breach of trust in relation to the company can be ratified, in accordance with Section 239, by a resolution of the members of the company, disregarding the votes of the director (if a member) and any connected member.

The articles of association of the Registrant provide that, subject to the U.K. Companies Act 2006, the Registrant may indemnify (i) any person who is or was a director of the Registrant or any associated company against any loss, cost, charge or liability incurred by him as a director in the actual or purported execution and/or discharge of his duties or in relation to them whether in connection with any negligence, default, breach of duty or breach of trust by him or otherwise; and (ii) any person who is or was a director of an associated company that is a trustee of an occupational pension scheme, against any loss, cost, charge or liability incurred by him as a director in connection with the company's activities as trustee of an occupational pension scheme.

The articles of association of the Registrant also provide that, subject to the U.K. Companies Act 2006, the Registrant may purchase and maintain insurance for or for the benefit of any person who is or was a director, officer or employee of the Registrant, or any corporate entity which is or was the holding company or subsidiary undertaking of the Registrant, or in which the Registrant or such holding company or subsidiary undertaking has or had any interest or with which the Registrant or such holding company or subsidiary undertaking is or was in any way allied or associated. This includes, without limitation, insurance against any loss or liability or any expenditure such director, officer or employee may incur, whether in connection with any proven or alleged act or omission in the actual or purported execution or discharge of his or her duties or in the exercise or purported exercise of his or her powers or otherwise in relation to his or her duties, powers or offices, whether comprising negligence, default, breach of duty, breach of trust or otherwise, in relation to the Registrant or the relevant body.

The Business Combination Agreement provides that, to the extent permitted by applicable law, for a period of six years from and after completion of the Mergers, the Registrant will indemnify and hold harmless and provide advancement of expenses to each past and present (as of completion of the Mergers) director, officer, and employee of FMCTI, Technip or any of their subsidiaries against all costs or expenses (including reasonable attorney's fees and disbursements), judgments, inquiries, fines, losses, claims, damages or liabilities incurred by such individual in connection with any civil, criminal, administrative or investigative proceeding arising out of or pertaining to any act or omission of such director, officer or employee (i) in each case, to the same extent as such person is indemnified or has the right to advancement of expenses as of May 18, 2016 by FMCTI, Technip or their subsidiaries, as applicable, pursuant to the organizational documents and indemnification agreements thereof and (ii) with respect to directors and officers, to the fullest extent permitted by applicable law, in each case for acts or omissions occurring at or prior to the completion of the Mergers.

The Business Combination Agreement further provides that, for a period of not less than six years after completion of the Mergers, the organizational documents of the Registrant (and any successor thereto) will contain provisions providing for the elimination of liability of directors, indemnification of officers and directors and advancement of expenses to the fullest extent permitted by applicable law. Additionally, for the benefit of Technip's and FMCTI's directors and officers, the Registrant will cause to be maintained for a period of six years after

completion of the Mergers the current policies of directors' and officers' liability insurance and fiduciary liability insurance maintained by Technip and FMCTI (provided that the Registrant (or its successor) may substitute another policy with at least the same coverage and amounts containing terms and conditions which are, in the aggregate, no less advantageous to the insured) with respect to claims arising from facts or events that occurred on or before completion of the Mergers; provided, however, that the Registrant is not required to spend more than 200% of the annual premiums currently paid by Technip or FMCTI, as applicable, for such insurance annually. Alternatively, the Registrant may purchase a six year "tail" prepaid policy; provided that the aggregate amount paid by the Registrant will not exceed 1200% of the annual premiums paid by Technip or FMCTI as of the date of the Business Combination Agreement, as applicable, for their current policies of directors' and officers' liability insurance and fiduciary liability insurance annually.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

A list of exhibits included as part of this Registration Statement is set forth in the Index to Exhibits appearing elsewhere herein and is incorporated herein by reference.

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

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

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) shall not apply if the information required to be included on a post-effective amendment by those paragraphs is contained in periodic reports filed by or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant 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 Houston, Texas on this 27th day of February, 2017.

TechnipFMC plc

/s/ Dianne B. Ralston (attorney-in-fact)

Name: Douglas J. Pferdehirt
Title: Director and Chief Executive Officer
(Principal Executive Officer)

/s/ Maryann T. Mannen

Name: Maryann T. Mannen
Title: Executive Vice President and Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)

/s/ Dianne B. Ralston (attorney-in-fact)

Name: Thierry Pilenko
Title: Director and Executive Chairman

/s/ Dianne B. Ralston (attorney-in-fact)

Name: Arnaud Caudoux
Title: Director

/s/ Dianne B. Ralston (attorney-in-fact)

Name: Pascal Colombani
Title: Director

/s/ Dianne B. Ralston (attorney-in-fact)

Name: Marie-Ange Debon
Title: Director

/s/ Dianne B. Ralston (attorney-in-fact)

Name: Eleazar de Carvalho Filho
Title: Director

/s/ Dianne B. Ralston (attorney-in-fact)

Name: Claire S. Farley
Title: Director

/s/ Dianne B. Ralston (attorney-in-fact)

Name: Didier Houssin
Title: Director

/s/ Dianne B. Ralston (attorney-in-fact)

Name: Peter Mellbye
Title: Director

/s/ Dianne B. Ralston (attorney-in-fact)

Name: John O'Leary
Title: Director

/s/ Dianne B. Ralston (attorney-in-fact)

Name: Richard A. Pattarozzi
Title: Director

/s/ Dianne B. Ralston (attorney-in-fact)

Name: Kay G. Priestly
Title: Director

/s/ Dianne B. Ralston (attorney-in-fact)

Name: Joseph Rinaldi
Title: Director

/s/ Dianne B. Ralston (attorney-in-fact)

Name: James M. Ringler
Title: Director

/s/ Dianne B. Ralston

Name: Dianne B. Ralston
Title: Authorized Representative in the United States

INDEX TO EXHIBITS

Exhibit Number	Description of Exhibit
3.1*	Articles of Association of TechnipFMC plc (attached as Exhibit 3.1 to TechnipFMC plc's Form 8-K filed on January 17, 2017 (File No. 333-213067))
4.1*	Amended and Restated FMC Technologies, Inc. Savings and Investment Plan, dated January 28, 2013 (incorporated by reference from Exhibit 10.20 to the Annual Report on Form 10-K of FMC Technologies, Inc. filed on February 22, 2013 (File No. 001-16489))
4.1(a)*	First Amendment to the Amended and Restated FMC Technologies, Inc. Savings and Investment Plan, dated October 3, 2013 (incorporated by reference from Exhibit 10.20.a to the Annual Report on Form 10-K of FMC Technologies, Inc. filed on February 21, 2014 (File No. 001-16489))
4.1(b)*	Second Amendment to the Amended and Restated FMC Technologies, Inc. Savings and Investment Plan, dated February 7, 2014 (incorporated by reference from Exhibit 10.20.b to the Annual Report on Form 10-K of FMC Technologies, Inc. filed on February 21, 2014 (File No. 001-16489))
4.1(c)*	Third Amendment to the Amended and Restated FMC Technologies, Inc. Savings and Investment Plan, dated April 30, 2014 (incorporated by reference from Exhibit 10.20.c to the Annual Report on Form 10-K of FMC Technologies, Inc. filed on February 24, 2016 (File No. 001-16489))
4.1(d)*	Fourth Amendment to the Amended and Restated FMC Technologies, Inc. Savings and Investment Plan, dated December 18, 2015 (incorporated by reference from Exhibit 10.20.d to the Annual Report on Form 10-K of FMC Technologies, Inc. filed on February 24, 2016 (File No. 001-16489))
4.1(e)	Fifth Amendment to the Amended and Restated FMC Technologies, Inc. Savings and Investment Plan, dated December 22, 2016
4.1(f)	Sixth Amendment to the Amended and Restated FMC Technologies, Inc. Savings and Investment Plan, dated January 13, 2017
4.2	Amended and Restated FMC Puerto Rico Savings and Investment Plan, dated as of January 1, 2000
4.2(a)	Second Amendment of FMC Puerto Rico Savings and Investment Plan, dated as of December 20, 2010
4.3*	Amended and Restated FMC Technologies, Inc. Non-Qualified Savings and Investment Plan, dated July 31, 2008 (incorporated by reference from Exhibit 10.9 to the Annual Report on Form 10-K of FMC Technologies, Inc. filed on March 1, 2010 (File No. 001-16489))
4.3(a)*	First Amendment to the FMC Technologies, Inc. Non-Qualified Savings and Investment Plan, dated October 29, 2009 (incorporated by reference from Exhibit 10.9 to the Quarterly Report on Form 10-Q of FMC Technologies, Inc. filed on November 3, 2009 (File No. 001-16489))
4.3(b)*	Second Amendment to the FMC Technologies, Inc. Non-Qualified Savings and Investment Plan, dated December 18, 2015 (incorporated by reference from Exhibit 10.14.b to the Annual Report on Form 10-K of FMC Technologies, Inc. filed on February 24, 2016 (File No. 001-16489))
5.1	Opinion of Latham & Watkins LLP (London), as to the validity of the securities being registered
23.1	Consent of PricewaterhouseCoopers Audit and Ernst & Young et Autres
23.2	Consent of KPMG LLP
23.3	Consent of Latham & Watkins LLP (London) (included in Exhibit 5.1)
24.1	Power of Attorney
99.1	FMC Technologies, Inc. International Savings and Investment Plan Summary Plan Document

* Previously filed.

**FIFTH AMENDMENT
OF
FMC TECHNOLOGIES, INC. SAVINGS AND INVESTMENT PLAN**

WHEREAS, FMC Technologies, Inc. (the “Company”) maintains the FMC Technologies, Inc. Savings and Investment Plan, as amended and restated effective January 1, 2013 (the “Plan”).

WHEREAS, the Company desires to amend the Plan to provide for (1) the full vesting of certain participant accounts and (2) the limited ability to roll over certain participant loans, both with respect to participants who cease to be employees of the Company effective June 1, 2016 as a result of the sale of the Wireline business to Reliant Oilfield Services, effective June 1, 2016;

WHEREAS, the Company desires to amend the Plan to provide for the full vesting of certain participant accounts with respect to participants who cease to be employees of the Company effective November 7, 2016 as a result of the sale of the Blending & Transfer business to Emerson, effective November 7, 2016; and

WHEREAS, the Fifth Amendment will supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of the amendment;

NOW, THEREFORE, by virtue of the authority reserved to the Company by Section 12.1 of the Plan, the Plan is hereby amended as follows, effective as of June 1, 2016, November 7, 2016 and December 22, 2016, respectively:

1. Section 4.2.9 of the Plan is hereby amended to add the following sentences to the end thereto to read as follows:

Notwithstanding any other provision of the Plan, effective June 1, 2016, the Accounts of any Participant who ceased to be an employee of the Company effective as of June 1, 2016, as a result of the sale of the Wireline business to Reliant Oilfield Services, effective June 1, 2016, shall at all times be fully vested.

Notwithstanding any other provision of the Plan, effective November 7, 2016, the Accounts of any Participant who ceased to be an employee of the Company effective as of November 7, 2016 as a result of the sale of the Blending and Transfer business to Emerson, effective November 7, 2016, shall at all times be fully vested.

2. Section 6.7.6 of the Plan is hereby amended to add the following sentence to the end thereto to read as follows:

Notwithstanding the preceding, during the period commencing June 1, 2016 and ending August 31, 2016, a Participant who ceased to be an employee of the Company effective as of June 1, 2016 as a result of the sale of the Wireline business to Reliant Oilfield Services, effective June 1, 2016, shall be permitted to roll over the Participant's outstanding loans in an eligible rollover distribution to an eligible retirement plan that is willing to accept such loan rollover.

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 22nd day of December, 2016.

FMC Technologies, Inc.

By: /s/ Maryann T. Mannen
Its: Executive Vice President & CFO

**SIXTH AMENDMENT
OF
FMC TECHNOLOGIES, INC. SAVINGS AND INVESTMENT PLAN**

WHEREAS, FMC Technologies, Inc. (the “Company”) maintains the FMC Technologies, Inc. Savings and Investment Plan, as amended and restated effective January 1, 2013 (the “Plan”).

WHEREAS, the Company desires to amend the Plan to provide for the full vesting of certain participant accounts with respect to participants who cease to be employees of the Company effective December 30, 2016 as a result of the sale of the Material Handling Chalfont business to TAKRAF USA, Inc., effective December 30, 2016; and

WHEREAS, the Sixth Amendment will supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of the amendment;

NOW, THEREFORE, by virtue of the authority reserved to the Company by Section 12.1 of the Plan, the Plan is hereby amended as follows, effective as of December 30, 2016, respectively:

1. Section 4.2.9 of the Plan is hereby amended to add the following sentences to the end thereto to read as follows:

Notwithstanding any other provision of the Plan, effective December 30, 2016, the Accounts of any Participant who ceased to be an employee of the Company effective as of December 30, 2016, as a result of the sale of the Material Handling Chalfont business TAKRAF USA, Inc., effective December 30, 2016, shall at all times be fully vested.

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 13th day of January, 2017.

FMC Technologies, Inc.

By: /s/ Maryann T. Mannen
Its: Executive Vice President & CFO

FMC PUERTO RICO

SAVINGS AND INVESTMENT PLAN

(As Amended and Restated Effective as of January 1, 2000)

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1. ESTABLISHMENT OF THE PLAN	1
SECTION 2. ELIGIBILITY AND PARTICIPATION	2
(a) Participants	2
(b) Suspension of Active Participation	2
(c) Termination of Participation	3
SECTION 3. PRE-TAX CONTRIBUTIONS	4
(a) Pre-Tax Contributions	4
(b) Changing the Rate of Pre-Tax Contributions	4
(c) Payroll Deductions	5
(d) Investment of Pre-Tax Contributions	5
(e) Transfer of Funds	5
(f) Rollover Amount From Other Plans	6
(g) After-Tax Contributions	6
SECTION 4. COMPANY CONTRIBUTIONS	9
(a) Company Contributions	9
(b) Allocation of Company Contributions	9
SECTION 5. WITHDRAWALS	10
(a) Withdrawals from After-Tax Contributions	10
(b) Hardship Withdrawals	10
(c) Age 59- 1/2 Withdrawals	10
(d) Election and Payment of Withdrawals	11
(e) Source of Payment	11
(f) Form of Payment and Valuation Date	11
(g) Limitation on Withdrawals	11
(h) Suspension for Withdrawal	11
(i) Direct Rollover Option	12
SECTION 6. LOANS	13
(a) Terms of Loans	13
(b) Limitations on Loans	13
(c) Loan Procedures	13
(d) Repayment of Loans	14
SECTION 7. VESTING	15
(a) Five-Year Vesting	15
(b) Graded Vesting	15
(c) Full Vesting	15

	<u>Page</u>
SECTION 8. DISTRIBUTABLE INTERESTS AND FORFEITURES	17
(a) Plan Benefits	17
(b) Forfeitures	17
SECTION 9. FORM OF PLAN BENEFIT	19
(a) Normal Forms of Distribution	19
(b) Optional Form of Distribution	20
(c) Additional Distribution Events	21
(d) Missing Persons	21
(e) Payments to Beneficiary	22
(f) Change of Election	23
SECTION 10. CLAIM PROCEDURE	24
(a) Application for Benefits	24
(b) Decision of Administrator	24
SECTION 11. APPEAL PROCEDURE	25
(a) The Review Panel	25
(b) Requests for a Review	25
(c) Decision on Review	25
(d) Rules and Procedures	26
(e) Exhaustion of Remedies	26
SECTION 12. FIDUCIARIES	27
(a) Named Fiduciaries	27
(b) Employment of Advisers	28
(c) Multiple Fiduciary Capacities	28
(d) Payment of Expenses	28
(e) Indemnification	28
SECTION 13. PLAN ADMINISTRATION	29
(a) Powers, Duties and Responsibilities of the Administrator and the Committee	29
(b) Investment Powers, Duties and Responsibilities of the Administrator and the Committee	30
(c) Investment of Accounts	30
(d) Valuation of Accounts	31
(e) Compensation	32
(f) Delegation of Responsibility	32
(g) Committee Members	32

	Page
(h) Appointments of Trustee	33
SECTION 14. FUNDING OF THE PLAN	34
(a) Funding Policy and Method	34
(b) Public Accountant	34
(c) Basis of Payments to the Plan	34
(d) Basis of Payments from the Plan	34
(e) Investment of Trust Assets	35
SECTION 15. PARTICIPANTS' ACCOUNTS	36
(a) Participants' Accounts	36
SECTION 16. AMENDMENT AND TERMINATION OF THE PLAN	37
(a) Future of the Plan	37
(b) Amendments	37
(c) Termination of the Plan	37
(d) Allocation of Trust Fund Upon Termination	38
SECTION 17. NONDISCRIMINATION REQUIREMENTS	39
(a) Nondiscrimination Requirements	39
(b) Nondiscrimination Test for Pre-Tax Contributions	40
(c) Leveling Method	42
(d) Income Allocable to Excess Deferrals	42
SECTION 18. GENERAL PROVISIONS	46
(a) Plan Mergers	46
(b) No Assignment of Property Rights	46
(c) Beneficiary	46
(d) Incapacity	47
(e) Employment Rights	47
(f) Voting Rights	47
(g) Rights on Tender or Exchange Offer	48
(h) Account Statements	48
(i) Choice of Law	48
(j) Participation in the Plan by an Affiliate	49
SECTION 19. DEFINITIONS	50
SECTION 20. EXECUTION	59

**FMC PUERTO RICO
SAVINGS AND INVESTMENT PLAN**

SECTION 1. ESTABLISHMENT OF THE PLAN.

The Plan was established by the Company effective January 1, 1998 as the FMC Puerto Rico Thrift and Stock Purchase Plan for the benefit of its employees in Puerto Rico. The Plan is intended to provide employees of the Company an opportunity for systematic investment, to strengthen the interest of employees in the Company and thereby promote the mutual interests of the Company, its eligible employees and its shareholders, and to provide a measure of financial security for employees and their beneficiaries. The Plan is subject to change to meet applicable rules and regulations of the Puerto Rico Treasury Department and the United States Department of Labor and for such other reasons as the Company may determine. This document is an amendment and restatement of the Plan generally effective as of January 1, 2000 and changes the name of the Plan to the FMC Puerto Rico Savings and Investment Plan.

The Plan is intended to qualify as a profit-sharing plan containing a cash or deferred arrangement under Sections 1165(a) and (e) of the Code and the trust forming a part hereof is intended to be exempt from taxation under Code Section 1165(a) and, pursuant to Section 1022(i)(1) of ERISA under Section 501(a) of the United States Internal Revenue Code of 1986. Certain capitalized terms in the Plan text are defined in alphabetical order in Section 18.

SECTION 2. ELIGIBILITY AND PARTICIPATION.

(a) **Participants.** Participation in the Plan is voluntary. An Employee becomes a Participant as of the date the Employee satisfies all of the following requirements: (i) the Employee is an Eligible Employee; (ii) the Employee is either (1) a permanent, full-time Employee, (2) is a permanent, part-time employee eligible for benefits, or (3) has completed at least 1,000 hours of service in a 12-month period beginning on the date on which he or she is first entitled to payment from the Company or an Affiliate of the Company for the performance of duties; (iii) the Employee has filed with the Administrator a form on which the Participant makes a contribution election; and (iv) the Employee's election has become effective according to the uniform and nondiscriminatory rules established by the Administrator. In place of a form, the Administrator may substitute a telephonic or electronic means of enrollment. The Regular Compensation of an Eligible Employee who so elects to participate shall be reduced by an amount equal to the Dollar Limit, but not more than 10% of his Regular Compensation, which reduced amount shall be his "Adjusted Regular Compensation." Such Eligible Employee shall become a Participant as soon as administratively feasible after enrollment.

(b) **Suspension of Active Participation.** A Participant's Active Participation in the Plan shall be suspended during the following periods of time:

- (i) any period during which he continues to be an employee of the Company but does not qualify as an Eligible Employee;
- (ii) any period for which he does not receive Regular Compensation including (without limitation) any leave of absence without pay;
- (iii) a period described in Subsection 3(a)(ii) and the last sentence of Subsection 5(h) (voluntary discontinuance of Pre-Tax Contributions);

(iv) a period described in Subsection 5(a) relating to periods of suspension following withdrawal from the After-Tax Contribution Account;
and

(v) the period falling between the date when her employment with the Company terminates and the date when her participation terminates under Subsection 2(c).

While a Participant's Active Participation is suspended, she shall neither elect any Pre-Tax Contributions nor receive any allocation of Company Contributions or Forfeitures made with respect to the period of suspended Active Participation. Vesting will continue during suspension and termination periods under (i), (iii), and (iv) above but not under (v) above. Vesting will continue only during the first 12 months of a period under (ii) above, but not thereafter. The accounts of a Participant whose Active Participation is suspended shall, subject to Subsection 3(e), remain invested in the Investment Fund, and shall continue to be credited with any earnings, appreciation or losses arising with respect thereto.

(c) **Termination of Participation.** Any Participant shall cease to participate in the Plan as of the date when her entire Plan Benefit has been distributed or on the date of her death.

SECTION 3. PRE-TAX CONTRIBUTIONS.

(a) Pre-Tax Contributions.

(i) **Election.** While a Participant's Active Participation is not suspended he may elect to have contributed to the Trust out of the amount of his compensation reduction provided in Subsection 2(a), a "Pre-Tax Contribution." A Participant may elect an annual rate of Pre-Tax Contributions of at least 2% and up to 10% (in whole percentages) of his Regular Compensation, but not more than the Dollar Limit per Year by filing the prescribed application form with the Administrator. In place of a form, the Administrator may substitute a telephonic or electronic means of election. No Participant shall be permitted to have Pre-Tax Contributions made under this Plan during any Year that, when aggregated with elective deferrals (within the meaning of Code Section 1165(e)(7)(A)) made under all other plans of the Company during such Year, such contributions exceed the Dollar Limit. Such election shall be effective as soon as administratively feasible following the date such election is received by the Administrator, shall have no retroactive effect and shall remain in force until revoked as provided in Section 3(b).

(ii) **Discontinuance.** A Participant may elect at any time the discontinuance of future Pre-Tax Contributions in the form and manner prescribed by the Administrator. Such discontinuance shall become effective as soon as administratively feasible following the date such discontinuance is received by the Administrator.

(b) **Changing the Rate of Pre-Tax Contributions.** A Participant may at any time elect to change her rate of Pre-Tax Contributions to any other rate available to her under Subsection 3(a) above. Any election under this Subsection 3(b) shall be made in the form and manner prescribed by the Administrator and shall be effective as soon as administratively feasible following the date such change is received by the Administrator.

(c) **Payroll Deductions.** Pre-Tax Contributions shall be made only through periodic payroll deductions, unless the Company or its delegate consents to another method of payment. All Pre-Tax Contributions withheld during a calendar month shall be paid to the Trustee as of the earliest date on which such contributions can reasonably be segregated from the Company's general assets but no later than the 15th business day of the month following the month in which the amounts would have been paid to the Participant but for the Participant's election pursuant to Subsection 3(a). The provisions of the United States Department of Labor Regulations, Section 2510.3-102, are incorporated herein by reference.

(d) **Investment of Pre-Tax Contributions.** A Participant's Pre-Tax Contributions shall be invested in the available Investment Funds, as determined in Section 13(c). A Participant may change such election prospectively in the form and manner prescribed by the Administrator. Such change shall be effective as soon as administratively feasible following the date such change is received by the Administrator.

(e) **Transfer of Funds.** At anytime a Participant may elect to transfer among any of the Investment Funds, except for the Stock Fund, the entire balance (if any) of her After-Tax Contributions Account, and Pre-Tax Contributions Account then invested in any of such funds, or any portion of the aggregate balance of those accounts. Any election under this Subsection 3(e) shall be made in the form and manner prescribed by the Administrator, and such transfer shall be made effective as soon as administratively feasible following the date such request for transfer is received by the Administrator. For purposes of accounting for such a transfer, the value of the Participant's balance in the account or portion thereof transferred shall be determined as of each Valuation Date. Participant may transfer the entire balance (if any) of her After-Tax Contributions Account and Pre-Tax Contributions, or any portion of the aggregate balance of those accounts in to the Stock Fund at any time, but transfers of such accounts out of the Stock Fund are subject to the restrictions of Section 13(c) (iii) hereof.

(f) **Rollover Amount From Other Plans.** An Eligible Employee, regardless of whether she has elected to otherwise participate in the Plan, may transfer to the Trust Fund amounts from other qualified plans which meet the requirements of Section 1165(a) of the Code (the "Other Plan"), subject to refund upon any subsequent contrary determination by the Puerto Rico Treasury Department. The procedures approved by the Administrator shall provide that such a transfer may be made only if the following conditions are met:

(i) the transfer occurs on or before the 60th day following the Eligible Employee's receipt of the distribution from the Other Plan; and

(ii) the amounts transferred are either employer or pre-tax employee contributions (or earnings thereon) and/or after-tax contributions or earnings thereon that were held in the Other Plan.

The Administrator shall develop such procedures, and may require such information from an Eligible Employee desiring to make such a transfer, as it deems necessary or desirable to determine that the proposed transfer will meet the requirements of this Subsection. Upon approval by the Administrator, the amount transferred shall be deposited in the Trust Fund, and held for the benefit of the Eligible Employee in an Employee Rollover Contributions Account. The Employee Rollover Contributions Account shall share in the earnings and appreciation of the Investment Fund in which it is invested in accordance with Subsection 14(e), but shall not share in Company Contributions and Forfeitures.

(g) **After-Tax Contributions.**

(i) **Election.** A Participant who has no currently effective election of Pre-Tax Contributions or who has a currently effective election of Pre-Tax Contributions equal to the Dollar Limit (but no more than 10% of his Regular Compensation may elect to make "After-Tax Contributions." A Participant may, by filing the prescribed application form

with the Administrator, elect a rate of After-Tax Contributions of at least 2% (in whole percentages) of his Regular Compensation, of up to 10% and that when aggregated with the rate of his Pre-Tax Contributions cannot together total more than 20% of his Regular Compensation. Such election shall be made in the form and manner prescribed by the Administrator (including telephonically or electronically if so authorized by the Administrator), and shall be effective as soon as administratively feasible following the date such election form is received by the Administrator.

(ii) **Discontinuance**. A Participant may elect at any time in the form and manner prescribed by the Administrator the discontinuance of future Pre-Tax Contributions, effective as soon as administratively feasible following the date such request is received by the Administrator.

(iii) **Changing the Rate of After-Tax Contributions**. A Participant may at any time elect to change her rate of After-Tax Contributions to any other rate available to her under Subsection 3(g)(i) above. Any election under this Subsection 3(g)(iii) shall be made in the form and manner prescribed by the Administrator (including telephonically or electronically, if so authorized by the Administrator), and shall be effective as soon as administratively feasible following the date the change is received by the Administrator.

(iv) **Payroll Deductions**. After-Tax Contributions shall be made only through periodic payroll deductions, unless the Company or its delegate consents to another method of payment. All After-Tax Contributions withheld during a calendar month shall be paid to the Trustee as of the earliest date on which such contributions can reasonably be segregated from the Company's general assets but not later than the 15th business day of the month following the month in which the amounts would have been paid to the Participant but for the Participant's election pursuant to Subsection 3(g)(1). The provisions of United States Department of Labor Regulations Section 2510.3-102 are incorporated herein by reference.

(v) **Investment of After-Tax Contributions.** A Participant's After-Tax Contributions shall be invested in the same manner as his Pre-Tax Contributions (if any) as elected under Subsection 3(d). If the Participant has no currently effective election of Pre-Tax Contributions, he may elect to invest his After-Tax Contributions in the manner provided in Section 3(d).

SECTION 4. COMPANY CONTRIBUTIONS.

(a) **Company Contributions.** For each contribution period as defined in Subsection (b) below, the Company shall make a “Company Contribution” equal to: (i) the applicable percentage of all Basic Contributions made for such contribution period invested in the Stock Fund, plus (ii) the applicable percentage of all Basic Contributions made for such contribution period invested in each Investment Fund other than in the Stock Fund, less (iii) any Forfeitures credited against the Company Contribution for that contribution period. No Company Contributions will be made with respect to Supplemental Contributions. The Administrator shall determine the applicable percentages for any Plan Year prior to the beginning of such Plan Year.

It is currently anticipated that the applicable percentage will be different for Basic Contributions invested in the Stock Fund than for Basic Contributions invested in Other Investment Funds.

The Company shall communicate the rate of Company Contributions as part of the first general communication to participants after such rate is determined.

(b) **Allocation of Company Contributions.** The Company Contribution for any contribution period shall be paid to the Trustee as soon as practicable, (but no later than the due date (including extensions) of the Company’s income tax return for the fiscal year of the Company ending with or within the Plan Year). The Company Contribution shall be apportioned among the Company Contributions Accounts of all Participants who elected any Basic Contributions for such contribution period by multiplying the Participant’s Basic Contributions for such contribution period by the applicable percentages determined for the Participant, as described above. All Company Contributions and Forfeitures allocated to Company Contributions Accounts shall be invested in the Stock Fund, and shall be subject to the restrictions detailed in Section 13(c)(iii) hereof. The contribution period is each calendar month.

SECTION 5. WITHDRAWALS.

(a) **Withdrawals from After-Tax Contributions**. Any Participant may withdraw for any reason all or part of the balance of her After-Tax Contributions Account.

(b) **Hardship Withdrawals**. A Participant who encounters a "Financial Hardship," resulting in an immediate and heavy financial need, may withdraw an amount necessary to satisfy that need, including, all or part of his aggregate Pre-Tax Contributions (excluding any earnings attributable to such account) not previously withdrawn, but not more than the current value of those contributions at the time the withdrawal is paid. The Administrator shall determine whether an event constitutes a Financial Hardship. Subject to the review procedure described in Section 10, such determination shall be conclusive and binding on all persons. The following expenditures will be conclusively considered to be made on account of immediate and heavy financial need: (i) medical expenses described in Section 1023(aa)(2)(p) of the Code incurred by the Participant, the Participant's spouse, or any dependent of the Participant; (ii) purchase (excluding mortgage payments) of a principal residence for the Participant; (iii) payment of tuition for the next twelve months of post-secondary education for the Participant, or the Participant's spouse, children, or dependents; (iv) expenditures to prevent the eviction of the Participant from the Participant's principal residence or foreclosure on the mortgage of the Participant's principal residence; and (v) expenses incurred for the funeral of a member of the Participant's immediate family. In determining whether a withdrawal is necessary to satisfy a financial need, the Administrator may reasonably rely upon the Participant's representation that the need cannot be met by insurance, reasonable liquidation of assets (not itself creating a hardship) or, cessation of Pre-Tax Contributions and After-Tax Contributions.

(c) **Age 59-1/2 Withdrawals**. A Participant who has attained age 59- 1/2 may withdraw for any reason his entire After-Tax Contributions Account (if any), his entire Pre-Tax Contributions Account, and his entire Company Contributions Account. Except as provided in Subsection (h) below, upon such a withdrawal the Participant will not incur any suspension of Active Participation and will continue to have the right to elect to make contributions to the Plan in the same manner he had prior to the withdrawal.

(d) **Election and Payment of Withdrawals.** A request to make a withdrawal, and any election of a source of payment under Subsection 5(e) below, shall be filed with the Administrator in the prescribed manner which may include telephonic or electronic procedures. A withdrawal request is effective as soon as administratively feasible after the Participant's election has been received by the Administrator.

(e) **Source of Payment.** A Participant who, under Subsection 5(a), withdraws less than the entire value of his After-Tax Contributions Account, and who has interests in more than one Investment Fund may specify whether such withdrawal shall be entirely from one fund or from more than one fund in specified parts. The withdrawal from such Account shall not exceed the Participant's aggregate After-Tax Contributions placed in such Account and not previously withdrawn.

(f) **Form of Payment and Valuation Date.** All withdrawals shall be paid in cash or in shares of stock, as elected by the Participant. The Participant's interest in the Investment Fund shall be valued as of the Valuation Date in the month in which such withdrawal request is effective, as defined in Subsection 5(d).

(g) **Limitation on Withdrawals.** No hardship withdrawal shall be in an amount less than \$500. No Participant may make a withdrawal after the Plan is terminated pursuant to Section 15, and no Participant who has notice that the Plan will be so terminated may make a withdrawal.

(h) **Suspension for Withdrawal.** The Active Participation of any Participant who makes a withdrawal from her Pre-Tax Contributions Account under this Plan shall be suspended for twelve months. A Participant whose Active Participation has been so suspended may resume Active Participation as soon as administratively feasible after the Participant elects reinstatement in the manner prescribed by the Administrator.

(i) **Direct Rollover Option.** Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Participant's election under this Subsection 5(i), a Participant, may elect, at the time and manner prescribed by the Administrator, to have his total Plan Benefits paid directly to a retirement plan which is qualified under Section 1165(a) of the Code that accepts the Participant's rollover or into an individual retirement account described in Code Section 1169(a).

SECTION 6. LOANS.

(a) **Terms of Loans.** Any Participant or Beneficiary may borrow from the Plan as provided in this Section 6. (References to Participants in this Section shall include Beneficiaries). Loans shall not be made available to Highly Compensated Employees in an amount greater than the amount made available to other employees. The minimum amount that may be borrowed is \$1,000. The maximum amount that may be borrowed is the lesser of (i) \$50,000 (reduced by the highest outstanding loan balance of that Participant for the prior 12 months) and (ii) 50 per cent of the Participant's vested Plan Benefit. The period of repayment for any loan shall be no longer than five (5) years. A Participant may prepay a loan in a lump sum on any date more than three (3) months after the loan is made. Each loan shall be secured by the Participant's Plan Benefit. For the purposes of determining the portion of a Participant's Plan Benefit that is distributable by withdrawal or otherwise, and the portion of a Participant's Accounts that are subject to the allocation of earnings, appreciation, or depreciation, the amount of a loan will be deducted from the Participant's accounts in the following order: (i) the After-Tax Contributions Account (if any), (ii) the Pre-Tax Contributions Account, and (iii) the vested portion of the Company Contributions Account when the loan is made. A partial deduction to an account will be allocated according to the Participant's then current investment election. Each loan shall bear interest at a reasonable rate of interest determined by the Committee or its delegate at the time the loan is made.

(b) **Limitations on Loans.** No loan shall be made to a Participant who has more than two outstanding loans, who the Committee or its delegate determines to have insufficient monthly net base pay to repay the loan or, in the discretion of the Committee, who has defaulted on a previous loan from the Plan.

(c) **Loan Procedures.** A Participant may apply for a loan in the form and manner prescribed by the Administrator. A borrowing Participant will be required to sign a collateral promissory note secured by the Participant's Plan Benefit and will receive a Federal Truth-In-Lending Disclosure Statement. A Participant's accounts will be valued on the Valuation Date in which the loan is requested, and the loan will be disbursed as soon as practicable after that Valuation Date. All fees and expenses incurred in connection with a loan obligation of the Participant will be borne solely by the Participant's Account.

(d) **Repayment of Loans.** Each loan will be repaid through payroll deductions beginning with the first payroll period of the month following the month in which the loan is disbursed. If a Participant's employment is suspended such that the Participant is no longer receiving a paycheck, the Participant shall make substantially level monthly loan repayments directly to the Plan. A Participant's loan repayments will, at his or her request, be suspended during the time he or she is absent as a result of qualifying military service (as determined under the United States Uniformed Services Employment and Reemployment Rights Act). Monthly loan payments of principal and interest will be credited to the accounts of a Participant from which deducted in reverse of the order provided in Subsection 6(a), but allocated among the Investment Funds according to the Participant's investment election when the repayment is made. A lump sum payment will be credited among the Investment Funds in proportion to its original deduction from those funds. If a Participant's employment terminates any outstanding loan balance must be repaid or the loan will be in default and the outstanding loan balance will be deducted from any distribution of the Participant's Plan Benefit, resulting in a taxable distribution to the Participant. Notwithstanding the above, the Committee (or the delegate) may, in its sole discretion, allow terminated Participants to continue to repay loans under such uniform and nondiscriminatory rules as the Committee (or its delegate) determines, where the Participant has been terminated due to a transaction or a permanent reduction in force.

SECTION 7. VESTING.

(a) **Five-Year Vesting.** A Participant shall become fully vested in his entire Company Contributions Account when he completes five Years of Service.

(b) **Graded Vesting.** A Participant who is not fully vested under Subsection 7(a) shall become vested in his Company Contributions Account, on the first day following completion of a given Year of Service in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage of Company Contributions Account Vested</u>
Less than 2	0%
2 but less than 3	20%
3 but less than 4	40%
4 but less than 5	60%

(c) **Full Vesting.** Notwithstanding Subsections 7(a) and (b) above, a Participant shall become vested in his entire Company Contributions Account if one of the following events occurs:

(i) he attains age 55 while employed by the Company or one of its Affiliates;

(ii) he becomes permanently and totally disabled as determined by FMC on the basis of competent medical evidence. Subject to the review procedure described in Section 11, such determination shall be conclusive and binding upon all persons;

(iii) he dies while employed by the Company or one of its Affiliates;

(iv) he ceases to be an Employee because of a permanent shut down of a single site of employment or of one or more facilities operating units within a single site of employment; or

(v) he is employed by the Company or one of its Affiliates involved in a transaction and the Committee, in its discretion, fully vests the Participant in connection with the transaction.

(d) A Participant shall at all times be vested in his entire After-Tax Contributions, Employee Rollover Contributions and Pre-Tax Contributions Accounts.

(e) If a Participant is hired by the Company or one of its Affiliates as a result of an acquisition, the Committee (or its delegate) may, in its discretion, give the Participant and all other Participants hired under the same circumstances as a result of the same acquisition, credit for service with a prior employer for purposes of vesting.

SECTION 8. DISTRIBUTABLE INTERESTS AND FORFEITURES.

(a) **Plan Benefits.** If a Participant's employment with the Company terminates, if he becomes permanently and totally disabled, if he attains age 70- 1/2, or if he elects under Subsection 9(g) to have his Plan Benefit distributed to him, he will be entitled to receive (i) his entire After-Tax Contributions Account, (ii) his entire Pre-Tax Contributions Account, (iii) his entire Employee Rollover Contributions Account, and (iv) the portions (if any) of his Company Contributions Account that are vested under Section 7 as soon as administratively feasible after such employment terminates.

(b) **Forfeitures.** If a Participant is not entitled to receive 100% of his Company Contributions Account under Subsection 7(a), (b), or (c) on the date when his employment with the Company terminates, the non-vested portion shall be forfeited as of such date. If such Participant is reemployed by the Company within five (5) years from the date of termination, the forfeited amount shall be reinstated to his Company Contributions Account and may vest pursuant to Section 7. If such Participant terminates his employment with the Company a second time before he is 100% vested in his Company Contributions Account, the amount payable from those accounts shall be computed for that account as follows:

- (i) add the amount of the prior payment from the account to current balance of the account;
- (ii) apply the Participant's current vesting percentage (based upon all his Years of Service) to the total obtained in (i) above; and
- (iii) subtract from the amount obtained in (ii) above the amount of the prior payment from the account.

The result is the amount payable to him from that account. All amounts which are forfeited during a calendar month will be used to pay the administrative expenses of the Plan in the following order: Trustee's fees, communications to Participants, nondiscrimination testing, qualified domestic relations order administration, enrollment fees, required minimum distribution fees, auditors' fees, consulting and legal fees and other similar administrative expenses. Any remaining forfeitures during a month will be debited against the appropriate Company Contribution Account, and credited toward the Company's obligation to make Company Contributions in succeeding months. Any remaining forfeitures during a month will be used to pay fees associated with Participant communications to Participants involved in an acquisition or divestiture and Participant account adjustments, as determined by the Committee or its delegate. While awaiting allocation, until such time as the Company applies forfeitures to the purposes described above, they will be invested in a default fund selected by the Company. Notwithstanding the foregoing, if a Participant's termination of employment is due to a "maternity or paternity leave," then this Subsection 8(b) shall be read by substituting the number "six (6)" for the number "five (5)" wherever it appears herein. For the purposes of this Plan, "maternity or paternity leave" means termination of employment or absence from work due to the pregnancy of the Participant, the birth of a child of the Participant, the placement of a child in connection with the adoption of the child by a Participant, or the caring for a Participant's child during the period immediately following the child's birth or placement for adoption. The Committee shall determine, under rules of uniform application and based on information provided to the Committee by the Participant, whether or not the Participant's termination of employment or absence from work is due to "maternity or paternity leave."

SECTION 9. FORM OF PLAN BENEFIT.

(a) Normal Forms of Distribution.

(i) **Lump Sum Payment.** A Participant's Plan Benefit shall be distributed to him (or to his Beneficiary if such Participant dies before the Distribution Date), unless an installment distribution is elected pursuant to Subsection 9(b)(ii), in the form of a lump sum. Such distribution shall consist of (i) a check for the value of his interests (if any) in the Stock Fund, or, if the Participant elects to receive stock, a certificate for whole shares of Stock, with a check for any fractional share, representing his vested interest (if any) in the Stock Fund, (ii) a check for the value of his interests (if any) in the Investment Funds, and (iii) a check for the value of his vested interest in the Stock Fund to the extent not previously invested in Stock.

(ii) **Distribution Date.** A Participant's Plan Benefit shall be distributed to such Participant (or to such Participant's Beneficiary if such Participant has died before the Distribution Date) as soon as practicable after the Participant's termination of employment, but not later than 60 days after the close of the Plan Year in which such termination occurs, unless distribution is deferred pursuant to Subsection 9(b). Provided, however, that a Participant must begin to receive his or her benefit no later than his or her "Required Beginning Date." The Required Beginning Date of a Participant who reaches age 70 1/2 on or after January 1, 2000 is April 1 of the Year following the Year in which the Participant reaches age 70 1/2 or, if later, retires. The required beginning date of a Participant who reaches age 70 1/2 before January 1, 2000, is April 1 of the Year following the Year in which the Participant attains age 70 1/2. Notwithstanding the above, if a Participant is a 5% owner for the Plan Year ending in the Year in which he reaches age 70 1/2, his Required Beginning Date is April 1 of the following Year, and he cannot defer distribution until after he retires.

(b) Optional Form of Distribution.

(i) **Participant's Election to Defer.** With respect to a Participant whose employment terminates and whose Plan Benefit is valued at \$5,000 or more, the distribution or commencement of distribution of the Participant's Plan Benefit (including the Participant's share, if any, of the Company Contributions and Forfeitures for the Plan Year in which the Participant's employment with the Company terminates) will be deferred to the later of (i) the Participant's Required Beginning Date; or (ii) the Year in which the Participant retires unless the Participant elects an immediate distribution as provided in Subsection 9(a)(ii). A Participant may so defer a portion of the Plan Benefit and receive an immediate distribution of the balance of it.

(ii) **Systematic Withdrawal Payments.** A Participant entitled to elect to defer distribution of his Plan Benefit under Subsection 9(b)(i) may elect to have the distribution paid in cash over specified period (annual, quarterly or monthly) of not more than 20 years. Such election must be filed with the Company or its designate upon termination, before the Participant dies, or before the Committee determines that the Participant is permanently and totally disabled, as the case may be, and shall, except as provided in Subsection 9(f), be irrevocable. The election shall specify the number of payments. If a systematic withdrawal payment election is made, the Plan Benefit shall be distributed according to the Participant's election as follows: The value of Stock and/or cash to be distributed in each payment shall be determined by the value of the Participant's investment in the FMC Stock Fund. The amount payable with respect to the FMC Stock Fund portion of the payment shall be determined as of the Valuation Date immediately preceding the date payment is made.

(iii) **Valuation Date.** The Plan Benefit of a Participant who makes an election to defer distribution or to receive a systematic withdrawal payment under Subsections 9(b)(i) or (ii) above, shall remain invested in the Trust Fund in the manner selected under Subsection 13(c) and shall be subject to the earnings and appreciation or depreciation applicable thereto until the Valuation Date preceding the final distribution designated by the Participant.

(c) **Additional Distribution Events.** A Participant is eligible to receive a lump sum distribution of his or her account under any of the sets of circumstances described below.

(i) The Plan is terminated and another defined contribution plan is not established in its place. Neither an employee stock ownership plan nor a simplified employee pension plan counts as another defined contribution plan for this purpose.

(ii) A participating Employer that is a corporation disposes of substantially all of the assets used in a trade or business to an unrelated corporation, and the Participating Employer continues to maintain this Plan after the disposition. In such a case, only Employees who continue employment with the corporation acquiring the assets may receive lump sum distribution.

(iii) A Participating Employer that is a corporation disposes of its interest in a subsidiary to an unrelated entity, and the Participating Employer continues to maintain this Plan. In such a case, only Employees who continue employment with the subsidiary may receive a lump sum distribution.

(d) **Missing Persons.** If the Administrator and the Trustee shall be unable, within two years after any amount becomes due and payable from the Plan to a Participant or Beneficiary, to make payment because the identity or whereabouts of such person cannot be ascertained, the Administrator may mail a notice by registered mail to the last known address of such person outlining the following action to be taken unless such person makes written reply to the Administrator within 60 days from the mailing of such notice: The Administrator may direct that amount and all further benefits with respect to such person shall be discontinued and all liability for the payment thereof shall

terminate: provided, however, that in the event of the subsequent reappearance of the Participant or Beneficiary prior to termination of the Plan, the benefits which were due and payable and which such person missed shall be paid in a single sum, and the future benefits due such person shall be reinstated in full. Any benefits discontinued as provided above, including benefits attributable to After-Tax Contributions, Pre-Tax Contributions, Employee Rollover Contributions, and Company Contributions, shall be treated as a Forfeiture under Subsection 8(b).

(e) **Payments to Beneficiary.** A Beneficiary entitled to a distribution under this Plan may ask that any unpaid Plan Benefit be distributed by one of the forms of distribution specified in the foregoing provisions of this Section 9, subject to the approval of the Committee and to the following limitations:

(i) If the distribution of a Participant's Plan Benefit in systematic withdrawal payments under Subsection 9(b)(ii) has begun and the Participant dies before her entire Plan Benefit has been distributed to her, the remaining portion of such interest shall be distributed at least as rapidly as under the systematic withdrawal payment method selected as of her date of death.

(ii) If a Participant dies before she has begun to receive any distributions of her Plan Benefit, her Plan Benefit shall be distributed to her Beneficiaries within 5 years after her death.

(iii) The 5-year distribution requirement of Subsection 9(e)(ii) shall not apply to any portion of the deceased Participant's Plan Benefit which is payable to or for the benefit of a designated Beneficiary. For purposes of this Subsection 9(e), "designated Beneficiary" shall include any person to whom a Participant's Plan Benefit is paid pursuant to Subsection 18(c). In such event, such portion may be distributed in not more than systematic withdrawal payment of not more than 20 years, provided such distribution begins not later than one (1) year after the date of the Participant's death (or such later date as may be prescribed by Treasury regulations).

Except, however, in the event the Participant's spouse is her Beneficiary, the requirement that distributions commence within one year of a Participant's death shall not apply. In lieu thereof, such distribution must commence no later than the date on which the deceased Participant would have attained age seventy and one-half (70 1/2). If the surviving spouse dies before the distributions to such spouse begin, then the 5-year distribution requirement of Subsection 9(e)(ii) shall apply as if the spouse were the Participant.

(f) **Change of Election.** Any Participant (or the Participant's Beneficiary if the Participant has died) who has made an election to defer distribution or to receive a systematic withdrawal payment distribution (whether or not such systematic withdrawal payments have commenced) under Subsections 9(b)(i) or (ii) above, may subsequently elect to have the entire amount then credited to the Participant's Plan Benefit account distributed immediately in a lump sum or elect to have installment payments commence in a year earlier than the year originally elected. Any other type of change in a Participant's or Beneficiary's deferral election, including without limitation, the earlier distribution of part of the amount credited to a Participant's Plan Benefit account, a change from lump sum payments to installment payments or the postponement of a distribution or the commencement of installment payments, may be made only before distributions have begun.

SECTION 10. CLAIM PROCEDURE.

(a) **Application for Benefits.** Any application for benefits under the Plan and all inquiries concerning the Plan shall be submitted to the Administrator at such address as may be announced to Participants from time to time. Applications for benefits shall be in writing on the form prescribed by the Administrator and shall be signed by the Participant or, in the case of a benefit payable after the death of the Participant, by the Participant's Beneficiary.

(b) **Decision of Administrator.** The Administrator shall give written notice of its decision or any application to the applicant within 90 days. If special circumstances require a longer period of time, the Administrator shall so notify the applicant within 90 days, and give written notice of its decision to the applicant within 180 days after receiving the application. In the event any application for benefits is denied in whole or in part, the Administrator shall notify the applicant in writing of the right to a review of the denial. Such written notice shall set forth, in a manner calculated to be understood by the applicant, specific reasons for the denial, specific references to the Plan provisions on which the denial is based, a description of any information or material necessary to perfect the application, an explanation of why such material is necessary and an explanation of the Plan's review procedure.

SECTION 11. APPEAL PROCEDURE.

(a) **The Review Panel.** The Company shall appoint a “Review Panel” which shall consist of three or more individuals who may (but need not) be employees of the Company. The Review Panel shall be the named fiduciary which has the authority to act with respect to any appeal from a denial of benefits under the Plan.

(b) **Requests for a Review.** Any person whose application for benefits is denied in whole or in part (or the applicant’s authorized representative) may appeal from the denial by submitting to the Review Panel a request for a review of the application within three months after receiving written notice of the denial. The Administrator shall give the applicant or such representative an opportunity to review pertinent materials (other than legally privileged documents) in preparing such request for review. The request for review shall be in writing and addressed as follows: “Review Panel under the FMC Puerto Rico Savings and Investment Plan, 200 East Randolph Drive, Chicago, Illinois 60601.” The request for review shall set forth all of the grounds on which it is based, all facts in support of the request and any other matters which the applicant deems pertinent. The Review Panel may require the applicant to submit such additional facts, documents or other material as it may deem necessary or appropriate in making its review.

(c) **Decision on Review.** The Review Panel shall act upon each request for review within 60 days after receipt thereof unless special circumstances require further time for processing, but in no event shall the decision on review be rendered more than 120 days after the Review Panel receives the request for review. The Review Panel shall give prompt, written notice of its decision to the Administrator and to the applicant. In the event the Review Panel confirms the denial of the application for benefits in whole or in part, such notice shall set forth, in a manner calculated to be understood by the applicant, the specific reasons for such denial and specific references to the Plan provisions on which the decision is based.

(d) **Rules and Procedures.** The Review Panel shall establish such rules and procedures, consistent with ERISA and the Plan, as it may deem necessary or appropriate in carrying out its responsibilities under this Section 11.

(e) **Exhaustion of Remedies.** No legal or equitable action for benefits under the Plan shall be brought unless and until the claimant (i) has submitted a written application for benefits in accordance with Subsection 10(a), (ii) has been notified by the Administrator that the application is denied, (iii) has filed a written request for a review of the application in accordance with Subsection 11(b) above, and (iv) has been notified in writing that the Review Panel has affirmed the denial of the application; provided that legal action may be brought after the Review Panel has failed to take any action on the claim within the time prescribed in Subsections 10(b) or 11(c) above.

SECTION 12. FIDUCIARIES

(a) Named Fiduciaries.

(i) The Company is the Plan sponsor and a “named fiduciary,” as that term is defined in ERISA Section 402(a)(2), with respect to control over and management of the Plan’s assets only to the extent that it (a) delegates its authorities and duties as “plan administrator” (as defined under ERISA) to FMC or the Committee; and (b) continually monitors the performance of FMC or the Committee.

(ii) The Company as Administrator, FMC and the Committee, which administers the Plan at the Administrator’s direction, are “named Fiduciaries” of the Plan, as that term is defined in ERISA Section 402(a)(2), with authority to control and manage the operation and administration of the Plan. The Administrator is also the “administrator” and “plan administrator” of the Plan, as those terms are defined in ERISA Section 3(16)(A).

(iii) The Trustee is a “named fiduciary” of the Plan, as that term is defined in ERISA Section 402(a)(2), with authority to manage and control all Trust assets, except to the extent that authority is allocated under the Plan and Trust to the Administrator or is delegated to an Investment Manager, an insurance company, or the Plan Participants at the direction of the Administrator or the Committee.

(iv) The Company, the Committee, FMC, the Administrator and Trustee are the only named fiduciaries of the Plan.

(b) Employment of Advisers

A named fiduciary, and any fiduciary appointed by a named fiduciary, may employ one or more persons to render advice regarding any of the named fiduciary's or fiduciary's responsibilities under the Plan.

(c) Multiple Fiduciary Capacities

Any named fiduciary and any other fiduciary may serve in more than one fiduciary capacity with respect to the Plan.

(d) Payment of Expenses

All Plan expenses, including expenses of the Administrator, the Committee, the Trustee, any investment manager and any insurance company, will be paid by the Trust Fund, unless a Participating Employer elects to pay some or all of those expenses. All or a portion of the recordkeeping costs or charges imposed or incurred (if any) in maintaining the Plan will be charged on a per capita basis to the Account of each Participant. In addition, all charges imposed or incurred (if any) for an Investment Fund or a transfer between Investment Funds will be charged to the Account of the Participant directing that investment. In addition, all charges imposed or incurred for a Participant loan will be charged to the Account of the Participant requesting the loan.

(e) Indemnification

To the extent not prohibited by the law of the Commonwealth of Puerto Rico or federal law, each Participating Employer agrees to, and will indemnify and save harmless the Administrator, any past, present, additional or replacement member of the Committee, and any other Employee, officer or director of that Participating Employer, from all claims for liability, loss, damage (including payment of expenses to defend against any such claim) fees, fines, taxes, interest, penalties and expenses which result from any exercise or failure to exercise any responsibilities with respect to the Plan, other than willful misconduct or willful failure to act.

SECTION 13. PLAN ADMINISTRATION

(a) Powers, Duties and Responsibilities of the Administrator and the Committee

(i) The Administrator and the Committee have full discretion and power to construe the Plan and to determine all questions of fact or interpretation that may arise under it. An interpretation of the Plan or determination of questions of fact regarding the Plan by the Administrator or Committee will be conclusively binding on all persons interested in the Plan.

(ii) The Administrator and the Committee have the power to promulgate such rules and procedures, to maintain or cause to be maintained such records and to issue such forms as they deem necessary or proper to administer the Plan.

(iii) Subject to the terms of the Plan, the Administrator and/or the Committee will determine the time and manner in which all elections authorized by the Plan must be made or revoked.

(iv) The Administrator and the Committee have all the rights, powers, duties and obligations granted or imposed upon them elsewhere in the Plan.

(v) The Administrator and the Committee have the power to do all other acts in the judgment of the Administrator or Committee necessary or desirable for the proper and advantageous administration of the Plan.

(vi) The Administrator and the Committee will exercise all of their responsibilities in a uniform and nondiscriminatory manner.

(b) Investment Powers, Duties and Responsibilities of the Administrator and the Committee

(i) The Administrator and the Committee have the power to make and deal with any investment of the Trust in any manner it deems advisable and which is consistent with the Plan.

(ii) The Administrator and the Committee will establish and carry out a funding policy and methods consistent with the objectives of the Plan and the requirements of ERISA.

(c) Investment of Accounts

(i) The Administrator or, as delegated by the Administrator, the Committee, may establish such different Investment Funds as it from time to time determines to be necessary or advisable for the investment of Participants' Accounts, including Investment Funds pursuant to which Accounts can be invested in "qualifying employer securities," as defined in Part 4 of Title I of ERISA. Each Investment Fund will have the investment objective or objectives established by the Administrator or Committee. Except to the extent investment responsibility is expressly reserved in another person, the Administrator or the Committee, in its sole discretion, will determine what percentage of the Plan assets is to be invested in qualifying employer securities. The percentage designated by the Administrator can exceed ten percent of the Plan's assets, up to a maximum of all of the Plan's assets.

(ii) Except as provided in Subsection (c)(iii), the Administrator or, as delegated by the Administrator, the Committee, may in its sole discretion permit Participants to determine the portion of their Accounts that will be invested in each Investment Fund. The frequency with which a Participant may change his or her investment election concerning

future Pre-Tax Contributions or his or her existing Account will be governed by uniform, nondiscriminatory rules established by the Administrator or the Committee. Except for amounts governed by Subsection (c)(iii) below, the Plan is intended to comply with and be governed by Section 404(c) of ERISA.

(iii) Notwithstanding Subsection (c)(ii), Company Contributions must be invested in the Stock Fund, and may not be invested in any other Investment Fund. Also notwithstanding Subsection (b), a Participant may transfer amounts out of the Stock Fund only if he or she is at least 55 years old, and no more frequently than once per year. Effective October 1, 1999, a Participant may transfer Basic Contributions out of the Stock Fund only if he or she is at least 50 years old, and no more frequently than once per year. Also, effective October 1, 1999, a Participant may transfer supplemental contributions (employee contributions to the Plan that are not matched) and Rollover Contributions Out of the Stock Fund as frequently as he may transfer out of any other Investment Fund.

(d) Valuation of Accounts

A Participant's Accounts will be revalued at fair market value on each Valuation Date. On each Valuation Date, the earnings and losses of the Trust will be allocated to each Participant's Account in the ratio that his or her total Account Balance bears to all Account Balances. Notwithstanding the foregoing, if the Administrator or Committee establishes Investment Funds pursuant to Subsection (c) above, the earnings and losses of the particular Investment Funds will be allocated in the ratio that the portion of each Participant's account invested in a particular Investment Fund bears to the total amount invested in that fund. If and to the extent the rules of any Investment Fund require a different valuation, those rules will be applied.

(e) **Compensation**

Each person providing services to the Plan will be paid such reasonable compensation as is from time to time agreed upon between the Company and that service provider, and will have his, her or its expenses reimbursed. Notwithstanding the foregoing, no person who is an Employee will be paid any compensation for his or her services to the Plan.

(f) **Delegation of Responsibility**

The Administrator and the Committee may designate by written instrument one or more actuaries, accountants or consultants as fiduciaries to carry out, where appropriate, their administrative responsibilities, including their fiduciary duties. The Committee may from time to time allocate or delegate to any subcommittee, member of the Committee and others, not necessarily employees of the Company, any of its duties relative to compliance with ERISA, administration of the Plan and other related matters, including those involving the exercise of discretion. The Company's duties and responsibilities under the Plan will be carried out by its directors, officers and employees, acting on behalf of and in the name of the Company in their capacities as directors, officers and employees, and not as individual fiduciaries. No director, officer or employee of the Company will be a fiduciary with respect to the Plan unless he or she is specifically so designated and expressly accepts such designation.

(g) **Committee Members**

The Committee will consist of at least three people, who need not be directors, and will be appointed by the Chief Executive Officer of FMC. Any Committee member may resign and the Chief Executive Officer may remove any Committee member, with or without cause, at any time. A majority of the members of the Committee will constitute a quorum for the transaction of business, and the act of a majority of the Committee members at a meeting at which a quorum is present will be an act of the Committee. The Committee can act by written consent signed by all of its members. Any member of the Committee who is an Employee cannot receive compensation for his or her services for the Committee. No Committee member will be entitled to act on or decide any matter relating solely to his or her status as a Participant.

(h) **Appointments of Trustee**

The Committee or its authorized delegate will appoint the Trustee and either may remove it. The Trustee accepts its appointment by executing the trust agreement. A Trustee will be subject to direction by the Committee or its authorized delegate or, to the extent specified by the Company, by an investment manager or other funding agent, and will have the degree of discretion to manage and control Plan assets specified in the trust agreement. Neither the Administrator nor the Committee, nor any other Plan fiduciary will be liable for any act or omission to act of a Trustee, as to duties delegated to the Trustee. Any Trustee appointed under this Section 13 will be an institution.

SECTION 14. FUNDING OF THE PLAN.

(a) **Funding Policy and Method.** The Committee or its authorized delegate from time to time shall estimate the benefits, withdrawals, and administrative expenses to be paid out of the Trust Fund in cash during the period for which the estimate is made and shall also estimate the contributions to be made to the Plan during such period by Participants and by the Company. The Committee or its authorized delegate shall inform the Trustee of the estimated cash needs of and contributions to the Plan during the period for which such estimates are made. Such estimates shall be made on an annual, quarterly, monthly, or other basis, as the Committee or its authorized delegate shall determine.

(b) **Public Accountant.** The Committee or its authorized delegate shall engage an independent qualified public accountant to conduct such examinations and to render such opinions as are required by Section 103(a)(3) of ERISA. The Committee or its authorized delegate in its discretion may remove and discharge the person so engaged, but in such case it shall engage a successor independent qualified public accountant to perform such examinations and to render such opinions.

(c) **Basis of Payments to the Plan.** Each Participant whose participation is not suspended may elect to have the Company make Pre-Tax Contributions as provided in Section 3. The Company shall make Company Contributions as provided in Section 4; provided, however, that this obligation of the Company shall cease when the Plan is terminated. In the case of a partial termination of the Plan, this obligation shall cease with respect to the Participants and Beneficiaries who are affected by such partial termination. All Pre-Tax Contributions and all Company Contributions shall be paid to the Trustee within the periods of time specified herein.

(d) **Basis of Payments from the Plan.** All benefits and withdrawals payable under the Plan shall be paid by the Trustee pursuant to the directions of the Administrator or the Committee and the terms of the Trust Agreement. The Trustee shall pay all expenses of the Plan out of the Trust Fund, except to the extent paid by the Participating Companies.

(e) **Investment of Trust Assets.** The Trustee shall invest in the Investment Funds all amounts which are paid to it with respect to the Plan, less the amount of any administrative expenses payable out of the Trust Fund under Subsection 14(d) above. Company Contributions shall be invested in the Stock Fund, and dividends or other earnings attributable thereto shall be allocated and credited pro rata to shares held by the Participant. Pre-Tax Contributions, the After-Tax Contributions, and the Rollover Contributions shall be invested in the Investment Funds pursuant to the directions of the Participants as conveyed to the Trustee by the Administrator.

The Committee shall have the sole discretion to determine the different Investment Fund choices to be made available to Participants. Pending investment in Stock, the Trustee may invest any amounts to be placed in the Stock Fund in short-term, interest-bearing debt obligations, including (without limitation, except as stated) savings accounts, certificates of deposit, banker's acceptances, commercial paper of institutions having a short-term commercial paper rating of A-1, P-1 for Standards & Poor's and Moody's and United States Treasury Bills and Notes. The form of such temporary investments shall be that one directed by the Administrator or, as delegated by the Administrator, the Committee.

SECTION 15. PARTICIPANTS' ACCOUNTS.

(a) **Participants' Accounts.** For each Participant, the Company will maintain, where applicable, an After-Tax Contributions Account, a Pre-Tax Contributions Account, a Rollover Contribution Account and a Company Contributions Account. The amount of Pre-Tax Contributions and After-Tax Contributions (if any) withheld from the Participant's Regular Compensation during the Plan Year will be allocated to each Participant's Pre-Tax Contributions Account and After-Tax Contributions Account as of the end of each calendar month and the Company Contribution for each Participant for each Plan Year will be allocated to her Company Contributions Account as of the end of each calendar month.

SECTION 16. AMENDMENT AND TERMINATION OF THE PLAN.

(a) **Future of the Plan.** The Company expects to continue the Plan indefinitely. Future conditions, however, cannot be foreseen, and the Company retains the authority to amend or to terminate the Plan at any time and for any reason.

(b) **Amendments.** No amendment of the Plan shall (i) reduce the benefit of any Participant accrued under the Plan before such amendment is adopted or (ii) divert any part of the assets of the Plan to purposes other than the exclusive purpose of providing benefits to the Participants and Beneficiaries who have an interest in the Plan and of defraying the reasonable expenses of administering the Plan and the Trust Fund. For the purposes of this Section, a Plan amendment which has the effect of eliminating or reducing an early retirement benefit or eliminating an optional form of benefit (as provided in Treasury regulations) shall be treated as reducing the benefit of a Participant accrued under the Plan.

(c) **Termination of the Plan.** Upon termination of the Plan, no part of the Trust Fund shall revert to the Company or be used for or diverted to purposes other than the exclusive purpose of providing benefits to the Participants and Beneficiaries who have an interest in the Plan and of defraying the reasonable expenses of administering the Plan and such termination. Upon termination of the Plan or upon complete discontinuance of Company Contributions, each Participant shall become vested in his entire Company Contributions Account. Upon termination of the Plan, the Trust shall continue until the Trust Fund has been distributed as provided in Subsection 16(d) below. Any other provision hereof notwithstanding, the Company shall have no obligation to continue contributions to the Plan after termination of the Plan. Except as otherwise provided in ERISA, neither the Company nor any other person shall have any liability or obligation to provide benefits hereunder after such termination. Upon such termination, Participants and Beneficiaries shall obtain benefits solely from the Trust Fund. Upon partial termination of the Plan, this Subsection 16(c) shall apply only with respect to such Participants and Beneficiaries as are affected by such partial termination.

(d) **Allocation of Trust Fund Upon Termination.** Upon termination of the Plan, the interest of each Participant in the Plan shall be distributed to him as provided herein, subject to Section 403(d)(1) of ERISA.

SECTION 17. NONDISCRIMINATION REQUIREMENTS.

(a) Nondiscrimination Requirements

For purposes of this Section, the terms listed below shall have the meaning indicated below, except as otherwise defined in Section 19:

(1) **ADP**: A fraction, the numerator of which is the amount of the contribution actually paid on behalf of the Participant (A) to the Participant's Pre-Tax Contributions Account (including Excess Deferrals of Highly Compensated Employees, but excluding Excess Deferrals of Lower Paid Employees that arise solely from Elective Deferrals made under the Plan or other plans of the Company) and, (B) to the extent so elected by the Company, to the Participant's vested Company Contribution Account for the Plan Year and the denominator of which is the Participant's Regular Compensation for the Plan Year. The ADP for any group of Participants is equivalent to the average of the ADPs of all Participants in that group.

If two or more plans which include cash or deferred arrangements are considered one plan for purposes of the nondiscrimination requirements of Section 1165(e)(4) of the Code or the eligibility requirements of Section 1165(a)(3) of the Code, the cash or deferred arrangements included in such plans shall be treated as one plan for purposes of determining the ADP. In the event any Highly Compensated Employee participates under two or more cash or deferred arrangements, all such cash or deferred arrangements shall be treated as one cash or deferred arrangement for purposes of determining the ADP with respect to such Employee.

(2) **Elective Deferral**: With respect to any Participant, the sum of (A) any employer contribution under a qualified cash or deferred arrangement (as defined in Section 1165(e) of the Code) to the extent not includible in gross income for the taxable year under Section 1165(e) of the Code.

(3) **Excess Contributions:** With respect to any Plan Year, the excess of: (A) the aggregate amount of Pre-Tax Contributions and to the extent elected by the Employer, vested Company Contributions actually paid over to the Trust on behalf of Highly Compensated Employees who are Participants for such Plan Year, over (B) the maximum amount of such contributions permitted as determined under Subsection (b) (determined by reducing Pre-Tax Contributions made on behalf of Highly Compensated Employees in order of ADP beginning with the highest ADP, as set forth in Subsection (b)).

(4) **Excess Deferral:** The amount of a Participant's Elective Deferrals in excess of the lesser of: 10% of the Participant's Regular Compensation or \$8,000 (or the maximum amount in effect pursuant to Section 1165(e)(7)(A) of the Code). Excess Deferrals, together with any income allocable to such deferrals, may be distributed from the Plan pursuant to a uniform and nondiscriminatory procedure established by the Company. A Participant may assign to the Plan any Excess Deferrals made during the taxable year of the Participant by notifying the Plan Administrator on or before February 15 following the close of the year in which the Excess Deferrals were made of the amount of Excess Deferrals to be assigned to the Plan. A Participant is deemed to notify the Plan Administrator of any Excess Deferrals that arise by taking into account only those Excess Deferrals made to the Plan and any other plans of the Employer.

(5) **Lower Paid Employees:** Employers who are eligible to participate in the Plan and who are not Highly Compensated Employees.

(b) **Nondiscrimination Test for Pre-Tax Contributions.** In no event may the ADP of the Highly Compensated Employees who are Participants exceed:

- (1) 2 times the ADP of the Lower Paid Employees who are Participants, if the Lower Paid Employees' ADP is less than or equal to 2%;
- (2) the ADP of the Lower Paid Employees who are Participants plus 2%, if the Lower Paid Employees' ADP is greater than 2% but less than 8%; or
- (3) 1.25 times the ADP of the Lower Paid Employees who are Participants, if the Lower Paid Employees' ADP is 8% or more ("ADP Requirement").

In the event Excess Contributions exist after the determination of the ADP Requirement, the amount, if any, of such Excess Contributions for such Plan Year shall generally be distributed, together with any income allocable to such contributions, within two and one-half (2 ½) months after the end of the Plan Year, to Participants on whose behalf such Excess Contributions were made for such Plan Year, but in no event shall such Excess Contributions and income be distributed later than the end of the Plan Year following the Plan Year in which such Excess Contributions were made.

Distribution of Excess Contributions, if any, for any Plan Year shall be made to Highly Compensated Employees who are Participants by leveling the highest ADP in accordance with Subsection (c) until the nondiscrimination test set forth in the first sentence of this Subsection is met. Notwithstanding the foregoing, the Company may amend or revoke its salary deferral agreements with Highly Compensated Employees who are Participants to the extent necessary to ensure compliance with the ADP Requirement or to ensure that no more than \$8,000 (or the maximum amount in effect pursuant to Section 1165(e)(7)(A) of the Code), is deferred by any Participant for any taxable year of the Participant.

Alternatively, to the extent provided in Article 1165-8(F)(3) of the regulations issued under the Code, the Company may elect or permit the Participant to elect to treat all or a portion of the Excess Contributions as an amount distributed to the Participant and the contributed by the Participant to the Plan as a After-Tax Contribution. Such recharacterization must be made within the first 2 ½ months following the close of the year for which such Excess Contributions were made.

(c) **Leveling Method**. The amount of Excess Contributions for a Highly Compensated Employee for a Plan Year is to be determined by the following leveling method, under which the ADP of the Highly Compensated Employee with the highest ADP is reduced to the extent required to:

- (1) Enable the arrangement to satisfy the ADP test or
- (2) Cause such Highly Compensated Employee's ADP to equal the ratio of the Highly Compensated Employee with the next highest ADP.

This process must be repeated until the Plan satisfies the ADP test. For each Highly Compensated Employee, the amount of Excess Contributions is equal to the total Pre-Tax Contributions and to the extent elected by the Company, vested Company Contributions, on behalf of the Highly Compensated Employee (determined prior to the application of this Subsection (c)) minus the amount determined by multiplying the Highly Compensated Employee's ADP (determined after application of this subparagraph) by the Participant's Regular Compensation used in determining such ratio.

(d) **Income Allocable to Excess Deferrals**

(1) **Income Allocable to Excess Deferrals**. The income allocable to Excess Deferrals is equal to the sum of the allocable gain or loss for the taxable year of the respective Participant and the allocable gain or loss for the period following the end of such taxable year until the date of the corrective distribution (the "gap period"). Income allocable to Excess Deferrals shall be computed by either

(A) using a reasonable method which does not discriminate in favor of Highly Compensated Employees, is used consistently for all Participants and for all corrective distributions under the Plan for the taxable year, and is used by the Plan for allocating income among the accounts of Participants; or

(B) multiplying the income for the taxable year and for the gap period which is allocable either to Pre-Tax Contributions or vested Company Contributions elected by the Company to be included in the numerator of the ADP, by a fraction-

(i) the numerator of which is the Excess Deferrals by the Participant for the taxable year, and

(ii) the denominator of which is equal to the sum of

(I) as of the beginning of the taxable year, the Participant's Pre-Tax Contribution Account, plus

(II) for the taxable year and the gap period, the Participant's Pre-Tax Contributions.

The income allocable to Excess Deferrals for the gap period may be calculated by multiplying ten percent (10%) of the income allocable to Excess Deferrals for the taxable year determined in accordance with subparagraph (B) of this Subsection 17(d)(1) (without taking into account income or contributions for the gap period), by the number of calendar months that have elapsed since the end of the taxable year. For the purpose of determining the number of calendar months that have elapsed since the end of the taxable year, a corrective distribution made on or before the fifteenth day of the month shall be treated as made on the last day of the preceding month and a distribution made after the fifteenth day of the month shall be treated as made on the first day of the next month.

(2) **Income Allocable to Excess Contributions.** The income allocable to Excess Contributions is equal to the sum of the allocable gain or loss for the Plan Year and the allocable gain or loss for the gap period. Income allocable to Excess Contributions shall be computed by either

(A) using a reasonable method which does not discriminate in favor of Highly Compensated Employees, is used consistently for all Participants and for all corrective distributions under the Plan for the Plan Year, and is used by the Plan for allocating income among the accounts of Participants; or

(B) multiplying the income for the Plan Year and for the gap period which is allocable to Pre-Tax Contributions and vested Company Contributions to the extent elected by the Company to be included in the numerator of the ADP, by a fraction -

(i) the numerator of which is the Excess Contributions for the Participant for the Plan Year, and

(ii) the denominator of which is equal to the sum of

(I) as of the beginning of the Plan Year, the Participant's Pre-Tax Contributions Account and that portion of the Participant's vested Company Contribution Account attributable to vested Company Contributions elected by the Company to be included in the numerator at the ADP, plus

(II) for the Plan Year and the gap period, the Participant's Pre-Tax Contributions and vested Company Contributions elected by the Company to be included in the numerator of the ADP.

The income allocable to Excess Contributions for the gap period may be calculated by multiplying ten percent (10%) of the income allocable to Excess Contributions for the Plan Year determined in accordance with Subparagraph (B) of this Subsection 17(d)(2) (without taking into account income or contributions for the gap period), by the number of calendar months that have elapsed since the end of the Plan Year. For the purpose of determining the number of calendar months that have elapsed since the end of the Plan Year, a corrective distribution made on or before the fifteenth day of the month shall be treated as made on the last day of the preceding month and a distribution made after the fifteenth day of the month shall be treated as made on the first day of the next month.

SECTION 18. GENERAL PROVISIONS.

(a) **Plan Mergers.** The Plan shall not be merged or consolidated with any other plan, and no assets or liabilities of the Plan shall be transferred to any other plan, unless each Participant would receive a benefit immediately after such merger, consolidation or transfer (if the Plan then terminated) which is equal to or greater than the benefit such Participant would have been entitled to receive immediately before such merger, consolidation or transfer (if the Plan had then terminated).

(b) **No Assignment of Property Rights.** The interest or property rights of any person in the Plan, in the Trust Fund or in any payment to be made under the Plan shall not be assignable nor be subject to alienation or option, either by voluntary or involuntary assignment or by operation of law, including, (without limitation) bankruptcy, garnishment, attachment or other creditor's process, and any act in violation of this Subsection 17(b) shall be void. This provision shall not apply to a "qualified domestic relations order" defined in ERISA Section 206(d). The Administrator shall establish a written procedure to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders. Further, to the extent provided under a "qualified domestic relations order," a former spouse of a Participant shall be treated as the spouse or surviving spouse for all purposes under the Plan.

(c) **Beneficiary.** The "Beneficiary" of a Participant shall be the person or persons so designated by such Participant. Unless it is established to the satisfaction of the Administrator that a Participant has no spouse, the spouse cannot be located, or such other circumstances exist as may be prescribed by Income Tax Regulations promulgated by the Puerto Rico Secretary of the Treasury and/or the United States Department of Labor, the designation of a person other than the Participant's spouse as Beneficiary may be made only with the written consent of the spouse, acknowledging the effect of the designation and witnessed by a Plan representative or a notary public. Any designation which lacks required spousal consent on the date of the Participant's death shall be void, and the Participant shall be deemed to have designated his spouse as Beneficiary. If no

Beneficiary has been designated or if the designated Beneficiary is not living when a Plan Benefit is to be distributed, the Beneficiary shall be such Participant's spouse if then living, or if not, his then living children in equal shares or, if there are no such children, her estate. A Participant may revoke and change a designation of a Beneficiary at any time. A designation of a Beneficiary, or any revocation and change thereof, shall be effective only if it is made in writing in a form acceptable to the Administrator and is received by it prior to the Participant's death.

(d) **Incapacity.** If, in the opinion of the Administrator, any person becomes unable to handle properly any property distributable under the Plan, the Administrator may make any arrangement for distribution on her behalf that it determines will be beneficial to her, including (without limitation) distribution to her guardian, conservator, spouse or dependent.

(e) **Employment Rights.** Nothing in the plan shall be deemed to give any person a right to remain in the employ of the Company or affect any right of the Company to terminate a person's employment with or without cause.

(f) **Voting Rights.** Each Participant (or, in the event of her death, her Beneficiary) shall have the right to direct the Trustee as to the manner in which shares of Stock allocated to her accounts as of the Valuation Date coinciding with or immediately preceding the record date for an annual or special stockholders' meeting of FMC are to be voted on each matter brought before such stockholders' meeting. Before each such meeting of stockholders, FMC shall cause to be furnished to each Participant (or Beneficiary) a copy of the proxy solicitation material, together with a form requesting confidential directions on how such shares of Stock allocated to such Participant's accounts shall be voted on each such matter. Upon timely receipt of such directions the Trustee shall on each such matter vote as directed the number of shares (including fractional shares) of Stock allocated to such Participant's accounts. The instructions received by the Trustee from Participants shall be held by the Trustee in confidence and shall not be divulged or released to any person, including officers or employees of FMC or an Affiliate. The Trustee shall vote all unallocated shares for which it has not received direction, as directed by FMC or its delegate.

(g) **Rights on Tender or Exchange Offer.** Each Participant (or, in the event of her death, her Beneficiary) shall have the right, to the extent of the number of shares of Stock (including fractional shares) allocated to her accounts as of the Valuation Date coinciding with or immediately preceding a tender or exchange offer with respect to such shares of Stock, to direct the Trustee in writing as to the manner in which to respond to the tender or exchange offer. FMC shall use its best efforts to timely distribute or cause to be distributed to each Participant (or Beneficiary) such information as will be distributed to stockholders of FMC in connection with any such tender or exchange offer. Upon timely receipt of such instructions, the Trustee shall respond as instructed with respect to such shares of Stock. The instructions received by the Trustee from Participants shall be held by the Trustee in confidence and shall not be divulged or released to any person including officers or employees of FMC or an Affiliate. If the Trustee shall not receive timely instruction from a Participant (or Beneficiary) as to the manner in which to respond to such a tender or exchange offer, FMC shall have the right to tender, at its discretion, any unallocated shares of Stock reflecting a Participant's proportional interest in the Stock for which the Trustee has received no direction from the Participant. Any consideration received for stock tendered and sold shall be placed in a separate account in the Stock Fund until the Committee instructs the Trustee as to its further disposition, and, pending receipt of such instructions, the Trustee may temporarily invest any cash consideration in accordance with the provisions of Section 13(e).

(h) **Account Statements.** At least annually, the Company shall furnish for each Participant an account statement as required by ERISA as of the Valuation Date preceding the date of such statement.

(i) **Choice of Law.** The Plan and all rights thereunder shall be interpreted and construed in accordance with ERISA and, to the extent that state law is not pre-empted by ERISA, the law of the Commonwealth of Puerto Rico.

(j) **Participation in the Plan by an Affiliate.** With the consent of the Board, any Affiliate, by appropriate action of its board of directors, a general partner or the sole proprietor, as the case may be may adopt the Plan.

SECTION 19. DEFINITIONS.

(a) “**Active Participation**” means a Participant has a currently effective election of Pre-Tax Contributions and is eligible to receive allocations of Company Contributions and Forfeitures.

(b) “**Adjusted Regular Compensation**” means the Participant’s Regular Compensation reduced by an amount equal to the Dollar Limit, but not more than 10% of his Regular Compensation, as provided in Subsection 2(a).

(c) “**Affiliate**” means any corporation, partnership, or other entity that is:

(i) a member of a controlled group of corporations of which the Company is a member (as described in Section 414(b) of the United States Internal Revenue Code (the “US-Code”);

(ii) a member of any trade or business under common control with the Company (as described in Section 414(c) of the US-Code);

(iii) a member of an affiliated service group that includes the Company (as described in US-Code Section 414(m)); or

(iv) an entity required to be aggregated with the Company pursuant to U.S. Treasury Regulations promulgated under Section 414(o) of the US-Code.

(d) “**After-Tax Contributions**” means employee contributions made under Subsection 3(g).

(e) “**After-Tax Contributions Account.**” means an account maintained for each Participant to which is credited all of her After-Tax Contributions and any earnings, appreciation, or losses attributable thereto.

(f) “**Aggregate Account**” means, with respect to each Participant, the value of all accounts maintained on behalf of a Participant, whether attributable to Company or employee contributions.

(g) “**Basic Contributions**” means that portion of a Participant’s annualized Pre-Tax Contributions and After-Tax Contributions not in excess of 5% of his Regular Compensation.

(h) “**Beneficiary**” means the person or persons determined pursuant to Subsection 18(c).

(i) “**Board**” means the Board of Directors of the Company.

(j) “**Code**” means the Puerto Rico Internal Revenue Code of 1994, as it may be amended from time to time.

(k) “**Committee**” means the FMC Corporation Employee Welfare Benefits Plan Committee as described in Section 13(g), its authorized delegate and any successor the FMC Corporation Employee Welfare Benefits Plan Committee.

(l) “**Company**” means FMC International AG and any successor to it.

(m) “**Company Contributions**” means contributions made by the Company under Subsection 4(a), but not including Pre-Tax Contributions and After-Tax Contributions.

(n) “**Company Contributions Account**” means an account maintained for each Participant to which is allocated her share of Company Contributions and Forfeitures and all earnings, appreciation or losses attributable thereto.

(o) “**Distribution Date**” means the date, determined pursuant to Subsection 9(a)(ii), as of which the distribution of a Plan Benefit is made.

(p) “**Dollar Limit**” means \$8,000 or the maximum amount in effect of Pre-Tax Contributions excludable from the gross income of a Participant in a given Year as provided in Code Section 1165(e)(7)(A) at any such time, subject to Section 17.

(q) “**Eligible Employee**” means any individual employed by the Company that is a bona fide resident of Puerto Rico or performs services primarily in the Commonwealth of Puerto Rico pursuant to the provisions of ERISA Section 1022(i)(1), provided that there shall be excluded all leased employees, any individual whose employment is covered by a collective-bargaining agreement unless such agreement expressly provides for participation in the Plan by such employee, any alien nonresident of Puerto Rico and/or the United States, (I) any employee who is an active participant in the FMC Corporation Savings and Investment Plan and (II) any employee who generally resides outside Puerto Rico or whose principal duties generally are performed outside Puerto Rico, as determined by the Administrator.

An individual’s status as an Eligible Employee shall be determined by the Company. Subject to the review procedure described in Section 11, such determination shall be conclusive and binding on all persons.

(r) “**Employee Rollover Contributions**” means amounts contributed to the Trust under Subsection 3(f).

(s) "**Employee Rollover Contributions Account**" means amounts contributed to the trust in accordance with Subsection 3(f), and any earnings, appreciation, or losses attributable thereto.

(t) "**ERISA**" means the Employee Retirement Income Security Act of 1974, as it may be amended from time to time.

(u) "**FMC**" means FMC Corporation, a Delaware corporation.

(v) "**Forfeiture**" means the portion (if any) of a Participant's Company Contributions Account which is forfeited pursuant to Section 8(b) upon termination of employment.

(w) "**Highly Compensated Employee**" means any Eligible Employee who is more highly compensated than two-thirds of all other Eligible Employees.

(x) "**Investment Fund**" means each investment fund established by the Administrator or its delegate as an investment media for the Trust Fund. The Administrator or its delegate shall have discretion in establishing and terminating such funds as it shall deem appropriate.

(y) "**Participant**" means an Eligible Employee who has elected to participate in the Plan as provided in Subsection 2(a) or who has transferred to the Trust a Rollover Contribution pursuant to Subsection 3(f).

(z) "**Participating Employer**" means the Company and each other Affiliate that adopts the Plan with the consent of the Board, as provided in Section 18(j).

(aa) "**Plan**" means the FMC Puerto Rico Savings and Investment Plan (previously known as the FMC Puerto Rico Thrift and Stock Purchase Plan for periods prior to January 1, 2000), as it may be amended from time to time.

(bb) "**Plan Benefit**" means the aggregate of any distributions from a Participant's After-Tax Contributions Account, Pre-Tax Contributions Account, Company Contributions Account, and Rollover Contribution Account to which she becomes entitled under Section 8(a) upon termination of employment or upon becoming permanently and totally disabled.

(cc) "**Plan Year**" means a period of 12 consecutive months beginning on January 1st.

(dd) "**Pre-Tax Contributions**" means amounts contributed to the Trust as elected by Participants under Subsection 3(a).

(ee) "**Pre-Tax Contributions Account**" means an account maintained for each Participant, and any earnings, appreciation, or losses attributable thereto.

(ff) "**Profits**" means the sum of consolidated net income of the Company and the after-tax cost of interest on all short-term and long-term debt of the Company. To the extent authorized by the Administration there shall be excluded from "Profits" all losses, income or gain resulting from discontinued operations, disposal of discontinued operations, extraordinary items and changes in accounting practices.

(gg) "**Regular Compensation**" means the total compensation paid by the Company or a Participating Employer to an Employee for each Plan Year that is currently includible in gross income for Puerto Rico income tax purposes:

(i) **including**: overtime, administrative and discretionary bonuses (including completion bonuses, gainsharing bonuses and performance related bonuses); sales incentive bonuses; field premiums; back pay and sick pay; plus the Employee's Pre-Tax Contributions and amounts contributed to a plan described in United States Internal Revenue Code of 1986 Sections 125 or 132; and the 9/12 of the incentive compensation (including

management incentive bonuses paid in both cash and restricted stock and local incentive bonuses) paid during the Plan Year for services rendered in the preceding Plan Year, and the 3/12 of the incentive compensation (of the same types) paid during the preceding Plan Year for services rendered in the Plan Year preceding the preceding Plan Year (unless, for periods beginning on or after February 1, 2000, the Participant elects all such incentive compensation paid for prior Plan Years to be included in Regular Compensation for the prior Plan Years, or unless the Participant elects that no such incentive compensation will be included in his or her Regular Compensation);

(ii) **but excluding:** hiring bonuses; stay bonuses; retention bonuses; awards (including safety awards, "Gutbuster" awards and other similar awards); amounts received as deferred compensation; disability payments from insurance or the Long-Term Disability Plan for Employees of FMC Corporation; workers' compensation benefits; state disability benefits; flexible credits (*i.e.*, wellness awards and payments for opting out of benefit coverage); expatriate premiums; grievance or settlement pay; pay in lieu of notice; severance pay; accrued (but not earned) vacation; other special payments such as reimbursements, relocation or moving expense allowances; stock options or other stock-based compensation (except as provided above); effective January 1, 2000, any gross-up paid by a Participating Employer on any amount paid that is Regular Compensation (as defined herein); other distributions that receive special tax benefits; any amounts paid by a Participating Employer to cover an Employee's FICA tax obligation as to amounts deferred or accrued under any nonqualified retirement plan of a Participating Employer; and any gross-up paid by a Participating Employer on any amount paid that is not Regular Compensation (as defined herein).

Notwithstanding anything herein to the contrary, no amounts paid to a Participant more than 30 days after his or her termination of employment with the Company or a Participating Employer will be considered Regular Compensation.

A Participant's Regular Compensation will be conclusively determined according to the Company's records.

(hh) "**Stock**" means the common stock of FMC.

(ii) "**Stock Fund**" means an investment fund established and maintained by the Trustee as part of the Trust Fund. Any contributions to the Plan placed in the Stock Fund, and all dividends, other earnings and appreciation attributable thereto, shall be invested only in Stock.

(jj) "**Trust**" means the trust established by the Trust Agreement. "Trust Agreement" means the trust agreement or agreements, as amended from time to time, entered into by the Committee and the Trustee pursuant to Subsection 13(h). "Trustee" means the trustee or trustees at any time appointed by the Committee pursuant to Subsection 13(h). "Trust Fund" means the trust fund established and maintained by the Trustee to hold all assets of the Plan pursuant to the Trust Agreement.

(kk) "**Valuation Date**" means the date as of which the Trustee shall determine the value of the assets in the Trust Fund for purposes of determining the value of each Participant's account, which shall be each business day in accordance with the rules applied in a consistent and uniform basis.

(ll) "**Year**" means a calendar year.

(mm) "**Year of Service**" means calendar months of employment by the Company or an affiliate (including any interruption of employment up to 12 months) divided by 12. A partial month shall be counted as a whole month, and any fractional Year of Service shall be ignored. "Year of Service" shall not include (i) any period in excess of 12 months for which the individual does not receive Regular Compensation, including (without limitation) any leave of absence without pay or (ii) any other interruption of employment in excess of 12 months.

**SECOND AMENDMENT
OF
FMC PUERTO RICO SAVINGS AND INVESTMENT PLAN**

WHEREAS, FMC Technologies AG (the "Company") maintains the FMC Puerto Rico Savings and Investment Plan (the "Plan");

WHEREAS, the Company deems it necessary and desirable to amend the Plan in certain respects; and

WHEREAS, this Second Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of the amendment;

NOW, THEREFORE, by virtue of the authority reserved to the Company by Section 16(b) of the Plan, the Plan is hereby amended in the following respects:

- Effective July 15, 2010, Section 7 of the Plan is hereby amended to add a new Subsection 7(f) which shall read as follows:
- (f) Notwithstanding any provisions of the Plan to the contrary, with respect to any Participant who remains an Employee of the Company on July 15, 2010 shall become fully vested in his or her entire Aggregate Account under the Plan.

IN WITNESS WHEREOF, the Company has caused this amendment to be executed by a duly authorized representative this 20th day of December, 2010.

FMC Technologies, Inc.

By: /s/ Mark J. Scott

Its: Vice-President, Administration

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27 February 2017

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Frankfurt	San Francisco
Hamburg	Seoul
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London	Singapore
Los Angeles	Tokyo
Madrid	Washington, D.C.
Milan	

TechnipFMC plc
 One St. Paul's Churchyard
 London EC4M 8AP
 United Kingdom

Re: TechnipFMC plc – Registration Statements on Form S-8 Exhibit 5.1

Ladies and Gentlemen:

We have acted as English legal advisers to TechnipFMC plc, a public limited company incorporated in England and Wales (the “**Company**”) in connection with:

- (a) the business combination effective as of 16 January 2017 among Technip S.A., a French *société anonyme* (“**Technip**”), FMC Technologies, Inc., a Delaware corporation (“**FMCTI**”) and the Company pursuant to a definitive business combination agreement dated 14 June 2016 between FMCTI, Technip and the Company (the “**Business Combination Agreement**”); and
- (b) the preparation and filing of the registration statements on Form S-8 to which this opinion letter is attached as an exhibit (such registration statements, as amended, including the documents incorporated by reference therein, the “**Registration Statements**”) filed with the United States Securities and Exchange Commission (the “**SEC**”) pursuant to the United States Securities Act of 1933, as amended (the “**Securities Act**”).

As set out in the Registration Statements, it is proposed that up to 41,933,663 ordinary shares of the Company each having a nominal value of \$1.00 (the “**Shares**”) will be issued upon the exercise or settlement of equity awards granted under:

- (a) the TechnipFMC plc Incentive Award Plan (the “**TechnipFMC Plan**”);
- (b) the 2010 Technip Incentive and Reward Plan;
- (c) the 2011 Technip Incentive and Reward Plan;
- (d) the 2012 Technip Incentive and Reward Plan;

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- (e) the 2013 Technip Incentive and Reward Plan;
- (f) the 2014 Technip Incentive and Reward Plan;
- (g) the 2015 Technip Incentive and Reward Plan;
- (h) the 2016 Technip Incentive and Reward Plan;
- (i) the Technip Capital 2012 Plan;
- (j) the Technip Capital 2015 Plan;
- (k) the FMC Technologies, Inc. Incentive Compensation and Stock Plan;
- (l) the FMC Technologies, Inc. Savings and Investment Plan;
- (m) the FMC Technologies, Inc. International Savings and Investment Plan;
- (n) the FMC Puerto Rico Savings and Investment Plan; and
- (o) the FMC Technologies, Inc. Non-Qualified Savings and Investment Plan,

(together, the “**Equity Plans**”), and each of which has been assumed or adopted by the Company pursuant to the Business Combination Agreement and/or a resolution of the board of directors of the Company on 11 January 2017.

1. INTRODUCTION

1.1 Purpose

In connection with the Registration Statements, we have been asked to provide an opinion on certain matters, as set out below. We have taken instruction in this regard solely from the Company.

1.2 Defined terms and headings

In this letter:

- (a) capitalised terms used without definition in this letter or the schedules hereto have the meanings assigned to them in the Registration Statements unless a contrary indication appears; and
- (b) headings are for ease of reference only and shall not affect interpretation.

1.3 Legal review

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

- (a) an online search at Companies House in respect of information available for inspection about the Company conducted on 27 February 2017;

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- (b) an enquiry by telephone at the Central Index of Winding Up Petitions, London on 27 February 2017 at 10:33 am (London time) ((a) and (b) together, the “**Searches**”);
- (c) a copy of the written resolutions of the board of directors of the Company dated 18 May 2016 approving the Business Combination Agreement;
- (d) a copy of the written resolutions of the board of directors of the Company dated 11 January 2017 containing resolutions approving, *inter alia*, the TechnipFMC Plan;
- (e) a copy of the written resolutions of the shareholders dated 11 January 2017 and 12 January 2017 authorising the directors to, *inter alia*, (i) allot shares up to an aggregate nominal amount of \$500,000,000 in connection with the transactions contemplated by the Business Combination Agreement; (ii) adopt the TechnipFMC Plan; (iii) reserve an aggregate of up to 24,100,000 ordinary shares for purposes of issuances upon the grant, exercise or settlement of incentive awards under the TechnipFMC Plan; and (iv) assume the remaining Equity Plans pursuant to the terms of the Business Combination Agreement;
- (f) a copy of the TechnipFMC Plan;
- (g) a draft of the resolutions passed at a meeting of the compensation committee of the Company (the “**Compensation Committee**”) held on 20 February 2017, containing, among other things, resolutions delegating certain authorities of the Compensation Committee to grant awards to an equity plan committee (the “**Equity Plan Committee**”) (the “**Compensation Committee Resolutions**”);
- (h) a copy of the certificate of incorporation of the Company dated 9 December 2015;
- (i) a copy of the certificate of incorporation on change of name dated 4 August 2016;
- (j) a copy of the certificate of incorporation on re-registration as a public limited company dated 11 January 2017;
- (k) a copy of the current articles of association of the Company adopted pursuant to a special resolution of the shareholders passed on 12 January 2017 and effective from 16 January 2016; and
- (l) a draft copy of the Registration Statements as at 25 February 2017 and to be filed with the SEC on 27 February 2017.

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1.4 Applicable law

This letter, the opinions given in it, and any non-contractual obligations arising out of or in connection with this letter and/or the opinions given in it, are governed by, and to be construed in accordance with, English law and relate only to English law as applied by the English courts as at today's date. In particular:

- (a) we have not investigated the laws of any country other than England and we assume that no foreign law affects any of the opinions stated below; and
- (b) we express no opinion in this letter on the laws of any jurisdiction other than England.

1.5 Assumptions and reservations

The opinions given in this letter are given on the basis of each of the assumptions set out in Schedule 1 (*Assumptions*) and are subject to each of the reservations set out in Schedule 2 (*Reservations*) to this letter. The opinions given in this letter are strictly limited to the matters stated in paragraph 2 (*Opinions*) below and do not extend, and should not be read as extending, by implication or otherwise, to any other matters.

2. OPINION

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

- (a) the Registration Statements, as finally amended, having become effective under the Securities Act;
- (b) the shareholders of the Company in a general meeting or within the Company's articles of association duly and validly having resolved: (i) as an ordinary resolution, or within the Company's articles of association, to authorise the board of directors of the Company pursuant to section 551 of the Companies Act 2006 (the "**Companies Act**") to allot Shares, or to grant rights to subscribe for Shares, pursuant to the Equity Plans, and (ii) as may be required, as a special resolution, or within the Company's articles of association, to empower the directors of the Company pursuant to section 570 of the Companies Act to allot such Shares, and grant such rights (as applicable), free of the restrictions in section 561 of the Companies Act, and such resolutions and authorities remaining in full force and effect and not having expired, been rescinded or amended;
- (c) the Compensation Committee Resolutions being validly passed and the delegation of authorities thereby to the Equity Plan Committee having been validly effected (among other things, in accordance with Article 12.6 of the TechnipFMC Plan);
- (d) the Equity Plan Committee having validly granted the awards in respect of the Shares;

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- (e) the receipt in full of payment for such Shares in an amount of “cash consideration” (as defined in section 583(3) of the Companies Act) of not less than the aggregate nominal value for such Shares, assuming in each case that the individual grants or awards under the relevant Equity Plan are duly authorised by all necessary corporate action (as described in (d) above) and duly granted or awarded and exercised in accordance with the requirements of law, the Company’s articles of association and the relevant Equity Plan (and the agreements and awards duly adopted thereunder and in accordance therewith); and
 - (f) valid entries having been made in relation to the allotment and issue of the Shares in the books and registers of the Company,
- it is our opinion that the Shares, if and when allotted and issued, registered in the name of the recipient in the register of members of the Company and delivered in accordance with the terms of the Business Combination Agreement and the terms and conditions referred to above and/or in the Equity Plans, and as described in the Registration Statements, will be duly and validly authorised and issued, fully paid or credited as fully paid (subject to the receipt of valid consideration by the Company for the issue thereof) and will not be subject to any call for payment of further capital.

3. EXTENT OF OPINIONS

We express no opinion as to any agreement, instrument or other document other than as specified in this letter or as to any liability to tax which may arise or be suffered as a result of or in connection with the transactions contemplated by the Business Combination Agreement or the Equity Plans.

This letter only applies to those facts and circumstances which exist as at today’s date and we assume no obligation or responsibility to update or supplement this letter to reflect any facts or circumstances which may subsequently come to our attention, any changes in laws which may occur after today, or to inform the addressee of any change in circumstances happening after the date of this letter which would alter our opinion.

4. DISCLOSURE AND RELIANCE

This letter is addressed to you solely for your benefit in connection with the Registration Statements. We consent to the filing of this letter as an exhibit to the Registration Statements. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations thereunder.

This letter may not be relied upon by you for any other purpose, and, other than as set out above, may not be furnished to, or assigned to or relied upon by any other person, firm or entity for any purpose without our prior written consent, which may be granted or withheld in our discretion.

Yours faithfully

/s/ LATHAM & WATKINS

SCHEDULE 1

ASSUMPTIONS

The opinions in this letter have been given on the basis of the following assumptions:

- (a) the genuineness of all signatures, stamps and seals on all documents, the authenticity and completeness of all documents submitted to us as originals, and the conformity to original documents of all documents submitted to us as copies;
- (b) that, where a document has been examined by us in draft or specimen form, it will be or has been duly executed in the form of that draft or specimen;
- (c) that the articles of association of the Company referred to in paragraph 1.3 (k) of this letter remain in full force and effect, and no alteration has been made or will be made to such articles of association, in each case, prior to any date on which the Shares are allotted, issued or rights are granted to subscribe for Shares (each such date being an “Allotment Date”);
- (d) that the TechnipFMC Plan remains in full force and effect and no alteration has been made or will be made to TechnipFMC Plan prior to an Allotment Date;
- (e) that all documents, forms and notices which should have been delivered to the Companies Registration Office in respect of the Company have been so delivered, that the results of the Searches are complete and accurate, that the position has not changed since the times at which the Searches were made and that the results of the Searches will remain complete and accurate as at each Allotment Date;
- (f) that (i) the resolutions described in the written resolutions of the board of directors of the Company and the resolutions of the Compensation Committee and the Equity Plan Committee provided to us in connection with the giving of this opinion or otherwise contemplated in connection with the matters referred to herein were and/or will be duly passed as written resolutions of the board of directors of the Company or the Compensation Committee or Equity Plan Committee, as applicable, all constitutional, statutory and other formalities were and/or will be observed and such resolutions have not been, and will not be, revoked or varied and remain in full force and effect and will remain so at each Allotment Date; and (ii) the proceedings and resolutions described in the minutes of the meetings of the board of directors, Compensation Committee and Equity Plan Committee referred to at paragraphs 2(c) and 2(d) of this letter or otherwise contemplated in connection with the matters referred to herein were and/or will be duly conducted as so described, and that each of the meetings referred to therein was and/or will be duly constituted, convened and conducted and all constitutional, statutory and other formalities were and/or will be duly observed (including, if applicable, those relating to the declaration of directors’ interests or the power of interested directors to vote), a quorum was and/or will be present throughout, the requisite majority of directors voted and/or will vote in favour of approving the resolutions and the resolutions passed thereat were and/or will be duly adopted, have not been and will not be revoked or varied and remain in full force and effect and will remain so as at each Allotment Date;
- (g) that the resolutions of the shareholders of the Company provided to us in connection with the giving of this opinion and of the shareholders of the Company as referred to at paragraph 2 (b) of this letter or otherwise contemplated in connection with the matters referred to herein were and/or will be duly passed as written resolutions of the Company or at a general meeting of the Company, all constitutional, statutory and other formalities were and/or will be observed in relation to such written resolutions and/or general meeting and such resolutions have not been and/or will not be revoked or varied and will not be revoked or varied prior to each Allotment Date and remain in full force and effect and will remain in full force and effect as at each Allotment Date;

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- (h) that at the time of each allotment and issue of any Shares the Company shall have received in full “cash consideration” (as such term is defined in section 583(3) of the Companies Act) equal to the subscription price payable for such Shares and shall have entered the holder or holders thereof in the register of members of the Company showing that all such Shares shall have been fully paid up as to their nominal value and any premium thereon as at each Allotment Date;
- (i) in relation to any allotment and issue of any Shares by the Company pursuant to the Equity Plans, that the recipient will have become entitled to such Shares under the terms of the relevant Equity Plan such Shares will, where applicable, be fully vested each in accordance with the terms of the relevant Equity Plan and such recipient has or will have complied with all other requirements of the relevant Equity Plan in connection with the allotment and issue of such Shares;
- (j) that all awards have been made under the terms of the relevant Equity Plan, that the terms of all awards have not materially deviated from the terms set out in the relevant Equity Plan and that any Shares will be allotted and issued in accordance with the terms set out in the relevant Equity Plan and in accordance with the Company’s articles of association;
- (k) that the Equity Plans have been validly adopted and no alteration has been or shall be made to the Equity Plans since the date of adoption;
- (l) that immediately prior to each Allotment Date, the directors of the Company had or shall have sufficient authority and powers conferred upon them to allot and issue such Shares and grant such rights (as applicable) under section 551 of the Companies Act and under section 570 of the Companies Act as if section 561 of the Companies Act did not apply to such allotment and issue or grant, and the directors of the Company shall not allot or issue (or purport to allot or issue) Shares and shall not grant rights (or purport to grant rights) to acquire Shares in excess of such powers or in breach of any other limitation on their power to allot and issue Shares or grant rights to acquire Shares;
- (m) that in relation to the allotment and issuance of Shares pursuant to the Equity Plans or otherwise to an employee benefit trust, that such Shares will be allotted and issued in accordance with the terms of the relevant Equity Plan, the Company’s articles of association and the requirements of all applicable laws;
- (n) that no Shares shall be allotted or issued, or are or shall be committed to be allotted or issued, at a discount to their nominal value (whether in dollars or equivalent in any other currency);
- (o) that no Shares or rights to subscribe for Shares have been or shall be offered to the public in the United Kingdom in breach of the Financial Services and Markets Act 2000 (“FSMA”) or of any other United Kingdom laws or regulations concerning offers of securities to the public, and no communication has been or shall be made in relation to the Shares in breach of section 21 of the FSMA or any other United Kingdom laws or regulations relating to offers or invitations to subscribe for, or to acquire rights to subscribe for or otherwise acquire, shares or other securities;

LATHAM & WATKINS

- (p) that in issuing and allotting and granting rights to acquire Shares and administering the Equity Plans, the Company is not carrying on a regulated activity for the purposes of section 19 of FSMA;
- (q) that the Company has complied and will comply with all applicable anti-terrorism, anti-money laundering, sanctions and human rights laws and regulations and that each allotment and issue of Shares and grant of rights to acquire Shares pursuant to the Equity Plans will be consistent with all such laws and regulations;
- (r) that the Equity Plans have the same meaning and effect as if they were governed by English law;
- (s) that the Business Combination Agreement, the Equity Plans and all obligations thereunder have been entered into and the Shares will be allotted and issued in good faith and on bona fide commercial terms and on arms' length terms and for the purpose of carrying on the business of the Company and that there are reasonable grounds for believing that the entry into of the Business Combination Agreement and the Equity Plans and the allotment and issue of the Shares will promote the success of the Company for the benefit of its members as a whole; and
- (t) that the Company has not taken any corporate or other action nor have any steps been taken or legal proceedings been started against the Company for the liquidation, winding up, dissolution, reorganisation or bankruptcy of, or for the appointment of a liquidator, receiver, trustee, administrator, administrative receiver or similar officer of, the Company or all or any of its assets (or any analogous proceedings in any jurisdiction) and the Company is not unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986 and will not become unable to pay its debts within the meaning of that section as a result of any of the transactions contemplated herein, is not insolvent and has not been dissolved or declared bankrupt (although the Searches gave no indication that any winding-up, dissolution or administration order or appointment of a receiver, administrator, administrative receiver or similar officer has been made with respect to the Company).

SCHEDULE 2

RESERVATIONS

The opinions in this letter are subject to the following reservations:

- (a) the Searches are not capable of revealing conclusively whether or not a winding-up or administration petition or order has been presented or made, a receiver appointed, a company voluntary arrangement proposed or approved or any other insolvency proceeding commenced. We have not made enquiries of any District Registry or County Court;
- (b) the opinions set out in this letter are subject to (i) any limitations arising from applicable laws relating to insolvency, bankruptcy, administration, reorganisation, liquidation, moratoria, schemes or analogous circumstances; and (ii) an English court exercising its discretion under section 426 of the Insolvency Act 1986 (*co-operation between courts exercising jurisdiction in relation to insolvency*) to assist the courts having the corresponding jurisdiction in any part of the United Kingdom or any relevant country or territory;
- (c) we express no opinion as to matters of fact;
- (d) we express no opinion on the compliance of the Equity Plans, or the compliance of any award made under the Equity Plans, with the rules or regulations of the NASDAQ Stock Market LLC, the rules of Euronext Paris or the rules or regulations of any other securities exchange that are applicable to the Company;
- (e) we express no opinion in relation to the legality, enforceability or validity of the Equity Plans or any award agreement entered into pursuant to such Equity Plans. In particular, but without prejudice to the generality of the foregoing, we have assumed that the Shares to be allotted under the Equity Plans or any such award agreement will be paid up in full (as to their nominal value and any premium) in cash (within the meaning of section 583(1) of the Companies Act) and we express no opinion as to whether any consideration other than “cash consideration” (as such term is defined in section 583(3) of the Companies Act) which might be paid, or purport to be paid, for the Shares would result in such Shares being validly issued, fully paid and not subject to any call for payment of further capital;
- (f) if any award of Restricted Stock Units under an Equity Plan does not constitute the award of a cash bonus, so as to create a liability for a liquidated sum, any Shares purported to be allotted and issued pursuant to any such award will not have been validly allotted and issued for cash in accordance with the requirements of the Companies Act and may not therefore be fully paid and not subject to any call for payment of further capital; and
- (g) it should be understood that we have not been responsible for investigating or verifying the accuracy of the facts, including statements of foreign law, or the reasonableness of any statements of opinion, contained in the Registration Statements, or that no material facts have been omitted from it.

Consent of Independent auditors

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of TechnipFMC plc dated February 27, 2017 pertaining to FMC Technologies, Inc. Savings and Investment Plan, FMC Puerto Rico Savings and Investment Plan, FMC Technologies, Inc. International Savings and Investment Plan and FMC Technologies, Inc. Non-Qualified Savings and Investment Plan, of our reports (1) dated August 9, 2016 relating to the consolidated financial statements of Technip and its subsidiaries included in TechnipFMC plc's S-4/A filed with the Commission on October 25, 2016 and (2) dated February 24, 2017 relating to the consolidated financial statements of Technip and its subsidiaries included in TechnipFMC plc's Form 8-K/A filed with the Commission on February 24, 2017.

Neuilly-sur-Seine and Paris-La Défense, February 27, 2017

/s/ PricewaterhouseCoopers Audit

/s/ ERNST & YOUNG et Autres

Consent of Independent Registered Public Accounting Firm

The Board of Directors
TechnipFMC plc:

We consent to the use of our reports (1) dated February 22, 2017, with respect to the consolidated balance sheets of FMC Technologies, Inc. as of December 31, 2016 and 2015, and the related consolidated statements of income, comprehensive income, cash flows, and changes in stockholders' equity for each of the years in the three-year period ended December 31, 2016, (2) dated January 13, 2017, with respect to the consolidated balance sheets of TechnipFMC plc as of December 31, 2016 and 2015, and the related consolidated statements of comprehensive income, changes in stockholder's equity, and cash flows for the year ended December 31, 2016 and the period December 9, 2015 to December 31, 2015, and (3) dated February 24, 2016, with respect to the consolidated balance sheets of FMC Technologies, Inc. as of December 31, 2015 and 2014, and the related consolidated statements of income, comprehensive income, cash flows and changes in stockholders' equity for each of the years in the three-year period ended December 31, 2015, and the related financial statement schedule II, and the effectiveness of internal control over financial reporting as of December 31, 2015, incorporated herein by reference.

(signed) KPMG LLP

Houston, Texas
February 27, 2017

TechnipFMC plc

Power of Attorney

The undersigned whose signature appears below constitutes and appoints Maryann Mannen and Dianne Ralston, and each of them (with full power to each of them to act alone), as the undersigned's true and lawful attorneys-in-fact and agents, with full power of substitution, for the undersigned and in the undersigned's name, place and stead, in any and all capacities, to sign and affix the undersigned's name to TechnipFMC plc's Registration Statements on Form S-8 and any and all amendments, including post-effective amendments thereto, in connection with the registration under the Securities Act of 1933, as amended, of ordinary shares of TechnipFMC plc pursuant to the FMC Technologies, Inc. Non-Qualified Savings and Investment Plan, FMC Technologies, Inc. Incentive Compensation and Stock Plan, TechnipFMC plc Incentive Award Plan, 2010 Technip Incentive and Reward Plan, 2011 Technip Incentive and Reward Plan, 2012 Technip Incentive and Reward Plan, 2013 Technip Incentive and Reward Plan, 2014 Technip Incentive and Reward Plan, 2015 Technip Incentive and Reward Plan, 2016 Technip Incentive and Reward Plan, Technip Capital 2015 Plan, Technip Capital 2012 Plan, FMC Technologies, Inc. Savings and Investment Plan, FMC Puerto Rico Savings and Investment Plan and FMC Technologies, Inc. International Savings and Investment Plan, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission.

The undersigned also grants to 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 and necessary to be done in furtherance thereof, hereby ratifying and confirming all that such attorneys-in-fact and agents, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney as of this 27th day of February, 2017.

/s/ Douglas J. Pferdehirt

Name: Douglas J. Pferdehirt

Title: Director and Chief Executive Officer

/s/ Thierry Pilenko

Name: Thierry Pilenko

Title: Director and Executive Chairman

/s/ Arnaud Caudoux

Name: Arnaud Caudoux

Title: Director

/s/ Pascal Colombani

Name: Pascal Colombani

Title: Director

/s/ Marie-Ange Debon

Name: Marie-Ange Debon

Title: Director

/s/ Eleazar de Carvalho Filho

Name: Eleazar de Carvalho Filho

Title: Director

/s/ Claire S. Farley

Name: Claire S. Farley

Title: Director

/s/ Didier Houssin

Name: Didier Houssin

Title: Director

/s/ Peter Mellbye

Name: Peter Mellbye

Title: Director

/s/ John O'Leary

Name: John O'Leary

Title: Director

/s/ Richard A. Pattarozzi

Name: Richard A. Pattarozzi

Title: Director

/s/ Kay G. Priestly

Name: Kay G. Priestly

Title: Director

/s/ Joseph Rinaldi

Name: Joseph Rinaldi

Title: Director

/s/ James M. Ringler

Name: James M. Ringler

Title: Director



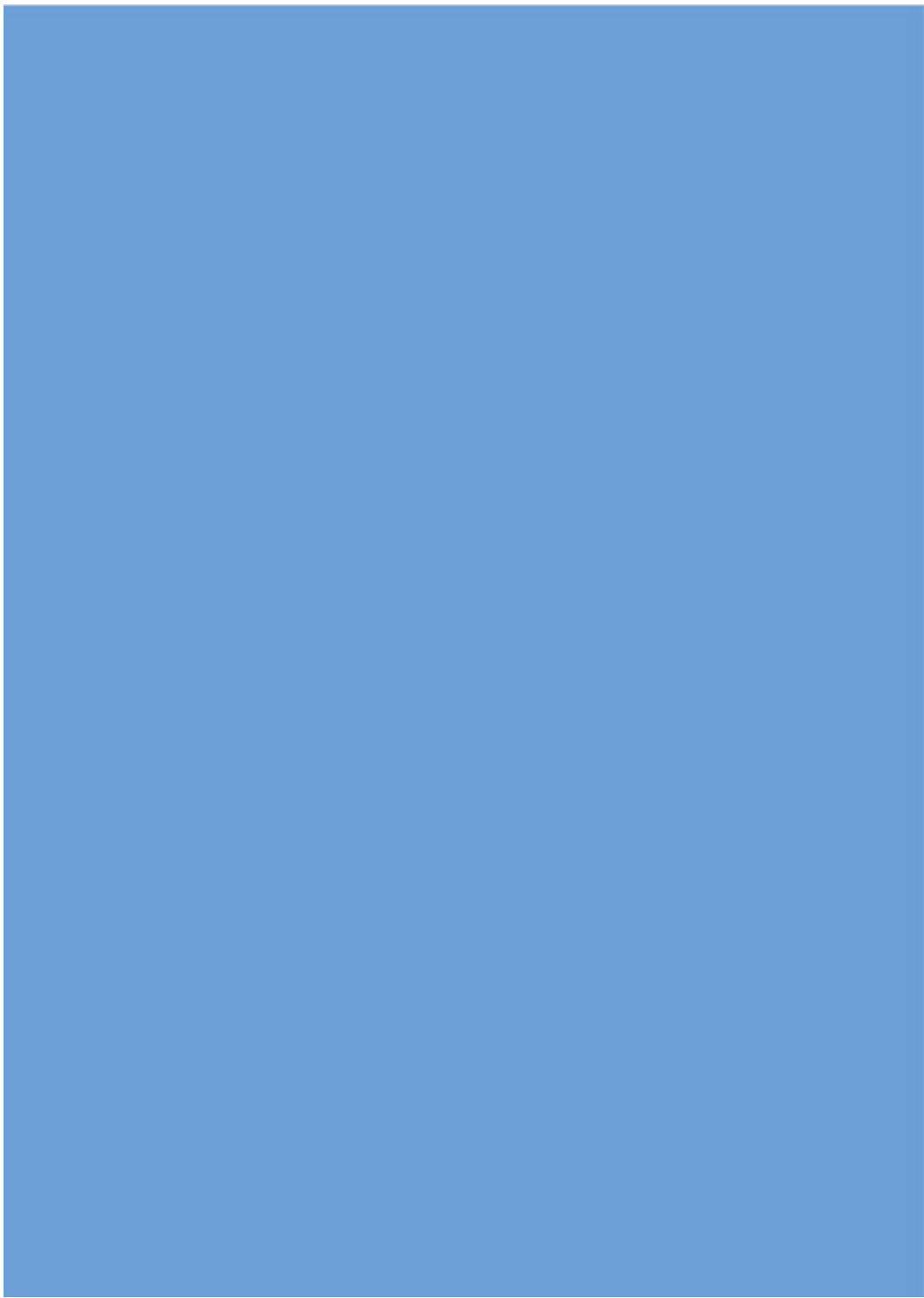
FMC Technologies Inc. International Savings and Investment Plan



Summary Plan Description

We're thinking about your retirement





**FMC Technologies Inc.
International Savings and Investment Plan**

Contents



	page
FMC Technologies Inc. International Savings and Investment Plan	2
How the plan works	3
Making the most of the plan	5
Withdrawing your savings	6
Important legal information	9

FMC Technologies Inc. International Savings and Investment Plan



Welcome to the FMC Technologies Inc. International Savings and Investment Plan (the plan).

The FMC Technologies Inc. International Savings and Investment Plan is designed to help you save for your retirement. It has been set up especially for full-time salaried employees who work outside of the US.

You can find out how the plan works in this summary plan description. It describes important features such as how the company will help you save and how you can access information online. You should read this together with the Your Investment Choice leaflet, which can help you decide on how to invest your savings. It explains the investment options that are available to you and the basics of investing for retirement.

WHO TO CONTACT

Fidelity administers the plan in the UK and also manages the funds that are available to you. You can contact Fidelity's Pensions Service Centre by:

Email: pensions.service@uk.fid-intl.com

Internet: www.fidelitypensions.co.uk

Telephone: (+44) 1737 838 585 (08457 234 235 from within the UK). Lines are open Monday to Friday, 8am to 6pm (UK time)

Post: **Fidelity Pensions Service Centre**

Beech Gate
Millfield Lane
Lower Kingswood
Tadworth
Surrey KT20 6RP

Fidelity's representatives will be happy to answer questions you may have about the plan and its investment options but, for regulatory reasons, are unable to provide you with financial advice.

How the plan works

The plan will help you save for your retirement or any other long-term savings goals. The way it works is simple:

Eligibility

Key employees grade 20 or above who are not eligible to join a similar FMC Technologies Inc. plan are eligible to join this plan.

In some instances a grade lower than 20 is approved for a site or individuals depending on grade structures. If you are uncertain about your eligibility, please contact your local HR manager or payroll administrator.

Also, you may only join the plan if your earnings are not charged to United States (US) tax. You will not be able to join the plan if you are a citizen or resident of the US, Canada or the Cayman Islands.

You enrol

Simply complete the enrolment and beneficiary election forms included with this leaflet and return it to your local payroll administrator by the last day of the month prior to the month in which you want to join the plan. For example, if you wish to join the plan from 1 July you should return the forms by 30 June.

Participation in the plan is at the company's discretion and can not be considered an acquired right.

Your own account

An account is opened for you. You use this to save for your retirement or any other long-term savings goal.

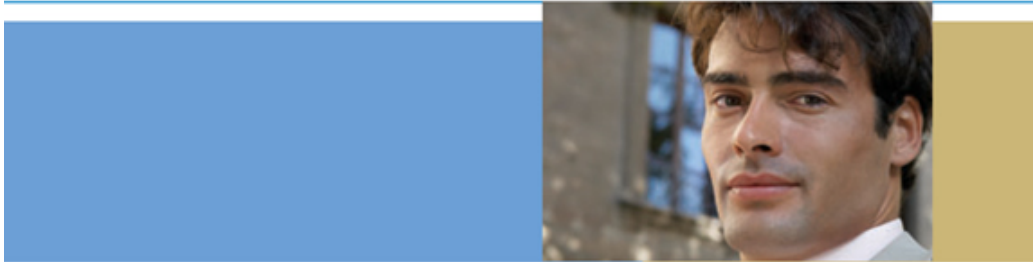
You contribute

You may elect to contribute 2% - 75% of your eligible pay into the plan. Your contribution will be divided into two parts:

Basic contributions - these are the first 2% to 5% of eligible pay.

Supplemental contributions - you can elect to make extra payments of 1% to 70% of eligible pay.

Once you decide how much you wish to contribute and which investment options are suitable for you, your contributions will be automatically deducted from your salary.



The company will help you save

A key benefit of saving with the plan is that the company will contribute. Effective November 2007, the company will match 100%* of the amount of your basic contributions to the same funds as you elect.**

Please note that FMC Technologies Inc. will not match any supplemental contributions you may make.

* The amount of company contributions is at the management's discretion and may change.

** In some countries, only FMC Technologies Inc. stock may be available as an investment option.

All contributions are calculated and paid to Fidelity by the company in US dollars.

Please also note that in some countries the company contribution may be taxable while they are still invested in your personal account. This could be, for example, at the time the contribution is made or at that time when you are entitled to their full value. We strongly encourage you to consult a tax adviser familiar with your financial circumstances to find out how the tax rules affect your individual circumstances.

JARGON BUSTER

Your **eligible pay** includes your current salary and any applicable bonus. Please contact your local HR Manager or payroll administrator if you have any questions regarding eligible pay.

You invest your account

You have a wide range of Fidelity funds to choose from. The fund range covers the main investment types – equities, bonds and cash – and the major financial markets. The individual funds are listed in the Your Investment Choice leaflet.

Changing your investment choice is easy. You can make the change any time online using PlanViewer. You can also call the Pensions Service Centre.

FMC Technologies Inc. Stock

In accordance with the terms of the plan, if you select FMC Technologies Inc. stock as one of your investment choices, Fidelity arranges for both your own contributions and company contributions, if any, to purchase FMC Technologies Inc. stock.

Fidelity gives its own funds a risk rating and these are explained in Your Investment Choice leaflet. Fidelity would rate investing in FMC Technologies stock as 'very high' risk relative to the other investment options because it invests in a single stock. In contrast, Fidelity's equity funds are potentially not as volatile because they invest in the stock of many companies.

Deciding on which fund or combination of funds is going to be right for you is not easy. When making your decision, you should bear in mind that the value of investments may go down as well as up and an investor may not get back the amount invested. If the fund you choose invests in overseas markets, changes in rates of exchange between currencies may cause the value of your investment to fall. Investments in small and emerging markets can be more volatile and liquidity may be lower than other overseas markets. Due to the greater possibility of default, an investment in corporate bonds is generally less secure than an investment in government bonds. Make sure you read Your Investment Choice leaflet for more information and guidance.

Please be aware that the switching of funds may result in you being out of the market for a short time and market movement in that time may affect the value of your investments. Fidelity reserves the right to limit the number or frequency of times you can switch and may exercise this right in a variety of circumstances, for example if short term or excessive trading in the funds may harm performance by disrupting portfolio management strategies and increasing expenses.

Please note: if you become resident in the US, regulations prohibit you from changing your investments directly through Fidelity. For the period you are resident in the US, instructions to change your investment choice can only be made by the trustee.

Making the most of the plan

The plan is an opportunity for you to make a real contribution towards your retirement or any other long-term savings goal. Here's how you can make the most of being a participant.

Transferring savings into the plan

You may also be able to transfer savings from other multinational savings plans you have participated in. You will not be able to transfer savings from a plan which has been approved by local tax authorities. If you are interested in transferring savings into the plan, it is a good idea to speak to a financial adviser first. You should then call the Pensions Service Centre for a transfer form.

The value of your personal account

There is no minimum or maximum to the value of your benefits. The amount will depend on all the contributions paid during your participation and the returns received on their investment over the years. Your benefits will be paid in US dollars.

AN EASIER WAY TO MANAGE YOUR ACCOUNT

Fidelity provides plenty of tools and services to help you manage your account.

PlanViewer for online access to your account – login to www.fidelitypensions.co.uk

Your login details will be sent to you after you enrol. You can:

- find out your current balance
- run an account statement over particular dates
- monitor your investments
- find out how a particular fund has performed
- view or download factsheets for each fund
- change your investment choice
- access the latest market news.

Pensions Service Centre for help and information. Call **(+44) 1737 838 585**. You can:

- find out your account balance
- ask for an account statement
- find out more information about the funds available to you
- change your investment choice
- change your personal details
- ask for guides and factsheets to help you manage your account.

Withdrawing your savings



On retirement

You would normally retire from the company at age 65 unless you have a different normal retirement age in your contract of employment.

On leaving the company

If you leave before you retire, you will no longer be able to participate in the plan and you must take an immediate lump sum withdrawal of the total value of your account.

You are entitled to the full value of your own contributions when:

- you leave the company, or
- you retire, usually on your 65th birthday, or
- you leave on early retirement.

The amount of company contributions you are entitled to will depend on your length of service from the date of joining the company, as shown in the table below.

Length of service with the company	% of company contributions you are entitled to
Up to 2 years	0%
2 – 3 years	20%
3 – 4 years	40%
4 – 5 years	60%
5 years and over	100%

You are also entitled to receive 100% of the value of the company's contributions at withdrawal in the following circumstances:

- you reach age 55, or
- you become permanently and totally disabled, or
- you leave the company due to a permanent shutdown of a site.

Effective November 1, 2007 In-Service Withdrawals will no longer be available except for hardship as defined below. (The exception is those funds transferred into the plan from Harris Bank or GBC when the plan was first started.)

Please note that company contributions can never be taken as part of an In-Service Withdrawal.

In times of financial hardship

This is the exceptional circumstance in which you may be able to withdraw some or all of your savings from your account. This will be at the discretion of the company.

Hardship withdrawals

If you are faced with a financial hardship as outlined below, you can request a hardship withdrawal of any or all account balance. You should apply to your Human Resources manager in the first instance.

For a hardship withdrawal to be considered:

- you must demonstrate that you have an immediate and heavy financial need that cannot be met through other resources. These include assets of your spouse or minor child that are reasonably available to you, reimbursement or compensation through an insurance contract or otherwise, reasonable liquidation of assets, discontinuing contributions to the plan, other distributions or non-taxable loans from plans maintained by your employer or by borrowing from commercial sources on reasonable commercial terms in any amount sufficient to satisfy the need

and

- the amount withdrawn must not exceed the amount required to relieve such financial need.



Expenses that are deemed to result in financial hardship include:

- certain medical expenses incurred by you, your spouse or your dependents not covered by any company, government or other medical insurance plan
- costs directly related to the purchase or building of your principal residence (excluding mortgage payments)
- tuition and related educational fees for the next 12 months of post-secondary education for you, your spouse or your dependents
- payments necessary for the prevention of eviction from your principal personal residence or foreclosure on the mortgage of your principal residence
- funeral expenses for immediate family
- legal expenses for divorce
- uninsured property loss
- expenses incurred by you in adopting or attempting to adopt a child
- emergency expenses incurred in your personal bankruptcy.

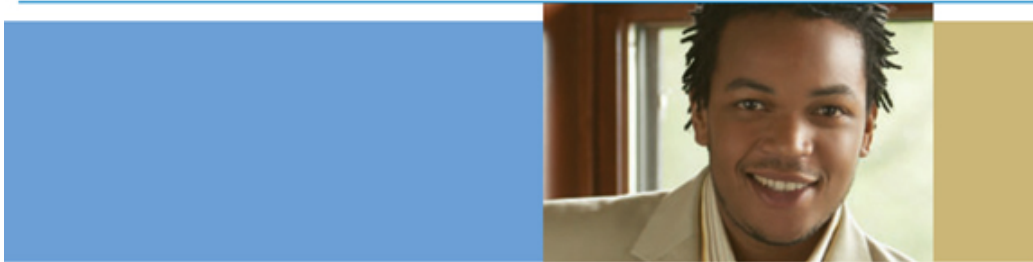
The company requires proper documentation of your need for a hardship withdrawal and may impose additional rules and procedures regarding hardship withdrawals. The company, in its discretion, will determine whether you have an immediate and heavy need for a hardship withdrawal in accordance with the company's uniform and non discriminatory procedure.

In the event of your death

If you were to die while still working for the company, the full value of your account, including any company contributions, will be paid as a lump sum to your beneficiaries. This will be paid irrespective of your length of service with the company. Please make sure you complete a beneficiary form so we have an up-to-date record of the person or persons you would this money to be paid to. This form is available from your local payroll administrator. You can also download a copy from the PlanViewer.

The value of your account will be paid to your designated beneficiary, and in the event of a discrepancy, the trustee may select the beneficiary.

Please note that it is the responsibility of the beneficiary to contact FMC to obtain any benefit.



Tax on benefits in payment

You may have to pay tax on payments out of the plan, such as in-service withdrawals, or payments on leaving service, at retirement or your death. The amount of tax and how it may be applied will depend on the tax rules of the country where you are resident for tax purposes. No tax will be deducted when you receive a distribution from the plan.

We strongly encourage you to consult a tax adviser familiar with your financial circumstances to find out how the tax rules affect your individual circumstances.

Please be aware that neither 'Fidelity International Limited (FIL)' nor 'FMR Corp group company', nor 'FIL Trust Company Limited' as trustee of the FMC Technologies Inc. International Savings and Investment Plan nor FMC Technologies Inc. as sponsor of the plan can advise you as to whether this plan payment results in a liability or potential liability to taxation in any country or elsewhere. It is incumbent upon you to take such taxation advice as you consider necessary and make such declarations on such tax returns as appropriate to enable you to discharge any potential taxation liability arising to you from this plan payment. Neither 'Fidelity International Limited (FIL)' nor 'FMR Corp group company', nor 'FIL Trust Company Limited' as trustee of the FMC Technologies Inc. International Savings and Investment Plan nor FMC Technologies Inc. as sponsor of the plan can accept any liability for any charge to tax arising here from.

ANY QUESTIONS?

Call the Pensions Service Centre on

(+44) 1737 838 585

Lines are open Monday to Friday, 8am to 6pm (UK time).

Important legal information

Charges

The company pays the costs of running the plan for all contributing members and for deferred members who remain invested in the plan.

Each investment fund is charged an annual management charge, which is deducted from its assets. These charges currently range from 0.40% and 1.50% and if they change Fidelity will notify you.

There is no initial charge on investing your contributions nor is there any administration charge for withdrawing your investments.

Structure and trustees

The plan is a pension arrangement maintained for the benefit of persons whose earnings are not chargeable to US tax. The plan is governed by legal documents, known as the trust deed and rules, which specify how it must be run.

The trustee is appointed by the company and is responsible for the plan's administration and for making sure that your interests are protected. The trustee will always remain the owner of the investments in the plan. You can contact the trustee of the plan by calling Fidelity's Pension Service Centre on **(+44) 1737 838 585 (08457 234 235** from within the UK).

Administrator

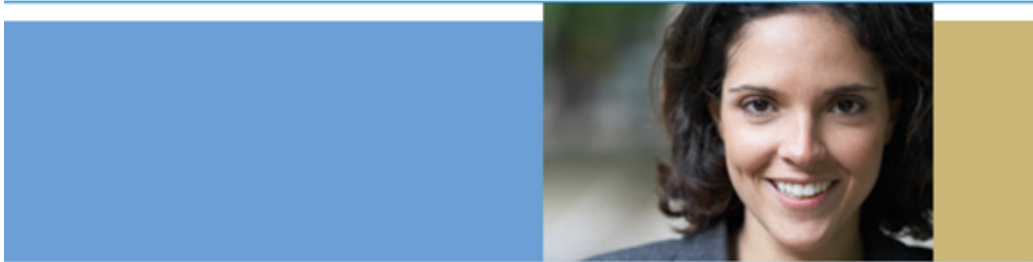
Fidelity Pensions Management handles the administration of the plan. Fidelity's address is shown at the front of this booklet.

Rules and regulations

This booklet is intended as a guide to the plan and will always be overruled by the trust deed and rules in the event of any conflict between the two.

Amendment or discontinuance

The company reserves the right to amend or discontinue the plan at any time. If your benefits or rights are affected you will be given written notice. If the plan is discontinued, your entitlement will be determined by the trust deed and rules governing the plan and a statement detailing the value of your pension account and your options will be sent to you.



Data Protection Act (UK)

The personal data that you provide or which is provided about you through the course of your business relationship with Fidelity will be held on and processed by computer or other means in order for Fidelity or its affiliated or associated companies or agents to administer the plan. This may involve the transfer of data by electronic means including the internet and may also include the transfer of such data to affiliated or associated companies or agents based outside the European Economic Area. Your information will be held in confidence and not passed to any other company without appropriate permission or unless Fidelity is required to do so by law except in the following circumstances:

- where it is necessary in order to administer the plan
- where we are provided with updated address details or other information by either you or your current employer, in which case we will update the information we keep for any other schemes of which you are a member and for which we hold records on our database
- we may provide some information to your employer to help us administer the plan
- if your employer requests, we may also provide certain information to a Financial Adviser to allow you to receive advice.

You have the right to obtain a copy of the personal data held about you for which you may be charged a fee – simply contact the Pensions Service Centre on **(+44) 1737 838 585 (08457 234 235** from within the UK).

Liability

Fidelity will not be responsible for losses arising through providing services under the plan or for anything it does or omits to do unless that failure is a breach of the Financial Services and Markets Act 2000 or the Financial Services Authority Rules, or is the result of a lack of due skill, care and diligence by Fidelity or its employees or agents. Fidelity will not, therefore, be responsible for losses arising from matters beyond its control, including fire, explosion, war, industrial disputes or breakdown of equipment.

Termination

The provision of Fidelity's services will also terminate if the agreement between Fidelity and the trustee is terminated or if the trustee decide that the services may not be provided to you or any category of members to which you belong. If Fidelity receives notice of termination, Fidelity will be entitled to complete all transactions already initiated in relation to your pension account. There is, currently, no charge arising on the termination of the services.

If Fidelity receives written notice of your death, it may continue to accept and rely upon instructions given by your executor or pension representative.

Complaints

Fidelity has procedures in place for the consideration of complaints. You can call Fidelity to obtain details of these procedures and also of your right to compensation if Fidelity is unable to meet its liabilities to you.

Other formats

If you find it difficult to read this document, please contact Fidelity and we can provide you with an alternative format including large print, Braille, audiotape and CD.



(+44) 1737 838 585



www.fidelitypensions.co.uk



pensions.service@uk.fid-intl.com

Fidelity International Limited (FIL), established in Bermuda, and its subsidiaries are commonly referred to as Fidelity or Fidelity International. Fidelity, Fidelity International and the Pyramid Logo are trademarks of Fidelity International Limited. Please note that the information contained in this leaflet is not applicable to US residents. Past performance is not a reliable indicator of future results. The value of investments may go down as well as up and an investor may not get back the amount invested.

Fidelity Funds and Fidelity Funds I are open-ended investment companies established in Luxembourg with different classes of shares.

Fidelity Funds and Fidelity Funds I are recognised under Section 264 of the UK Financial Services and Markets Act 2000 and as such are not covered by the Financial Services Compensation Scheme, nor by any similar scheme in Luxembourg; however, claims for loss in regards to such recognised funds against an FSA authorised firm such as Fidelity will be.

The value of shares may rise or fall due to the changes in the rate of exchange of the currency in which the funds are invested if the investment is made in a currency other than the shareholder's own. However, the risk rating for the fund assumes investments are made in the fund's denominated currency.

Due to the lack of liquidity in many smaller stock markets, certain country select funds may be volatile and redemption rights may be restricted in extreme circumstances. The value of shares in Fidelity Funds I may be adversely affected by insolvency or other financial difficulties affecting any institution in which the fund's cash has been deposited.

Fidelity Investments International, authorised and regulated by the Financial Services Authority (FSA registered number 122170), is the distributor and UK Representative of Fidelity Funds and Fidelity Funds I. Foreign exchange transactions are effected through an associated company of rates determined in aggregate with other transactions from which a benefit may be derived by the associated company. Information here is based on Fidelity's understanding of tax laws applicable to Fidelity Funds I for UK investors and is not a recommendation that investors take or refrain from taking any course of action. Prospective investors should consult an adviser with reference to their own tax position.

Fidelity only gives information about its own products and services and does not provide investment advice based on individual circumstances. If you would like advice, please contact a Financial Adviser.

For your protection and to provide additional security, all calls to the Pensions Service Centre are recorded and possibly monitored.

Issued and approved by Fidelity Pensions Management (FSA registered number 144340), authorised and regulated by the Financial Services Authority. Registered in England and Wales No 2015142. Registered office at Oakhill House, 130 Twickenham Road, Hildenborough, Kent, England TN11 9DZ. Fidelity's VFT identification number 395 3090 35, October 2007. M001963. MC71104097.