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

FORM 10-Q

(X) Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the quarterly period ended June 30, 2001

or

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

For the transition period from-------- to---------

Commission File Number 1-16489

FMC Technologies, Inc.

(Exact name of registrant as specified in its charter)

Delaware	36-4412642
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

200 East Randolph Drive, Chicago, Illinois 60601

(312) 861-6000

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes _____ No X

Indicate the number of shares outstanding of each of the Issuer's classes of common stock, as of the latest practicable date.

Class	Outstanding at June 30, 2001
Common Stock, par value $0.01 per share	65,000,000

PART I - FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

FMC Technologies, Inc. and Consolidated Subsidiaries

Consolidated and Combined Statements of Income (Unaudited)

(In millions, except per share data)

	Three Months Ended June 30		Six Months Ended June 30	
	2001	2000	2001	2000
Revenue	$478.1	$495.4	$907.5	$937.3

Costs and expenses:				
Cost of sales or services	368.5	368.7	702.3	708.7
Selling, general and administrative expense	71.6	77.1	144.4	151.8
Research and development expense	16.1	14.6	29.2	28.9
Asset impairments (Note 8)	-	1.5	1.3	1.5
Restructuring and other charges (Note 8)	-	9.8	9.2	9.8
Total costs and expenses	456.2	471.7	886.4	900.7
Income before interest income, interest expense, income taxes, and the cumulative effect of a change in accounting principle	21.9	23.7	21.1	36.6
Minority interests	0.5	(0.1)	0.6	(0.1)
Interest income	0.9	0.1	1.4	1.2
Interest expense	2.7	0.8	4.3	1.8
Income before income taxes and the cumulative effect of a change in accounting principle	19.6	23.1	17.6	36.1
Provision for income taxes	9.4	4.8	11.0	8.2
Income before the cumulative effect of a change in accounting principle	10.2	18.3	6.6	27.9
Cumulative effect of a change in accounting principle, net of income taxes (Note 5)	-	-	(4.7)	-
Net income	$ 10.2	$ 18.3	$ 1.9	$ 27.9

(continued)

FMC Technologies, Inc. and Consolidated Subsidiaries

Consolidated and Combined Statements of Income (Unaudited)(Continued)

(In millions, except per share data)

	Three Months Ended June 30		Six Months Ended June 30	
	2001	2000	2001	2000
Pro forma basic earnings per common share:				
Income before cumulative effect of a change in accounting principle	$0.16		$ 0.10	
Cumulative effect of a change in accounting principle	-		(0.07)	
Pro forma net earnings per common share	$0.16		$ 0.03	
Average number of shares used in pro forma basic earnings per share				

computations	65.0	65.0
Pro forma diluted earnings per common share:		
Income before cumulative effect of a change in accounting principle	$0.15	$ 0.10
Cumulative effect of a change in accounting principle	-	(0.07)
Pro forma net earnings per common share	$0.15	$ 0.03
Average number of shares used in pro forma diluted earnings per share computations	66.2	65.7

The accompanying notes are an integral part of the consolidated and combined financial statements.

FMC Technologies, Inc. and Consolidated Subsidiaries

Consolidated and Combined Balance Sheets

(In millions, except share and per share data)

Assets:	June 30 2001 (Unaudited)	December 31 2000
Current assets:		
Cash and cash equivalents	$ 11.5	$ 17.8
Trade receivables, net of allowances of $7.6 in 2001 and $7.2 in 2000	355.6	328.9
Inventories	277.8	254.8
Other current assets	89.1	62.0
Deferred income taxes	26.6	29.8
Total current assets	760.6	693.3
Investments	26.6	29.9
Property, plant and equipment, net (Note 6)	254.5	257.3
Goodwill and intangible assets	350.7	373.1
Other assets	15.7	12.0
Deferred income taxes	-	8.1
Total assets	$1,408.1	$1,373.7
Liabilities and stockholders' equity:		
Current liabilities:		
Short-term debt (Note 10)	$ 82.7	$ 41.1
Accounts payable, trade and other	340.2	328.3
Accrued and other current liabilities	182.5	153.2
Payable to FMC Corporation	52.2	-
Current portion of accrued pension and other postretirement benefits	4.7	13.2
Income taxes payable to FMC Corporation	36.8	34.0
Total current liabilities	699.1	569.8
Long-term debt (Note 10)	180.7	-
Accrued pension and other postretirement benefits, less current portion	61.5	59.2
Reserves for discontinued operations	27.7	30.6
Deferred income taxes	2.4	-

Other liabilities	71.8	75.9
Minority interests in consolidated companies	3.1	0.5
Stockholders' equity:		
Preferred stock, $0.01 par value, authorized 12,000,000 shares; no shares issued in 2001 or 2000	-	-
Common stock, $0.01 par value, 195,000,000 and 1,000 shares authorized in 2001 and 2000; 65,000,000 and 1,000 shares issued and outstanding in 2001 and 2000 (Note 12)	0.7	-
Capital in excess of par value of common stock	504.9	-
Owner's net investment	-	752.0
Retained earnings	9.5	-
Accumulated other comprehensive loss	(153.3)	(114.4)
Total stockholders' equity	361.8	637.6
Total liabilities and stockholders' equity	$1,408.1	$1,373.7

The accompanying notes are an integral part of the consolidated and combined financial statements.

FMC Technologies, Inc. and Consolidated Subsidiaries

Consolidated and Combined Statements of Cash Flows (Unaudited)

(In millions)

	Six Months Ended June 30	
	2001	2000
Cash provided (required) by operating activities of continuing operations:		
Income before the cumulative effect of a change in accounting principle	$ 6.6	$ 27.9
Adjustments to reconcile income before the cumulative effect of a change in accounting principle to cash provided (required) by operating activities of continuing operations:		
Depreciation and amortization	30.9	29.3
Asset impairments (Note 8)	1.3	1.5
Restructuring and other charges (Note 8)	9.2	9.8
Settlement of derivative contracts	(3.8)	-
Deferred income taxes	13.7	(0.1)
Other	4.4	5.3
Changes in operating assets and liabilities:		
Trade receivables	9.0	(26.4)
Net sale (repurchase) of securitized receivables	(38.0)	0.2
Inventories	(30.6)	19.3
Other current assets and other assets	(23.2)	(14.8)
Accounts payable, accrued and other current liabilities and other liabilities	6.4	(62.4)
Income taxes payable	3.3	12.1
Restructuring reserve	(7.4)	9.0
Accrued pension and other postretirement benefits, net	(9.1)	(2.4)
Cash provided (required) by operating activities of continuing operations	$(27.3)	$ 8.3

(continued)

FMC Technologies, Inc. and Consolidated Subsidiaries

Consolidated and Combined Statements of Cash Flows (Unaudited)(Continued)

(In millions)

	Six Months Ended June 30	
	2001	2000
Cash provided (required) by operating activities of continuing operations	$ (27.3)	$ 8.3
Cash required by discontinued operations	(2.9)	(2.5)
Cash provided (required) by investing activities:		
Acquisitions of businesses	(2.6)	(45.4)
Capital expenditures	(27.6)	(18.9)
Proceeds from disposal of property, plant and equipment and sale-leasebacks	6.6	21.4
Decrease in investments	12.3	17.4
Cash required by investing activities	(11.3)	(25.5)
Cash provided (required) by financing activities:		
Net increase (decrease) in short-term debt	41.6	(1.6)
Proceeds from issuance of long-term debt (Note 2)	250.0	-
Repayments of long-term debt	(69.3)	-
Issuances of common stock (Note 2)	207.2	-
Net contributions from FMC Corporation (Note 3)	86.3	7.6
Payments to FMC Corporation (Note 2)	(480.1)	-
Cash provided by financing activities	35.7	6.0
Effect of exchange rate changes on cash and cash equivalents	(0.5)	1.9
Decrease in cash and cash equivalents	(6.3)	(11.8)
Cash and cash equivalents, beginning of period	17.8	40.1
Cash and cash equivalents, end of period	$ 11.5	$ 28.3

Supplemental disclosure of cash flow information:

Cash paid for interest was $5.8 million and 2.4 million, and net cash paid (refunded) for income taxes was $3.5 million and $(3.2) million for the six-month periods ended June 30, 2001 and 2000, respectively.

The accompanying notes are an integral part of the consolidated and combined financial statements.

FMC Technologies, Inc. and Consolidated Subsidiaries

Consolidated and Combined Statements of Changes in Stockholders' Equity

(Unaudited)

(In millions)	Common stock	Capital in excess of par	Retained earnings	Owner's net investment	Accumulated other comprehensive income (loss)	Comprehensive income (loss)
Balance at December 31, 1999	$ -	$ -	$ -	$ 802.0	$ (79.8)	
Net income	-	-	-	9.6	-	$ 9.6
Foreign currency translation adjustment	-	-	-	-	(8.0)	(8.0)
Contribution from owner (Note 3)	-	-	-	30.0	-	-
						$ 1.6
Balance at March 31, 2000	-	-	-	841.6	(87.8)	
Net income	-	-	-	18.3	-	$ 18.3
Foreign currency translation adjustment	-	-	-	-	(10.5)	(10.5)
Distribution to owner (Note 3)	-	-	-	(22.4)	-	-
						$ (7.8)
Balance at June 30, 2000	$ -	$ -	$ -	$ 837.5	$ (98.3)	
Balance at December 31, 2000	$ -	$ -	$ -	$ 752.0	$(114.4)	
Net loss	-	-	-	(8.3)	-	$ (8.3)
Foreign currency translation adjustment	-	-	-	-	(9.9)	(9.9)
Contribution from owner (Note 3)	-	-	-	35.5	-	-
Net deferral of hedging losses	-	-	-	-	(1.3)	(1.3)
Cumulative effect of a change in accounting principle (Note 5)	-	-	-	-	(1.3)	(1.3)
						$(20.8)
Balance at March 31, 2001	-	-	-	779.2	(126.9)	
Net income (Note 3)	-	-	9.5	0.7		$ 10.2
Issuance of common stock to FMC Corporation (Note 12)	0.6	297.8	-	(298.4)	-	-
Sale of common stock to public (Note 2)	0.1	207.1	-	-	-	-
Return of capital to FMC Corporation (Note 2)	-	-	-	(488.1)	-	-
Accrual of additional payment to FMC Corporation (Note 2)	-	-	-	(35.7)	-	-
Foreign currency translation adjustment	-	-	-	-	(23.6)	(23.6)
Contribution from owner (Note 3)	-	-	-	42.3	-	-
Net deferral of hedging losses	-	-	-	-	(2.8)	(2.8)
						$(16.2)
Balance at June 30, 2001	$0.7	$504.9	$9.5	$ -	$(153.3)	

The accompanying notes are an integral part of
the consolidated and combined financial statements.

FMC Technologies, Inc. and Consolidated Subsidiaries

Notes to Consolidated and Combined Financial Statements (Unaudited)

Note 1: Nature of Organization and Business

On October 31, 2000, FMC Corporation (FMC) announced its intention to reorganize its Energy Production Systems, Energy Processing Systems, FoodTech and Airport Systems businesses as a new company, FMC Technologies, Inc. (FMC Technologies or the Company), and to sell up to 19.9% of FMC Technologies' common stock by means of an initial public offering (the offering). On June 14, 2001, FMC Technologies completed an initial public offering of 17.0% of FMC Technologies' common stock. FMC Corporation further advised FMC Technologies that it plans to distribute its remaining holdings in FMC Technologies in a tax-free transaction by the end of calendar year 2001.

FMC Technologies was incorporated in Delaware on November 13, 2000 and is currently an 83.0%-owned subsidiary of FMC Corporation. FMC Technologies designs, manufactures and services technologically sophisticated systems and products for its customers through its Energy Production Systems, Energy Processing Systems, FoodTech and Airport Systems segments. Energy Production systems is a leading supplier of systems and services used in the offshore, particularly deepwater, exploration and production of crude oil and natural gas. Energy Processing Systems is a leading provider of specialized systems and products to customers involved in the production, transportation and processing of crude oil, natural gas and refined petroleum-based products. FoodTech is a leading supplier of technologically sophisticated food handling and processing systems and products to industrial food processing companies. Airport Systems provides technologically advanced equipment and services for airlines, airports and air freight companies.

Note 2: Formation Transactions

Through May 31, 2001, FMC Corporation operated the businesses of FMC Technologies as internal units of FMC Corporation through various divisions and subsidiaries, or through investments in unconsolidated affiliates. On June 1, 2001, FMC Corporation contributed to the Company substantially all of the assets and liabilities of, and its interests in, the businesses included in these consolidated and combined financial statements, with the remainder transferred, or to be transferred, shortly thereafter.

On June 4, 2001, FMC Technologies borrowed $280.9 million under two revolving debt agreements (Note 10), and on June 19, 2001, FMC Technologies received proceeds of $207.2 million from an initial public offering of 17% of its common stock. Under the terms of the Separation and Distribution Agreement (the SDA) between FMC Corporation and FMC Technologies, in exchange for the assets contributed by FMC Corporation to FMC Technologies, FMC Technologies remitted $480.1 million of the proceeds of the debt and equity financings to FMC Corporation in June 2001 and retained $8.0 million of proceeds to cover the estimated expenses of the initial public offering (which will be adjusted to reflect actual expenses at a later date).

Under the terms of the SDA, FMC Technologies expects to pay an additional $52.2 million to FMC Corporation, which we have accrued as of June 30, 2001. This additional payment incorporates a "true-up" of factors included in the determination of our initial distribution to FMC Corporation based on our cash flow and existing debt and cash as of May 31, 2001, as well as other net intercompany balances due to FMC.

Note 3: Basis of Presentation

The Company's financial statements prior to January 1, 2001, reflect the combined results of our businesses. The Company's financial statements for all periods in 2001 are presented on a consolidated basis as if our net assets had been contributed, and our 65 million capital shares had been outstanding since January 1, 2001. Our capital structure in 2000 (Note 12) was not indicative of our new capital structure (subsequent to the transactions discussed in Note 2) and, accordingly, historical earnings per share information has not been presented for any periods in 2000.

FMC Technologies' combined financial statements for periods prior to June 1, 2001, were carved out from the consolidated financial statements of FMC Corporation using the historical results of operations and bases of the assets and liabilities of the transferred businesses, and give effect to certain allocations of expenses from FMC Corporation. Such expenses represent costs related to general and administrative services that FMC Corporation has provided to FMC Technologies, including accounting, treasury, tax, legal, human resources, information technology and other corporate and infrastructure services. The costs of these services have been allocated to FMC Technologies and included in the Company's combined financial statements based upon the relative levels of use of those services. The expense allocations have been determined on the basis of assumptions and estimates that management believes to be a reasonable reflection of FMC Technologies' utilization of those services. These allocations and estimates, however, are not necessarily indicative of the costs and expenses that would have resulted if FMC Technologies had operated as a separate entity in the past, or of the costs the Company may incur in the future.

The financial statements of FMC Technologies for all periods in 2000 included herein reflect the combined results of the businesses as if they had been contributed to the Company for all periods. Subsequent to the contribution, all of the businesses included in these combined financial statements are or will be consolidated subsidiaries or divisions of the Company, or will be investments of the Company or its subsidiaries.

Prior to June 1, 2001, the Company's cash resources were managed under a centralized system wherein receipts were deposited to the corporate accounts of FMC Corporation and disbursements were centrally funded. Accordingly, settlement of certain assets and liabilities arising from common services or activities provided by FMC Corporation and certain related-party transactions were reflected as net equity contributions from or distributions to FMC Corporation through May 31, 2001. Beginning June 1, 2001, the Company began retaining its own earnings and generally began managing its cash separately from FMC Corporation.

The combined financial statements do not reflect the debt or interest expense FMC Technologies would have incurred if it were a stand-alone entity. In addition, the combined financial statements may not be indicative of the Company's combined financial position, operating results or cash flows in the future or what the Company's financial position, operating results and cash flows would have been had FMC Technologies been a separate, stand-alone entity during all periods presented. The combined financial statements do not reflect any changes that will occur in the Company's funding or operations as a result of the offering, the distribution and FMC Technologies becoming a stand-alone entity.

Note 4: Financial Information and Accounting Policies

The consolidated balance sheet of FMC Technologies as of June 30, 2001, the related consolidated statements of income, cash flows and changes in stockholders' equity for the interim periods ended June 30, 2001, and the combined statements of income, cash flows and changes in stockholders' equity for the interim periods ended June 30, 2000 have been reviewed by FTI's independent accountants. The review is described more fully in their report included herein. In the opinion of management, these consolidated and combined financial statements have been prepared in conformity with accounting principles generally accepted in the United States applicable to interim period financial statements and reflect all adjustments necessary for a fair statement of the Company's results of operations, cash flows and changes in stockholders' equity for the interim periods ended June 30, 2001 and 2000 and of its financial position as of June 30, 2001. All such adjustments are of a normal recurring nature. The results of operations for the three-month and six-month periods ended June 30, 2001 and 2000 are not necessarily indicative of the results of operations for the full year.

The Company's accounting policies as of June 30, 2001 are the same as those set forth in Note 3 to the Company's combined December 31, 2000 financial statements, which are included in the Company's Registration Statement on Form S-1, as amended.

Note 5: Derivative Financial Instruments

On January 1, 2001, the Company implemented, on a prospective basis, Statement of Financial Accounting Standard (SFAS) No. 133, "Accounting for Derivative Instruments and Hedging Activities," as amended by SFAS 137 and SFAS No. 138 (collectively, the Statement.) The Statement requires us to recognize all derivatives in our consolidated balance sheets at fair value, with changes in the fair value of derivative instruments to be recorded in current earnings or deferred in other comprehensive income, depending on whether a derivative is designated as and is effective as a hedge and on the type of hedging transaction. In accordance with the provisions of the Statement, we recorded a first-quarter 2001 loss from the cumulative effect of a change in accounting principle of $4.7 million, net of an income tax benefit of $3.0 million, in our statement of earnings, and a deferred loss of $1.3 million, net of an income tax benefit of $0.9 million, in accumulated other comprehensive loss. The 2001 cash outflow related to contracts settled as a result of SFAS No. 133 of $3.8 million is reported separately in the consolidated statement of cash flows.

Hedge ineffectiveness and the portion of derivative gains or losses excluded from assessments of hedge effectiveness, related to our outstanding cash flow hedges and which were recorded to earnings during the six months and quarter ended June 30, 2001, were less than $0.1 million. At June 30, 2001, the net deferred hedging loss in accumulated other comprehensive loss was $5.4 million, of which approximately $4.1 million of net losses are expected to be recognized in earnings during the twelve months ended June 30, 2002, at the time the underlying hedged transactions are realized, and of which net losses of $1.3 million are expected to be recognized at various times subsequent to June 30, 2002 and continuing through November 30, 2009.

Note 6: Property, Plant and Equipment

Property, plant and equipment comprised the following, in millions:

	June 30 2001 (Unaudited)	December 31 2000
Property, plant and equipment, at cost	$ 588.9	$ 584.1
Accumulated depreciation	(334.4)	(326.8)
Net property, plant and equipment	$ 254.5	$ 257.3

Note 7: Business Combinations and Divestitures

On February 16, 2000, the Company acquired York International Corporation's Northfield Freezing Systems Group (Northfield) for $39.8 million in cash and the assumption of certain liabilities. Northfield, headquartered in Northfield, MN, is a manufacturer of freezers, coolers and dehydrators for the industrial food processing industry. The Company has recorded goodwill (to be amortized over 40 years) and other intangible assets totaling $41.6 million relating to the acquisition. Northfield's operations are included in the FoodTech segment.

The Company also completed several smaller acquisitions, divestitures and joint venture investments during the six months ended June 30, 2000 and 2001.

Note 8: Asset Impairments and Restructuring and Other Charges

In the first quarter of 2001, FMC Technologies recorded an asset impairment and restructuring charges of $10.5 million before taxes ($6.5 million after tax). An asset impairment of $1.3 million was required to write off goodwill associated with a small FoodTech product line, which the Company does not intend to develop further. Restructuring charges were $9.2 million, of which $5.2 million related to planned reductions in force of 91 individuals in the Energy Processing Systems businesses, $2.5 million related to planned reductions in force of 72 positions in the FoodTech businesses, and $1.5 million related to a planned plant closing and

restructuring of an Airport Systems facility, including 73 planned workforce reductions. Restructuring spending of $5.1 million related to the 2001 programs occurred during the six months ended June 30, 2001.

In the second quarter of 2000, FMC Technologies recorded asset impairments and restructuring and other nonrecurring charges totaling $11.3 million before taxes ($6.9 million after tax). Asset impairments of $1.5 million were required to write down certain Energy Production Systems equipment, as estimated future cash flows attributed to these assets indicated that an impairment of the assets had occurred. Restructuring and other nonrecurring charges were $9.8 million, of which $8.0 million resulted primarily from strategic decisions to restructure certain FoodTech operations, and included planned reductions in force of 236 individuals. Restructuring charges of $1.4 million at Energy Production Systems included severance costs related to planned reductions in force of 68 individuals as a result of the delay in orders received from oil and gas companies for major systems. Restructuring charges of $0.4 million related to a corporate reduction in force. Restructuring spending under these programs totaled $7.0 million in 2000 and $3.0 million in 2001, and all programs were substantially completed by March 31, 2001. The additional required charge of $0.2 million for these programs was included in restructuring costs recognized in the first quarter of 2001.

Note 9: Inventories

Inventories consisted of the following:

(In millions)	June 30, 2001 (Unaudited)	December 31, 2000
Raw materials and purchased parts	$ 94.3	$ 112.0
Work in progress	124.1	120.8
Manufactured parts and finished goods	166.0	124.6
Gross inventory before valuation adjustments and LIFO reserves	384.4	357.4
Valuation adjustments and LIFO reserves	(106.6)	(102.6)
Net inventory	$ 277.8	$ 254.8

Note 10: Debt

Because FMC Corporation has historically funded most of its businesses centrally, third-party debt and cash for operating companies was minimal prior to June 2001 and is not representative of what the Company's actual debt balances would have been had the Company been a separate, stand-alone entity.

In June 2001, the Company entered into a $250 million five-year credit agreement and a $150 million 364-day revolving credit facility. At June 30, 2001, long-term debt of $180.7 million consisted of $180.0 million in borrowings against the five-year facility and $0.7 million of foreign borrowings. Among other restrictions, the credit agreements contain covenants relating to tangible net worth and debt to earnings and interest coverage ratios (as defined in the agreements). The Company is in compliance with all debt covenants at June 30, 2001.

At June 30, 2001, short-term debt included $35.9 million of borrowings under the 364-day facility and $15.0 million of borrowings from an uncommitted domestic daily credit facility. At June 30, 2001 and December 31, 2000, short-term debt also included third-party debt of FMC Technologies' foreign operations of $7.2 million and $14.0 million, respectively. The weighted average interest rates on these outstanding borrowings were approximately 8.8% and 8.4% at June 30, 2001 and December 31, 2000, respectively. In addition, at June 30, 2001 and December 31, 2000, respectively, short-term debt included $24.6 million and $26.9 million of borrowings from MODEC International LLC, a 37.5%-owned joint venture, at interest rates of 5.9% and 7.2%.

Note 11: Income Taxes

The Company's income tax provision for the three and six months ended June 30, 2001, respectively, includes nonrecurring charges of $4.2 million and

$7.5 million related to reorganization of FMC Corporation's entities and repatriation of a portion of FMC Technologies' foreign earnings in preparation for the Company's separation from FMC Corporation.

The operating results of FMC Technologies have been included in FMC Corporation's U.S. consolidated income tax returns and the state and foreign tax returns of FMC Corporation and its domestic affiliates. In certain instances, income of domestic subsidiaries of FMC Technologies is reported on separate state income tax returns of the domestic subsidiaries. In addition, operating results of foreign operations of FMC Technologies have been included in the tax returns of foreign affiliates of FMC Corporation. As long as FMC Corporation continues to own at least 80% of the voting power and value of FMC Technologies' outstanding capital stock, FMC Technologies will continue to be included in the U.S. consolidated income tax returns of FMC Corporation and certain state and foreign income tax returns of FMC Corporation and its affiliates.

The provision for income taxes in FMC Technologies' consolidated and combined financial statements has been prepared as if FMC Technologies were a stand-alone entity and filed separate tax returns. Substantially all of the Company's current domestic tax liability at June 30, 2001 and December 31, 2000 is payable to FMC under the terms of a tax sharing agreement between FMC Technologies and FMC.

Note 12: Capital Stock

At December 31, 2000, our capital stock consisted of 1,000 authorized, issued and outstanding shares of $0.01 par common stock, all of which was owned by FMC Corporation. At June 30, 2001, our capital stock consisted of 195,000,000 authorized shares of $0.01 par common stock and 12,000,000 shares of undesignated $0.01 par preferred stock. At June 30, 2001, 65,000,000 common shares were issued and outstanding, 83.0 percent of which were owned by FMC Corporation and 17.0 percent of which were sold in our initial public offering, which closed on June 19, 2001. No preferred shares were issued at June 30, 2001.

Our common stock is traded on the New York Stock Exchange.

Note 13: Commitments and Contingent Liabilities

We have certain contingent liabilities arising from litigation, claims, performance guarantees, leases, and other commitments incident to the ordinary course of business. Management believes that the ultimate resolution of its known contingencies will not materially affect our consolidated financial position, results of operations or cash flows.

Note 14: Segment Information

(in millions)	Three Months Ended June 30		Six Months Ended June 30	
	2001	2000	2001	2000
Revenue				
Energy Production Systems	$172.5	$169.3	$330.4	$347.5
Energy Processing Systems	97.4	86.4	186.5	164.6
Eliminations	(0.1)	(0.2)	(0.3)	(0.3)
Subtotal Energy Systems	269.8	255.5	516.6	511.8
FoodTech	132.6	172.7	241.1	297.5
Airport Systems	80.0	67.9	154.6	128.6
Eliminations	(4.3)	(0.7)	(4.8)	(0.6)
	$478.1	$495.4	$907.5	$937.3
Income before income taxes and cumulative effect of a change in accounting principle				
Energy Production Systems	$ 8.0	$ 13.4	$ 13.5	$ 23.1
Energy Processing Systems	5.3	7.0	8.8	8.3
Subtotal Energy Systems	13.3	20.4	22.3	31.4
FoodTech	11.3	17.6	14.8	28.1
Airport Systems	5.1	5.3	11.0	6.9
Segment operating profit	29.7	43.3	48.1	66.4

Corporate	(8.3)	(8.4)	(16.4)	(16.8)
Other income and (expense), net	-	0.2	(0.7)	(1.6)
Operating profit before asset impairments, restructuring and other charges, net interest expense, and cumulative effect of change in accounting principle	21.4	35.1	31.0	48.0
Asset impairments (a)	-	(1.5)	(1.3)	(1.5)
Restructuring and other charges (b)	-	(9.8)	(9.2)	(9.8)
Net interest expense	(1.8)	(0.7)	(2.9)	(0.6)
Income before income taxes and cumulative effect of change in accounting principle	$ 19.6	$ 23.1	$ 17.6	$ 36.1

(a) The asset impairment in 2001 relates to FoodTech. The asset impairments in 2000 relate to Energy Production Systems.

(b) Restructuring and other charges in 2001 relate to Energy Processing Systems ($5.2 million), FoodTech ($2.5 million), and Airport Systems ($1.5 million). Restructuring and other charges in 2000 relate to FoodTech ($8.0 million), Energy Production Systems ($1.4 million), and Corporate ($0.4 million).

A description of the Company's segment determination, composition and presentation is included in Notes 3 and 15 to the Company's December 31, 2000 combined financial statements included in the Company's Registration Statement on Form S-1, as amended.

Business segment results are presented net of minority interests, reflecting only FTI's share of earnings. Minority interests for the periods ended June 30, 2001 and 2000 were not significant. The corporate line primarily includes staff expenses, and other income and expense consists of all other corporate items, including LIFO inventory adjustments, certain components of employee benefit plan cost or benefit and certain foreign exchange gains or losses.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

FORWARD-LOOKING STATEMENTS - SAFE HARBOR PROVISIONS

Item 2 of this report contains certain forward-looking statements that are based on management's current views and assumptions regarding future events, future business conditions and our outlook for the Company based on currently available information.

Whenever possible, we have identified these forward-looking statements by such words or phrases as "will likely result", "is confident that", "expects", "should", "could", "may", "will continue to", "believes", "anticipates", "predicts", "forecasts", "estimates", "projects", "potential", "intends" or similar expressions identifying "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, including the negative of those words or phrases. Such forward-looking statements are based on management's current views and assumptions regarding future events, future business conditions and the outlook for the Company based on currently available information. The forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from those expressed in, or implied by, these statements. These statements are qualified by reference to the sections entitled "Risk Factors" and "Cautionary Statement Regarding Forward-Looking Information" in the Company's Registration Statement on Form S-1, as amended. We wish to caution readers not to place undue reliance on any such forward-looking statements, which speak only as of the date made.

We caution that the referenced list of factors may not be all-inclusive, and we specifically decline to undertake any obligation to publicly revise any forward-looking statements that have been made to reflect events or circumstances after the date of such statements or to reflect the occurrence of anticipated or unanticipated events.

LIQUIDITY AND CAPITAL RESOURCES

We had cash and cash equivalents at June 30, 2001 and December 31, 2000 of $11.5 million and $17.8 million, respectively. Cash required by operating activities of continuing operations was $27.3 million for the first half of 2001, while cash provided by operating activities of continuing operations was $8.3 million for the first half of 2000.

Operating working capital, which excludes cash and cash equivalents, short-term debt and income tax balances, decreased $8.1 million from $151.0 million at December 31, 2000 to $142.9 at June 30, 2001. Our working capital balances vary significantly depending on the payment terms and timing of delivery on key contracts, particularly for Energy Production Systems' customers. Operating working capital decreased during 2001 due primarily to a payable of $52.2 million to FMC Corporation at June 30, 2001 (see Note 2 to the Company's consolidated and combined financial statements), partially offset by an increase in accounts receivable. As part of FMC Corporation, we participated in a financing facility under which accounts receivable were sold without recourse through FMC Corporation's wholly owned, bankruptcy remote subsidiary. This resulted in a reduction of accounts receivable of $38.0 million on our combined balance sheet at December 31, 2000. During the six months ended June 30, 2001, we ceased our participation in this program, the net effect of which was an increase of $38.0 million of accounts receivable and a corresponding increase in debt.

Cash required by investing activities was $11.3 million and $25.5 million for the six months ended June 30, 2001 and 2000, respectively. In 2000, we acquired Northfield Freezing Equipment for $39.8 million in cash and the assumption of liabilities. We routinely evaluate potential acquisitions, divestitures and joint ventures in the ordinary course of business.

During 2000, as part of FMC Corporation, we entered into agreements for the sale and leaseback of $13.7 million of equipment and received net proceeds of $22.5 million in connection with the transaction. A non-amortizing deferred credit was recorded in conjunction with the transaction. Credits recorded in conjunction with sale-leaseback transactions are included in other long-term liabilities and totaled $31.8 million at June 30, 2001 and December 31, 2000.

Total borrowings were $263.4 million at June 30, 2001, and $41.1 million at December 31, 2000. Because FMC Corporation has historically funded most of its businesses centrally, our borrowings and cash balances prior to June 2001 are not representative of what our actual balances would have been had we been a separate stand-alone entity.

Proceeds from the issuance of common stock in conjunction with our initial public offering were $207.2 million, and we retained $8.0 million to cover expenses (which will be adjusted to reflect actual costs and satisfied through a cash payment to or from FMC Corporation at a later date). Net proceeds of $199.2 million were distributed to FMC Corporation. On June 4, 2001, we borrowed $280.9 million, which we also distributed to FMC Corporation. This borrowing was subject to adjustment after the initial public offering of our common stock to reflect our actual net cash flow for the period from January 1, 2001 through May 31, 2001. This borrowing carries an effective interest rate of 100 basis points above the one-month London Interbank Offered Rate. We also entered into interest rate swap agreements related to $100.0 million of the long-term amount borrowed to fix the effective interest rate thereon at an average rate of 5.78%.

Currently, our committed credit consists of two revolving credit facilities: a $250 million five-year credit agreement and a $150 million 364-day revolving credit facility. Among other restrictions, the credit agreements contain covenants relating to tangible net worth, and debt to earnings and interest coverage ratios (as defined in the agreements). The Company is in compliance with all debt covenants at June 30, 2001.

We expect to meet our operating needs, fund capital expenditures and potential acquisitions and meet debt service requirements through cash generated from operations and the credit facilities discussed above. As noted previously, we have discontinued selling accounts receivable with the result being a corresponding increase in debt. Capital spending is forecast to be approximately $60 million for 2001, compared with $43.1 million in 2000.

The Company's accumulated other comprehensive loss increased from $114.4 million at December 31, 2000 to $153.3 million at June 30, 2001, as a result of increased cumulative foreign currency translation losses of $23.6 million primarily reflecting the negative translation impact of the Brazilian real and the Swedish krona against the U.S. dollar. In addition, net losses of $2.8 million, primarily from foreign exchange forward contracts, were deferred under SFAS No. 133.

DERIVATIVE FINANCIAL INSTRUMENTS AND MARKET RISKS

We are subject to financial market risks, including fluctuations in currency exchange rates. In managing our exposure to these risks, we may use derivative financial instruments in accordance with established policies and procedures. We do not use derivative financial instruments for trading purposes. At June 30, 2001 and December 31, 2000, our derivative holdings consisted primarily of foreign currency forward contracts and interest rate swap agreements.

When our operations sell or purchase products or services, transactions are frequently denominated in currencies other than the particular operation's functional currency. We mitigate our exposure to variability in currency exchange rates when possible through the use of natural hedges, whereby purchases and sales in the same foreign currency and with similar maturity dates offset one another. Additionally, we initiate hedging activities, generally by entering into foreign exchange forward contracts with third parties when natural hedges are not feasible. The maturity dates and currencies of the exchange agreements that provide hedge coverage are synchronized with those of the underlying purchase or sales commitments, and the amount of hedge coverage related to each underlying transaction does not exceed the amount of the underlying purchase or sales commitment.

To monitor our currency exchange rate risks, we use a sensitivity analysis, which measures the impact on earnings of an immediate 10% devaluation in the foreign currencies to which we have exposure. This calculation assumes that each exchange rate would change in the same direction relative to the U.S. dollar. Based on the sensitivity analysis at June 30, 2001, such a fluctuation in currency exchange rates in the near term would not materially affect our consolidated operating results, financial position or cash flows. We believe that our hedging activities have been effective in reducing our risks related to historical currency exchange rate fluctuations.

Our debt instruments subject us to the risk of loss associated with movements in interest rates. We may from time to time enter into arrangements to manage or mitigate interest rate risk utilizing derivative financial instruments. We currently have in place two interest rate swaps with a total notional amount of $100 million, which fix the interest rate on a portion of our long-term debt.

NEW ACCOUNTING PRONOUNCEMENTS

In June 2001, the Financial Accounting Standards Board issued Statements of Financial Accounting Standards (SFAS) No. 141, "Business Combinations" and No. 142, "Goodwill and Other Intangible Assets". The standards collectively provide new guidance for the recognition, amortization and continuing valuation of goodwill and other intangible assets acquired in a business combination, and SFAS No. 141 prohibits the use of the pooling of interests method of accounting for a business combination. We do not expect the adoption of SFAS No. 141 to have an impact on our historical financial statements. We have not yet determined the impact of the adoption of SFAS No. 142, which must be applied beginning January 1, 2002.

RESULTS OF OPERATIONS

Industry segment financial data is included in Note 14 to the Company's June 30, 2001 consolidated financial statements.

Three Months Ended June 30, 2001 Compared with Three Months Ended June 30, 2000

Overview. Our profit for the three months ended June 30, 2001 before significant non-recurring items was $19.6 million before tax ($14.3 million after tax) compared with profit for the three months ended June 30, 2000, before significant non-recurring items, of $34.4 million before tax ($25.2 million after tax). The significant nonrecurring item in the second quarter of 2001 consisted of a $4.2 million tax provision related to the reorganization of the Company's worldwide entities in anticipation of their separation from FMC Corporation. Significant nonrecurring items in the second quarter of 2000 consisted of asset impairments and restructuring and other nonrecurring charges totaling $11.3 million before tax ($6.9 million after tax).

Revenue. Our total revenue for the three months ended June 30, 2001 decreased $17.3 million, or 3.5%, to $478.1 million, compared to $495.4 million for the three months ended June 30, 2000. Lower sales for FoodTech were partly offset by increased revenue from all of the Company's other business segments. FoodTech's revenue in the second quarter of 2001 decreased $40.1 million, or 23.2%, to $132.6 million, from $172.7 million in the second quarter of 2000. Energy Production Systems' sales in the second quarter of 2001 increased $3.2 million, or 1.9%, to $172.5 million, from $169.3 million in the second quarter of 2000. Energy Processing Systems' revenue in the second quarter of 2001 increased $11.0 million, or 12.7%, to $97.4 million from $86.4 million in the second quarter of 2000. Airport System's revenue in the second quarter of 2001 increased $12.1 million, or 17.8%, to $80.0 million, from $67.9 million in the second quarter of 2000.

Increased revenue for Energy Production Systems in the three months ended June 30, 2001 was primarily the result of increased sales of surface wellhead equipment and, to a lesser extent, subsea systems. Increased sales of surface wellhead equipment generally reflected a strengthening market, while higher subsea sales were related primarily to customers' projects in the Gulf of Mexico and offshore Brazil. These increases in revenue were partially offset by decreased sales volumes of floating production equipment, reflecting the effect of project delays by customers during 2000 and the first six months of 2001.

Increased revenue for Energy Processing Systems in the three months ended June 30, 2001 was primarily the result of increased sales of fluid control equipment, partly offset by a decrease in sales of loading systems. Increased

revenues for fluid control equipment were attributable to continued strength in the oilfield service company market, and reflected higher volumes and, to a lesser extent, improved pricing. Lower sales of loading systems reflected timing of shipments, which are expected to increase during the second half of 2001.

Decreased revenue for FoodTech in the three months ended June 30, 2001 was primarily the result of lower volumes of tomato processing equipment and freezers, and to a lesser extent, lower volumes of harvesting equipment. Weakening commodity prices, excess processing capacity, industry consolidation and a slowing of the global economy caused food processors to postpone capital spending.

Increased revenue for Airport Systems in the three months ended June 30, 2001 was the result of an increase in sales for airport ground support equipment, with the increase primarily attributable to higher volumes of cargo loaders to the air freight market, and the timing of those orders, and additional revenue from the Next Generation Small Loader contract with the United States Air Force. Also contributing to the increased revenue were higher sales of transporters and passenger steps to customers located in Europe and the Middle East.

Segment operating profit. Total segment operating profit decreased $13.6

million, or 31.4%, to $29.7 million in the three months ended June 30, 2001 from $43.3 million in the three months ended June 30, 2000. Energy Production Systems' operating profit in the second quarter of 2001 decreased $5.4 million, or 40.3%, to $8.0 million from $13.4 million in the second quarter of 2000. Energy Processing Systems' operating profit in the second quarter of 2001 decreased $1.7 million, or 24.3%, to $5.3 million from $7.0 million in the second quarter of 2000. FoodTech's operating profit in the second quarter of 2001 decreased $6.3 million, or 35.8%, to $11.3 million from $17.6 million in the second quarter of 2000. Airport Systems' operating profit in the second quarter of 2001 decreased $0.2 million, or 0.2%, to $5.1 million from $5.3 million in the second quarter of 2000.

Energy Production Systems' lower operating profit in the second quarter of 2001 was primarily the result of lower volumes of floating production equipment, offset somewhat by improvements in surface wellhead volumes.

Energy Processing Systems' lower operating profit in the second quarter of 2001 was primarily the result of weakness in the measurement solutions business, partially offset by improved margins in fluid control equipment. Management initiated a restructuring action during the first quarter of 2001 in the measurement solutions business to mitigate the effect of lower volumes.

FoodTech's operating profit decreased in the second quarter of 2001, primarily as a result of lower sales volumes for food processing equipment. This decrease was partially offset by cost savings from restructuring activities initiated by management prior to the second quarter of 2001.

Airport Systems' operating profit decreased in the second quarter of 2001, primarily as a result of lower margins for Jetway passenger boarding bridges. The decrease was partly offset by additional profits from the Next Generation Small Loader contract with the United States Air Force.

Corporate expenses. Corporate expenses decreased by $0.1 million, or 1.1%, from $8.4 million for the three months ended June 30, 2000 to $8.3 million for the three months ended June 30, 2001.

Other income and expense, net. Other income and expense is comprised primarily of LIFO inventory adjustments, certain components of employee benefit plan cost or benefit and certain foreign currency gains or losses. Other income and expense for the three months ended June 30, 2001 was nil, while other income and expense for the three months ended June 30, 2000 was $0.2 million of income. When compared with 2000, the decrease in income in 2001 was the result of a decrease in pension-related benefit and an increase in LIFO inventory related expense partially offset by the recording of foreign currency gains. The latter was, in part, a result of accounting for certain foreign currency forward contracts under the new accounting standard.

Asset impairments and restructuring and other charges. In the second quarter of 2000, we recorded asset impairments and restructuring and nonrecurring charges totaling $11.3 million before taxes ($6.9 million after tax). See Note 8 to the Company's June 30, 2001 consolidated financial statements.

Net interest expense. Net interest expense is associated with cash balances and third-party debt in our operating companies. Because FMC Corporation funded most of its businesses centrally prior to June of 2001, third-party debt and cash for operating companies have been minimal and are not representative of what our actual debt or cash balances would have been had we been a separate, stand-alone entity. Net interest expense for the three months ended June 30, 2001 and 2000 was $1.8 million and $0.7 million, respectively. The increase in net interest expense in 2001 was primarily the result of interest expense associated with new debt we incurred in preparation for our separation from FMC Corporation. Had we incurred a similar level of debt at the same interest rate for the three months ended June 30, 2001 and 2000, we estimate that our net interest expense on a pro forma basis would have been $4.6 million in each of the two periods.

Income tax expense. Income tax expense for the three months ended June 30, 2001 was $9.4 million on pretax income of $19.6 million. Excluding the effect of the provision for income taxes related to the reorganization of the Company's worldwide entities in anticipation of their separation from FMC Corporation, income tax expense for the second quarter of 2001 was $5.3 million on pretax earnings of $19.6 million, resulting in an effective tax rate of 27%. Income tax expense for the three months ended June 30, 2000 was $4.8 million on pretax income of $23.1 million. Excluding the effects of restructuring and impairment charges, income tax expense for the second quarter of 2000 was $9.2 million on adjusted pretax earnings of $34.4 million, resulting in an effective tax rate of 27%.

The differences between the effective tax rates for these periods and the statutory U.S. Federal income tax rate relate primarily to differing foreign tax rates, foreign sales corporation and qualifying foreign trade income benefits, incremental state taxes and nondeductible goodwill amortization and expenses.

Net income. Net income for the second quarter of 2001 decreased $8.1 million to $10.2 million, compared with $18.3 million in the second quarter of 2000, due primarily to lower segment operating profit in 2001 and a $4.2 million tax provision in 2001 related to the reorganization of the Company's worldwide entities in anticipation of their separation from FMC Corporation. Net income in 2000 was unfavorably affected by asset impairments and nonrecurring restructuring charges totaling $6.9 million on an after-tax basis.

Order backlog and outlook.

(in millions)	Order Backlog June 30, 2001	December 31, 2000	June 30, 2000
Energy Production Systems	$531.6	$331.4	$360.7
Energy Processing Systems	103.0	93.7	129.2
Subtotal Energy Systems	$634.6	$425.1	$489.9
FoodTech	116.7	88.6	117.1
Airport Systems	153.6	130.6	121.7
Total	$904.9	$644.3	$728.7

When compared with December 31, 2000 and June 30, 2000, Energy Production Systems' order backlog increased significantly, primarily as a result of a stronger subsea market. A significant number of orders were received for projects that included Enterprise Oil offshore Brazil, Statoil offshore Norway, TotalFinaElf offshore West Africa, and BP in the Gulf of Mexico. The BP order for five trees is for its Crazy Horse field offshore Louisiana and is the first order under the new $250 million, five-year frame agreement between FMC Technologies and BP. In addition, order backlog also increased for surface wellhead and floating production equipment, the latter reflecting an order from Enterprise Oil for turret mooring and related systems for a floating production, storage and offloading vessel.

Subsea and surface markets continue to improve both domestically and internationally, although pricing remains competitive. In addition to the long-term frame agreements that we signed with BP and others, we have several quotations in process for additional large subsea projects.

Energy Processing Systems' order backlog increased relative to December 2000 primarily attributable to increased orders for loading systems. When compared with the prior June 30, order backlog decreased, reflecting weakness in the blending and transfer business and lower orders for manifold systems projects in the fluid control business.

We expect inbound orders to increase and backlog levels to improve in the second half of 2001 based on increased quotation activity for manifold systems, measurement solutions and blending and transfer equipment. In addition, increased demand during the second half of 2001 for marine loading arms is expected to favorably impact our loading systems business.

FoodTech's order backlog increased when compared with December 31, 2000, primarily as a result of increased orders for food processing systems and freezers. When compared with June 30, 2000, order backlog decreased slightly as a result of delays in orders for large projects, partially offset by an increase in freezer backlog.

Business activity in the food processing markets has slowed and revenues have been negatively affected because customers have postponed placing new orders for large projects. While there has been a recent increase in inquiries and quotation activity, the level of future orders remains uncertain because of the economic environment.

When compared with December 30, 2000 and June 30, 2000, Airport Systems' order backlog increased, attributable to strong orders for ground support equipment and our contract to provide the United States Air Force with Next Generation Small Loaders.

While inbound orders for Airport Systems' equipment have increased in 2001, profit pressure on the airline industry will likely slow inbound orders in the second half of 2001 and in 2002, the effect of which will offset future revenue and operating profitability from the Air Force contract.

Six Months Ended June 30, 2001 Compared with
Six Months Ended June 30, 2000

Overview. Our profit for the six months ended June 30, 2001 before significant non-recurring items was $28.1 million before tax ($20.6 million after tax) compared with profit for the six months ended June 30, 2000, before significant non-recurring items, of $47.4 million before tax ($34.8 million after tax). Significant nonrecurring items in the first half of 2001 consisted of impairment and restructuring charges of $10.5 million ($6.5 million after tax), the cumulative effect of a change in accounting principle of $7.5 million ($4.7 million after tax), and $7.5 million of tax provisions related to repatriation of offshore earnings and the reorganization of the Company's worldwide entities in anticipation of their separation from FMC Corporation. Significant nonrecurring items in the first half of 2000 consisted of asset impairments and restructuring and other nonrecurring charges totaling $11.3 million before taxes ($6.9 million after tax).

Revenue. Our total revenue for the six months ended June 30, 2001 decreased $29.8 million, or 3.2%, to $907.5 million, compared to $937.3 million for the six months ended June 30, 2000. Lower sales for FoodTech and Energy Production Systems were partly offset by increased revenue from Airport Systems and Energy Processing Systems. Energy Production Systems' sales in the first half of 2001 decreased $17.1 million, or 4.9% to $330.4 million, from $347.5 million in the first half of 2000. Energy Processing Systems' revenue in the first half of 2001 increased $21.9 million, or 13.3%, to $186.5 million from $164.6 million in the first half of 2000. FoodTech's revenue in the first half of 2001 decreased $56.4 million, or 19.0%, to $241.1 million, from $297.5 million in the first half of 2000. Airport System's revenue in the first half of 2001 increased $26.0 million, or 20.2%, to $154.6 million, from $128.6 million in the first half of 2000.

Lower revenue for Energy Production Systems for the six months ended June 30, 2001 was primarily the result of lower sales of floating production systems and, to a lesser extent, subsea systems, partially offset by increased sales of the surface product line. Decreased revenue from sales of floating production systems in 2001 reflected the effect of project delays by customers. In addition, the comparison was affected by sales during the first half of 2000 of floating production equipment to the Petro Canada Terra Nova project located off the coast of Nova Scotia. Lower subsea system sales in the first half of 2001 for projects in the North Sea were partly offset by increased sales of subsea systems for projects in the Gulf of Mexico and Brazil. Increased revenue from the sales of surface wellhead equipment during the first half of 2001 reflected improvements in both domestic and international markets.

Higher revenue for Energy Processing Systems for the six months ended June 30, 2001 was primarily the result of increased sales of fluid control equipment, partially offset by lower sales of blending and transfer equipment. The increase in sales of fluid control equipment primarily reflected higher volumes to the oilfield service company market. Lower sales of blending and transfer equipment were attributable to delays in orders for lube blending and bulk conveying systems.

Lower revenue for FoodTech for the six months ended June 30, 2001 was primarily the result of decreased sales of food processing equipment, primarily tomato processing systems, and decreased sales of freezers and harvesting equipment reflecting the impact of economic factors on customers' capital spending decisions. Additional sales of food handling and packaging systems partially offset this decrease in revenue.

Increased revenue for Airport Systems in the six months ended June 30, 2001 resulted from increased sales for airport ground support equipment, with the increase primarily attributable to the shipment of higher volumes of cargo loaders to the air freight market, the timing of the receipt of orders and, to a lesser extent, additional revenue from the Next Generation Small Loader

contract with the United States Air Force. Also contributing to improved revenue in 2001 were increased sales of Jetway passenger boarding bridges, and sales of transporters and passenger steps to customers located in Europe and the Middle East.

Segment operating profit. Our total segment operating profit decreased $18.3 million, or 27.6%, to $48.1 million in the six months ended June 30, 2001 from $66.4 million in the six months ended June 30, 2000. Energy Production Systems' operating profit in the first half of 2001 decreased $9.6 million, or 41.6%, to $13.5 million from $23.1 million in the first half of 2000. Energy Processing Systems' operating profit in the first half of 2001 increased $0.5 million, or 6.0%, to $8.8 million from $8.3 million in the first half of 2000. FoodTech's operating profit in the first half of 2001 decreased $13.3 million, or 47.3%, to $14.8 million from $28.1 million in the first half of 2000. Airport Systems' operating profit in the first half of 2001 increased $4.1 million, or 59.4%, to $11.0 million from $6.9 million in the first half of 2000.

Energy Production Systems' operating profit decreased in the first half of 2001, primarily as a result of lower volumes of floating production systems offset somewhat by higher volumes for surface wellhead. The effect on operating income of the decline in North Sea subsea volumes was partly offset by higher operating profits from projects in the Gulf of Mexico and offshore Brazil.

Energy Processing Systems' operating profit increased in the first half of 2001, reflecting improved volumes and margins for fluid control equipment, partially offset by reduced profitability in the blending and transfer business.

FoodTech's operating profit decreased in the first half of 2001, primarily as a result of lower sales volumes for food processing equipment. This decrease was partially offset by cost savings from restructuring of the food processing business. Weak margins for freezing systems also contributed to the reduced profitability.

Airport Systems' operating profit increased in the first half of 2001, primarily as a result of a higher volume of sales for airline ground support equipment and also as a result of the Next Generation Small Loader contract with the United States Air Force. This increase was partly offset by lower margins for Jetway passenger boarding bridges attributable to spending on new product releases for two domestic projects.

Corporate expenses. Corporate expenses decreased by $0.4 million, or 2.4%, from $16.8 million for the six months ended June 30, 2000 to $16.4 million for the six months ended June 30, 2001.

Other income and expense, net. Other income and expense is comprised primarily of LIFO inventory adjustments, certain components of employee benefit plan cost or benefit and certain foreign exchange gains or losses. For the six months ended June 30, 2001 and 2000, other income and expense consisted of expense of $0.7 million and $1.6 million, respectively. Lower expense in 2001 was primarily a result of a decrease in expense related to LIFO inventory adjustments and an increase in foreign currency-related gains, in part a result of accounting for certain foreign currency forward contracts under the new accounting standard. Partially offsetting this decrease in expense was a reduction in pension-related benefit.

Asset impairments and restructuring and other charges. During the six months ended June 30, 2001, we recorded an asset impairment and nonrecurring restructuring charges of $10.5 million before taxes ($6.5 million after tax). During the six months ended June 30, 2000, we recorded asset impairments and restructuring and nonrecurring charges totaling $11.3 million before taxes ($6.9 million after tax). See Note 8 to the Company's June 30, 2001 consolidated financial statements.

Net interest expense. Net interest expense is associated with cash balances and third-party debt in our operating companies. Because FMC Corporation funded most of its businesses centrally prior to June 2001, our third-party debt and cash balance prior to June 2001 were minimal and were not representative of what our actual debt or cash balances would have been had we been a separate, stand-alone entity. Net interest expense for the six months ended June 30, 2001 and 2000 was $2.9 million and $0.6 million, respectively. The increase in net interest expense in 2001 was primarily the result of interest expense associated with new debt we incurred in preparation for our separation from FMC Corporation. Had we incurred a similar level of debt at the same interest rate for the six months ended June 30, 2001 and 2000, we estimate that our net interest expense on a pro forma basis would have been $9.2 million in each of the two periods.

Income tax expense. Income tax expense for the six months ended June 30, 2001 was $11.0 million on pretax income of $17.6 million. Excluding the effects of restructuring and impairment charges, the income tax expense related to the repatriation of offshore earnings and the cumulative effect of a change in accounting principle, income tax expense for the first half of 2001 was $7.5 million on adjusted pretax earnings of $28.1 million, resulting in an effective tax rate of 27%. Income tax expense for the six months ended June 30, 2000 was $8.2 million on pretax income of $36.1 million. Excluding the effects of restructuring and impairment charges, income tax expense for the first half of 2000 was $12.6 million on adjusted pretax earnings of $47.4 million, resulting in an effective tax rate of 27%.

The differences between the effective tax rates for these periods and the statutory U.S. Federal income tax rate relate primarily to differing foreign tax rates, foreign sales corporation and qualifying foreign trade income benefits, incremental state taxes and nondeductible goodwill amortization and expenses.

Cumulative effect of a change in accounting principle, net of income taxes. On January 1, 2001, the Company implemented, on a prospective basis, Statement of Financial Accounting Standards (SFAS) No. 133, "Accounting for Derivative Instruments and Hedging Activities," as amended, resulting in a loss from the cumulative effect of a change in accounting principle of $4.7 million, net of an income tax benefit of $3.0 million. See Note 5 to the Company's June 30, 2001 consolidated financial statements and the section entitled, "Recently Adopted Accounting Pronouncement."

Net income. Net income in 2001 decreased $26.0 million to $1.9 million, compared with $27.9 million in 2000, due primarily to a decrease in segment operating profit. Also contributing to the decrease in net income in 2001 were additional provisions for income taxes of $7.5 million in conjunction with repatriation of offshore earnings and the reorganization of the Company's worldwide entities in anticipation of their separation from FMC Corporation; asset impairments and nonrecurring restructuring charges totaling $6.5 million on an after-tax basis; and the cumulative effect of a change in accounting principle consisting of an after-tax charge of $4.7 million.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

The information required by this item is provided in "Derivative Financial Instruments and Market Risks", under ITEM 2 - Management's Discussion and Analysis of Financial Condition and Results of Operations.

INDEPENDENT ACCOUNTANTS' REPORT

A report by KPMG LLP, FMC Technologies' independent accountants, on the financial statements included in Form 10-Q for the quarter ended June 30, 2001 is included on page 25.

INDEPENDENT ACCOUNTANTS' REPORT

The Board of Directors
FMC Technologies, Inc.:

We have reviewed the accompanying consolidated balance sheet of FMC Technologies, Inc. as of June 30, 2001, and the related consolidated and combined statements of income and changes in stockholders' equity for the three-month and six-month periods ended June 30, 2001 and 2000 and the consolidated and combined statements of cash flows for the six-month periods ended June 30, 2001 and 2000. These consolidated and combined financial statements are the responsibility of the Company's management.

We conducted our reviews in accordance with standards established by the American Institute of Certified Public Accountants. A review of interim financial information consists principally of applying analytical procedures to financial data and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with auditing standards generally accepted in the United States of America, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our reviews, we are not aware of any material modifications that should be made to the consolidated and combined financial statements referred to above for them to be in conformity with accounting principles generally accepted in the United States of America.

We have previously audited, in accordance with auditing standards generally accepted in the United States of America, the combined balance sheet of FMC Technologies, Inc. as of December 31, 2000 and the related combined statements of income, cash flows and changes in stockholders' equity for the year then ended (not presented herein); and in our report dated February 9, 2001, we expressed an unqualified opinion on those combined financial statements. In our opinion, the information set forth in the accompanying combined balance sheet as of December 31, 2000 is fairly stated, in all material respects, in relation to the combined balance sheet from which it has been derived.

/s/ KPMG LLP

Chicago, Illinois
July 31, 2001

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

There has been no material change in the Company's significant legal proceedings from the information reported under "Business" in the "Legal Proceedings" section of the Company's Registration Statement on Form S-1, as amended.

ITEM 2. CHANGES IN SECURITIES AND USE OF PROCEEDS

On June 19, 2001, the Company completed an initial public offering (IPO) in which it sold 11,050,000 shares of its common stock at a price of $20 per share. The shares were sold pursuant to a registration statement on Form S-1 (File No. 333-55920) that was declared effective by the Securities and Exchange Commission on June 13, 2001, which was the day prior to the commencement of the offering. The Company registered 12,707,500 shares under this registration statement, including 1,667,500 shares that could have been issued upon exercise of the underwriters' overallotment option. Based on the $20 per share offering price, the registered shares had an aggregate offering price of $254,150,000. The managing underwriters for the offering were Merrill Lynch, Pierce, Fenner & Smith Incorporated, Credit Suisse First Boston Corporation, Salomon Smith Barney Inc. and Banc of America Securities LLC.

The gross proceeds from the 11,050,000 shares sold in the IPO were $221,000,000. Underwriting discounts, commissions and other offering expenses, all of which were paid directly by the Company, are estimated to have totaled $16,500,000. None of the underwriting discounts and commissions or other offering expenses was paid to directors, officers, persons owning 10% or more of the Company's common stock or to its other affiliates. In accordance with the separation and distribution agreement, the Company distributed proceeds of $196,500,000 to FMC Corporation, which was the holder of 83% of the Company's issued and outstanding shares upon completion of the IPO and retained $8,000,000 for estimated costs related to the offering to be paid by the Company.

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

(a) Exhibits

Number in Exhibit Table	Description
10.6.a	FMC Corporation Defined Benefit Retirement Trust
10.6.b	Amendment to the FMC Corporation Defined Benefit Retirement Trust
11	Statement re: computation of diluted earnings per share
15	Letter re: unaudited interim financial information

(b) Reports on Form 8-K

None

SIGNATURE

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

FMC TECHNOLOGIES, INC.
(Registrant)

Date: August 14, 2001

/s/ Ronald D. Mambu
Ronald D. Mambu
Vice President, Controller, and
duly authorized officer

EXHIBIT INDEX

Number in Exhibit Table	Description
10.6.a	FMC Corporation Defined Benefit Retirement Trust
10.6.b	Amendment to the FMC Corporation Defined Benefit Retirement Trust
11	Statement re: computation of diluted earnings per share
15	Letter re: unaudited interim financial information (KPMG LLP)

Exhibit 10.6.a

FMC CORPORATION
DEFINED BENEFIT RETIREMENT TRUST

THIS AGREEMENT, effective as of the 2nd day of October, 2000, is made between FMC CORPORATION, a Delaware corporation, herein referred to as the "Company", and THE NORTHERN TRUST COMPANY, an Illinois corporation, of Chicago, Illinois, as Trustee, and constitutes a restatement of the FMC CORPORATION DEFINED BENEFIT RETIREMENT TRUST agreement, which was heretofore made by the Company as the funding medium for the FMC Corporation Employees' Retirement Program, hereinafter referred to as the "Plan", and under which the Trustee is accepting appointment as successor trustee.

The Company has appointed the Employee Welfare Benefit Plans Committee, hereinafter referred to as the "Committee", as the Plan fiduciary which has the responsibility for administering the Plan. The Committee has appointed the Pension Investment Subcommittee of the Committee as the Plan fiduciary which has the responsibility for Plan investments.

The Trust Fund shall consist of all assets held by the Trustee as of the date of this Agreement, all investments and reinvestments thereof and all additions thereto by way of contributions, earnings and increments; is intended to constitute a qualified trust as defined under Section 401(a) of the Code and is entitled to tax exemption under Section 501(a) of the Code; shall at all times be maintained as a domestic trust in the United States; and shall be held upon the following terms:

ARTICLE ONE: DEFINITIONS

For the purposes of this Agreement:

1.1 "Beneficiary" means a person designated to receive a benefit under the Plan after the death of a Participant;

1.2 "Code means the Internal Revenue Code of 1986, as in effect from time to time, and the regulations issued thereunder;

1.3 "Committee" means the Employee Welfare Benefit Plans Committee as constituted from time to time which has the responsibility for administering the Plan and shall be deemed for purposes of ERISA to be the Plan administrator and the named fiduciary for Plan administration or any designee thereof authorized to act on behalf of the Committee;

1.4 "Company" means FMC Corporation and any successor to it;

1.5 "Company Stock Account" means a Separate Account subject to the investment responsibility of the Committee as set forth in Section 5.5 hereof;

1.6 "Custodial Agent" means one or more persons or entities designated by the Investment Subcommittee to maintain custody of assets of a Separate Investment Account pursuant to Section 3.1(c);

1.7 "ERISA" means the Employee Retirement Income Security Act of 1974, as in effect from time to time, and the regulations issued thereunder;

1.8 "Investment Adviser" means an Investment Manager or an Investment Trustee to whom the Investment Subcommittee has delegated investment responsibility for a Separate Account or the Investment Committee with respect to any assets of the Trust Fund for which the Investment Committee has investment responsibility;

1.9 "Investment Subcommittee" means the Pension Investment Subcommittee of the Committee as constituted from time to time which has the responsibility for allocating the assets of the Trust Fund among the Separate Accounts and any Trustee Investment Account, for monitoring the diversification of the investments of the Trust Fund, for determining the propriety of investment of the Trust Fund in foreign securities and of maintaining the custody of foreign investments abroad, for assuring that the Plan does not violate any provisions of ERISA limiting the acquisition or holding of "employer securities" or "employer real property" and for the appointment and removal of Investment Advisers and shall be deemed for purposes of ERISA to be the named fiduciary for Plan investments;

1.10 "Investment Manager" means an investment manager as defined in Section 3(38) of ERISA, which is appointed by the Investment Subcommittee to manage a Separate Investment Account; but the Trustee shall have no responsibility to determine whether a person or entity acting as an Investment Manager meets or continues to meet this definition;

1.11 "Investment Trustee" means the trustee appointed by the Investment Subcommittee to manage a Separate Investment Trust Account;

1.12 "Participant" means a person who is a current, retired or former employee and who has rights in the Plan;

1.13 "Plan" means the FMC Corporation Employees' Retirement Program;

1.14 "Separate Account" means a Separate Investment Account, a Separate Investment Trust Account or a Separate Insurance Contract Account;

1.15 "Separate Insurance Contract Account" means assets of the Trust Fund allocated by the Investment Subcommittee to an account of the Trust for investment in insurance contracts directed by the Investment Subcommittee;

1.16 "Separate Investment Trust Account" means assets of the Trust Fund allocated by the Investment Subcommittee to an account of the Trust which is to be managed by an Investment Manager or the Investment Subcommittee;

1.17 "Separate Investment Trust Account" means assets of the Trust Fund allocated by the Investment Subcommittee to a Separate Account to be managed by an Investment Trustee;

1.18 "Subsidiary" means a subsidiary or affiliate of the Company;

1.19 "Subtrust" means assets of a Separate Investment Account which are held by a Subtrustee pursuant to an agreement which the Investment Subcommittee has approved and directed the Trustee to enter into;

1.20 "Subtrustee" means the trustee appointed by the Investment Subcommittee to act as trustee of a Subtrust;

1.21 "Trust" means the qualified defined benefit retirement trust evidenced hereby, as amended from time to time;

1.22 "Trust Fund" means all assets subject to this Agreement;

1.23 "Trustee" means The Northern Trust Company and any successor to it as trustee or trustees of the Trust Fund under this Agreement; and

1.24 "Trustee Investment Account" means assets of the Trust Fund allocated by the Investment Subcommittee to an account of the Trust to be managed by the Trustee with the written consent of the Trustee.

ARTICLE TWO: DISTRIBUTIONS

2.1 The Trustee shall make distributions from the Trust Fund to such persons, in such amounts, at such times and in such manner as the Committee or its designee shall from time to time direct pursuant to the service description furnished by the Trustee to the Committee from time to time. The Trustee shall have no responsibility to ascertain whether any direction received by the Trustee from the Committee or its designee in accordance with the preceding sentence is proper and in compliance with the terms of the Plan or to see to the application of any distribution. The Trustee shall not be liable for any distribution made in accordance with any direction from the Committee or its designee in accordance with the first sentence hereof and in good faith without actual notice or knowledge of the changed condition or status of any recipient. If any distribution made by the Trustee is returned unclaimed, the Trustee shall notify the Committee or its designee and shall dispose of the distribution as the

Committee or its designee shall direct. The Trustee shall have no obligation to search for or ascertain the whereabouts of any payee of benefits of the Trust Fund.

2.2 Notwithstanding the foregoing, the Committee may make distributions from the Trust Fund through a commercial banking account in a federally insured banking institution (including the Trustee) established by the Committee in the name of the Trust for such purpose after written notice to the Trustee that the commercial banking account has been so established. Upon such written notice, the Committee shall have the responsibility to assure that any such commercial banking account is established and maintained in accordance with ERISA and is properly insured. The Trustee shall make such deposits of portions of the Trust Fund to the commercial banking account as the Committee or its designee may from time to time direct. The Trustee shall have no further responsibility for funds held in or disbursed from any such commercial banking account, or to prepare any informational returns for tax purposes as to distributions made therefrom.

ARTICLE THREE: SEPARATE ACCOUNTS AND INVESTMENT SUBCOMMITTEE ADVISORS

3.1 The Trust Fund shall consist of one or more Separate Accounts and, with the Trustee's written consent, one or more Trustee Investment Accounts. All Separate Accounts and any Trustee Investment Accounts shall be established by the Trustee at the direction of the Investment Subcommittee. The Investment Subcommittee shall designate assets of the Trust Fund to be allocated to each Separate Account and each Trustee Investment Account and shall direct the Trustee with respect to any transfer of assets between Separate Accounts or between a Separate Account and a Trustee Investment Account; provided that no asset shall be allocated or transferred to a Trustee Investment Account without the Trustee's written consent. The Investment Subcommittee shall have investment responsibility for any assets of the Trust Fund not otherwise allocated to a Separate Account or Trustee Investment Account, and such assets shall comprise a Separate Investment Account for which the Investment Subcommittee serves as Investment Adviser. The following provisions shall apply to the Separate Accounts:

3.2 With respect to each Separate Investment Account, the Investment Subcommittee may appoint an Investment Manager, who shall acknowledge by a writing delivered to the Investment Subcommittee and to the Trustee that it is a fiduciary with respect to the assets allocated thereto, or in the event the Investment Subcommittee does not appoint an Investment Manager, the Investment Subcommittee shall have investment responsibility with respect to such Separate Investment Account. The Trustee shall act with respect to assets allocated to a Separate Investment Account only as directed by the Investment Manager or, in the event that the Investment Subcommittee does not appoint an Investment Manager, the Investment Subcommittee. The Investment Subcommittee may direct that any or all of the assets of a Separate Investment Account be held by a Subtrustee. The Trustee shall have custody of and custodial responsibility for all assets of the Trust Fund held in a Separate Investment Account except as otherwise provided in this Agreement or as follows:

(a) The Subtrustee of a Subtrust shall have custody of and custodial responsibility for any assets of a Separate Investment Account allocated to it by the Investment Subcommittee;

(b) The trustee of a collective or group trust fund (including without limitation an Investment Manager or its bank affiliate) shall have custody of and custodial responsibility for any assets of a Separate Investment Account invested in such collective or group trust fund; and

(c) The Investment Subcommittee may direct in writing that the custody of additional assets of a Separate Investment Account (other than those referred to in paragraphs (a) and (b) of this Section 3.2) be maintained with a Custodial Agent. In such event, the Investment Subcommittee shall approve, and direct the Trustee to enter into, a custody agreement with the Custodial Agent (which custody agreement may authorize the Custodial Agent to maintain custody of such assets with one or more subagents, including a broker or dealer registered under the Securities Exchange Act of 1934 or a nominee of such broker or dealer). The Custodial Agent shall have custodial responsibility for any assets maintained with the Custodial Agent or its subagents pursuant to the custody agreement. Notwithstanding any other provision of this Agreement, the Company (which has the authority to do so under the laws of its state of incorporation) agrees to indemnify the Trustee from any liability, loss and expense, including reasonable legal fees and expenses, which the Trustee sustains by reason of acting in accordance with any directions of the Investment Committee pursuant to this paragraph (c). This paragraph shall survive the termination of this Agreement.

3.3 With respect to each Separate Investment Trust Account, the Trustee and the Investment Trustee thereof shall upon the direction of the Investment Subcommittee execute an investment trust agreement with respect thereto. The Investment Trustee shall have custody of all of the assets of the Separate Investment Trust Account except such assets as the Investment Subcommittee may from time to time determine shall be held in the custody of the Trustee with the Trustee's written consent; the Trustee shall act with respect to any such assets in its custody only as directed by the Investment Trustee.

3.4 With respect to each Separate Insurance Contract Account, from assets allocated thereto, the Trustee shall purchase or continue in effect such insurance contracts, including annuity contracts and policies of life insurance, as the Investment Subcommittee shall direct, the issuing insurance company may credit those assets to its general account or to one or more of its separate accounts, and the Trustee shall act with respect to those contracts only as directed by the Investment Subcommittee.

3.5 The Investment Subcommittee shall have investment responsibility for assets held in any Separate Account for which an Investment Manager or Investment Trustee has not been retained, has been removed, or is for any reason unwilling or unable to act. With respect to assets or Separate Accounts for which the Investment Subcommittee has investment

responsibility, the Trustee, acting only as directed by the Investment Subcommittee, shall enter into such agreements as are necessary to facilitate any investment, including agreements entering into a limited partnership, Subtrust or the participation in real estate funds. The Trustee shall not make any investment review of, or consider the propriety of holding or selling, or vote any assets for which the Investment Subcommittee has investment responsibility.

3.6 With respect to each Separate Account, the Investment Adviser thereof shall have the investment powers granted to the Trustee by ARTICLE FOUR, as limited by Section 5.1 through Section 5.3 of ARTICLE FIVE, as if all references therein to the Trustee referred to the Investment Adviser.

3.7 The Investment Subcommittee may also direct the Trustee as fiduciary to lend securities of the Trust Fund held by the Trustee by entering into a written agreement with the Trustee. The terms of the agreement between the Investment Subcommittee and the Trustee shall be consistent with Department of Labor Prohibited Transaction Exemption 81-6 or any successor exemption. The written agreement between the Investment Subcommittee and the Trustee shall direct the Trustee to enter into a loan agreement with a borrower or borrowers. The Trustee shall transfer securities to the borrower and invest or hold on behalf of the Trust Fund the collateral received in exchange for the securities. Notwithstanding anything in this Agreement to the contrary, the borrower shall have the authority and responsibility to vote securities it has borrowed. The Trustee shall maintain a record of the market value of the loaned securities and shall be paid reasonable compensation as agreed to by the Trustee and the Investment Subcommittee.

3.8 The Investment Subcommittee may direct the Trustee to: (i) enter into such agreements as are necessary to implement investment in futures contracts and options on futures contracts; (ii) transfer initial margin to a futures commission merchant or third party safekeeping bank pursuant to directions from an Investment Adviser and (iii) pay or demand variation margin in accordance with industry practice to or from such futures commission merchant based on daily marking to market calculations. The Trustee shall have no investment or custodial responsibility with respect to assets transferred to a futures commission merchant or third party safekeeping bank.

ARTICLE FOUR: POWERS OF TRUSTEE

Except as otherwise provided in this Agreement, the Trustee shall hold, manage, care for and protect the assets of the Trust Fund and shall have until actual distribution thereof the following powers and, except to the extent inconsistent herewith, those now or hereafter conferred by law:

4.1 To retain any asset originally included in the Trust Fund or subsequently added thereto;

4.2 To invest and reinvest the assets without distinction between income and principal in property of any kind, without restriction, including options, futures contracts, and options on futures contracts.

4.3 To acquire and hold qualifying employer securities and qualifying employer real property, as such investments are defined in Section 407(d) of ERISA;

4.4 To deposit any part or all of the assets with the Trustee or its affiliate as trustee, or another person or entity acting as trustee of any collective or group trust fund which is now or hereafter maintained as a medium for the collective investment of funds of pension, profit sharing or other employee benefit plans, and which is qualified under Section 401(a) of the Code and exempt from taxation under Section 501(a) of the Code, and to withdraw any part or all of the assets so deposited; any assets deposited with the trustee of a collective or group trust fund shall be held and invested by the trustee thereunder pursuant to all the terms and conditions of the trust agreement or declaration of trust establishing the fund, which are hereby incorporated herein by reference and shall prevail over any contrary provision of this Agreement; provided, however, that the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund;

4.5 To deposit cash in any depository, including the banking department of the Trustee or its affiliate and any organization acting as a fiduciary with respect to the Trust Fund;

4.6 To hold any part of the assets in cash without liability for interest as the Trustee deems reasonable or necessary pending investment thereof or the payment of expenses or making of distributions therewith;

4.7 To cause any asset, real or personal, to be held in a corporate depository or federal book entry account system or registered in the Trustee's name or in the name of a nominee or in such other form as the Trustee deems best without disclosing the trust relationship; provided, however, that the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund;

4.8 Other than with respect to Company stock, to vote, either in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose; to exercise or sell any subscription or conversion rights; to consent to and join in or oppose any voting trusts, reorganizations, consolidations, mergers, foreclosures and liquidations and in connection therewith to deposit securities and accept and hold other property received therefor;

4.9 Subject to Section 5.5 of this Agreement, with respect to Company stock, to vote, either in person or by general or limited proxy, or refrain from voting any Company stock for any purpose; to exercise or sell any subscription or conversion rights; to consent to and join in or oppose any voting trusts, reorganizations, consolidations, mergers, foreclosures and liquidations and in connection therewith to deposit securities and accept and hold other

property received therefor; to give general or special proxies or powers of attorney with or without the power of substitution; and to generally exercise any of the powers of an owner with respect to such Company stock;

4.10 At the direction of the Investment Subcommittee, to lease any assets for any period of time though commencing in the future or extending beyond the term of the trust;

4.11 To borrow money from any lender in order to complete transactions in cases where adequate funds may not otherwise be available to the Trust Fund, and, at the direction or with the consent of the Investment Subcommittee, to borrow money from any lender for any other purpose that as set forth above, to extend or renew any existing indebtedness and to mortgage or pledge any assets;

4.12 To sell at public or private sale, contract to sell, convey, exchange, transfer and otherwise deal with the assets in accordance with industry practice, and to sell put and covered call options from time to time for such price and upon such terms as the Trustee sees fit; the Company acknowledges that the Trustee may reverse any credits made to the Trust Fund by the Trustee prior to receipt of payment in the event that payment is not received;

4.13 To employ agents, attorneys-in-fact and proxies and to delegate to any one or more of them any power, discretionary or otherwise, granted to the Trustee at the Trustee's expense without any cost to the Company or the Trust Fund unless such expense is authorized under Section 9.6 hereof, or the Company agrees in writing to bear such expense;

4.14 Upon giving the Committee 30 days prior written notice, to compromise, contest, prosecute or abandon claims in favor of or against the Trust Fund;

4.15 To appoint foreign custodians as agent of the Trustee to custody foreign securities holdings of any Separate Account established by the Investment Subcommittee or of any Trustee Investment Account.

4.16 To lend securities held by the Trustee and to receive and invest collateral provided by the borrower, all pursuant to a written agreement between the Trustee and the Investment Subcommittee;

4.17 To utilize any tax refund claim procedures with respect to taxes withheld to which the Trust Fund may be entitled under applicable tax laws, treaties and regulations; any exercise of such power by the Trustee shall be on a best efforts basis; and

4.18 To perform other acts necessary or appropriate for the proper administration of the Trust Fund, execute and deliver necessary instruments and give full receipts and discharges.

ARTICLE FIVE: LIMITATIONS ON POWERS

For purposes of this Agreement, the powers and responsibilities allocated to the Trustee shall be limited as follows:

5.1 The powers of the Trustee shall be exercisable for the exclusive purpose of providing benefits to the Participants and Beneficiaries under the Plan and in accordance with the standards of a prudent man under ERISA;

5.2 Subject to Section 5.1 and Section 5.3, the Trustee shall diversify the investments of that portion of the Trust Fund for which it has investment responsibility so as to minimize the risk of large losses;

5.3 Subject to Section 5.1, the Trustee shall, with respect to that portion of the Trust Fund for which it has investment responsibility, follow the investment guidelines established by the Investment Subcommittee;

5.4 Except as otherwise provided in Section 3.7, the Trustee shall not make any investment review of, consider the propriety of holding or selling, or vote other than as directed by the Investment Adviser, any assets of the Trust Fund allocated to a Separate Account in accordance with ARTICLE THREE, except that if the Trustee shall not have received contrary instructions from the Investment Adviser thereof, the Trustee shall invest for short term purposes any cash consisting of U. S. dollars of a Separate Account in its custody in bonds, notes and other evidences of indebtedness having a maturity date not beyond five years from the date of purchase, U.S. Treasury bills, commercial paper, bankers' acceptances and certificates of deposit, and undivided interests or participations therein and (if subject to withdrawal on a daily or weekly basis) participations in common or collective funds composed thereof and regulated investment companies (including those for which the Trustee or any of its affiliates acts as advisor). For currencies other than U. S. dollars, the Trustee shall invest cash of a Separate Account as directed by the Investment Adviser with respect to that Separate Account and such investments may include an interest bearing account of a foreign custodian;

5.5 The Investment Subcommittee shall have the sole investment responsibility with respect to the retention, sale, purchase or voting of any Company stock other than Company stock which has been allocated to a Separate Account over which the Investment Subcommittee has delegated investment responsibility to an Investment Adviser. The Trustee shall have custody of such Company stock and shall act with respect thereto as directed by an Investment Adviser of a Separate Account holding Company stock or the Investment Subcommittee with respect to Company stock in a Company Stock Account. The Trustee shall not make any investment review of, consider the propriety of holding or selling, or vote any such Company stock. With respect to such Company stock, the Investment Subcommittee shall have the investment powers granted to the Trustee by ARTICLE FOUR as limited by Section 5.1 and Section 5.2 of ARTICLE FIVE, as if all references therein to the Trustee referred to the Investment Subcommittee. No provision of this Section 5.5 shall prevent the

Trustee from taking any action with respect to the voting or tender of such Company stock if the Trustee determines in its sole discretion that such action is necessary in order for the Trustee to fulfill its fiduciary responsibilities under ERISA;

5.6 The Investment Subcommittee shall have sole responsibility for the decision to maintain the custody of foreign investments abroad. Except as otherwise directed by the Investment Subcommittee, custody of foreign investments shall be maintained with foreign custodians selected by the Trustee. The Trustee shall have no responsibility for losses to the Trust Fund resulting from the acts or omissions of any foreign custodian appointed by the Trustee unless due to the foreign custodian's fraud, negligence or willful misconduct. The Trustee shall maintain custody of foreign investments in any jurisdiction where the Trustee has not selected a custodian solely as directed by the Investment Subcommittee. The Trustee shall have no responsibility for the financial condition, acts or omissions of any foreign custodian holding assets of the Trust Fund at the direction of the Investment Subcommittee.

ARTICLE SIX: ACCOUNTS

6.1 The Trustee shall maintain accounts of all investments, receipts and disbursements, including contributions, distributions, purchases, sales and other transactions of the Trust Fund. The accounts, and the books and records relating thereto, shall be open to inspection and audit at all reasonable times by any person or persons designated by the Investment Subcommittee or entitled thereto under ERISA.

6.2 Within sixty (60) days after the close of each fiscal year of the Trust Fund and of any other period agreed upon by the Trustee and the Investment Subcommittee the Trustee shall render to the Investment Subcommittee a statement of account for the Trust Fund for the period commencing with the close of the last preceding period and a list showing each asset thereof as of the close of the current period and its cost and fair market value. In preparing the Trustee's written account, the Trustee shall be fully protected in relying, without duty of inquiry: (i) upon the determination of the issuing insurance company or other entity with respect to the value of each insurance or investment contract included in such written account, (ii) upon information provided by the general partner or other investment entity with respect to the value of each limited partnership or other investment interest included in such written account, and (iii) with respect to any assets of the Trust Fund managed by an Investment Adviser for which the Trustee deems not to have a readily ascertainable value, upon the fair market value of such assets as determined by the applicable Investment Adviser.

6.3 An account of the Trustee may be approved by the Investment Subcommittee by written notice delivered to the Trustee or by failure to object to the account by written notice delivered to the Trustee within six (6) months of the date upon which the account was delivered to the Investment Subcommittee.

The approval of an account shall constitute a full and complete discharge to the Trustee as to all matters set forth in that account as if the account had been settled by a court of competent jurisdiction in an action or proceeding to

which the Trustee, the Company and the Investment Subcommittee were parties. In no event shall the Trustee be precluded from having its accounts settled by a judicial proceeding. Nothing in this article shall relieve the Trustee of any responsibility, or liability for any responsibility, under ERISA.

ARTICLE SEVEN: TRUSTEE SUCCESSION

7.1 The Trustee may resign at any time by written notice to the Investment Subcommittee, or the Investment Subcommittee may remove the Trustee by written notice to the Trustee. The resignation or removal shall be effective sixty (60) days after the date of the Trustee's resignation or receipt of the notice of removal or at such earlier date as the Trustee and the Investment Subcommittee may agree.

7.2 In case of the resignation or removal of the Trustee, the Investment Subcommittee shall appoint a successor trustee by delivery to the Trustee of a written instrument executed by the Investment Subcommittee appointing the successor trustee and a written instrument executed by the successor trustee accepting the appointment, whereupon the Trustee shall deliver the assets of the Trust Fund to the successor trustee but may reserve such reasonable amount as the Trustee may deem necessary to satisfy outstanding invoices for compensation for its services as Trustee and any other undisputed, outstanding and accrued expenses as described in Section 9.5 hereof, against the Trust Fund.

7.3 The successor trustee, and any successor to the trust business of the Trustee by merger, consolidation or otherwise, shall have all the powers given the originally named Trustee. No successor trustee shall be personally liable for any act or omission of any predecessor. Except as otherwise provided in this Agreement or under ERISA, the receipt of the successor trustee and the approval of the Trustee's final account by the Investment Subcommittee in the manner provided in ARTICLE SIX shall constitute a full and complete discharge to the Trustee.

ARTICLE EIGHT: AMENDMENT AND TERMINATION

8.1 The Company may at any time or times with the consent of the Trustee amend this Agreement in whole or in part by instrument in writing delivered to the Trustee and effective upon the date therein provided.

8.2 This Agreement shall terminate by action of the Company. Upon termination, the Trustee shall distribute the Trust Fund in the manner directed by the Investment Subcommittee, in kind to the extent of identified assets and the balance in cash or in kind or partly in each as the Trustee and the Investment Subcommittee shall agree, except that the Trustee shall be entitled to prior receipt of such rulings and determinations from such administrative agencies as it may deem necessary or advisable to assure itself that the distribution directed is in accordance with law and will not subject the Trust Fund or the

Trustee to liability, and except, further, that the Trustee may reserve such reasonable amount as the Trustee may deem necessary to satisfy outstanding invoices for compensation for its services as Trustee and any other undisputed, outstanding and accrued expenses as described in Section9.5 hereof, against the Trust Fund.

8.3 This Agreement shall terminate in its entirety when there is no asset included in the Trust Fund.

ARTICLE NINE: MISCELLANEOUS

9.1 Any action required to be taken by the Company shall be by resolution of its board of directors or by the written direction of one or more of its president, any vice president or treasurer or assistant treasurer, or by such other person or persons as shall be authorized by such officers or by resolution of its board of directors, which resolution shall be filed with the Trustee. The Trustee may take or omit to take any action in accordance with written direction purporting to be signed by such an officer of the Company or other authorized person, or in reliance upon a certified copy of a resolution of the board of directors which the Trustee believes to be genuine. The Trustee shall have no responsibility for any action taken by the Trustee in accordance with any such resolution or direction.

9.2 The Company shall certify to the Trustee in writing the names of the members of the Committee and Investment Subcommittee acting from time to time, and the Trustee shall not be charged with knowledge of a change in the membership of either such committee until so notified in writing by the Company. Any action required or permitted to be taken by the Committee or the Investment Subcommittee shall be by direction of (i) one or more of the members of the committee authorized to take such action hereunder, (ii) such committee's secretary or (iii) such other designee as shall be designated in writing by the Committee or the Investment Subcommittee to act for such committee. The Trustee may rely upon an instrument of designation received from the Committee or the Investment Subcommittee appointing a designee to act for such committee which it reasonably believes has been signed by a majority of the members (or by the secretary or chairman) of the appropriate committee and filed with the Trustee. The Trustee shall have no responsibility for any action taken by it in accordance with any direction it reasonably believes to have been given as provided above. Directions of the Committee or the Investment Subcommittee may be given to the Trustee by telephone, letter, telex, fax, SWIFT, other electronic or electro-mechanical means or by other methods the Trustee deems acceptable.

9.3 In no event shall the terms of the Plan, either expressly or by implication, be deemed to impose upon the Trustee any power or responsibility other than those set forth in this Agreement. The Trustee may assume until advised to the contrary that the Plan and the Trust Fund are qualified under Section 401(a) and exempt from taxation under Section 501(a) of the Code, or under corresponding provisions of subsequent federal tax laws. The Trustee

shall be accountable for contributions made to the Plan and included among the assets of the Trust Fund but shall have no responsibility to determine whether the contributions comply with the provisions of the Plan or of ERISA.

9.4 In any judicial proceeding to settle the accounts of the Trustee, the Trustee, the Company and the Investment Subcommittee shall be the only necessary parties; in any other judicial proceeding with respect to the Trustee or the Trust Fund, the Trustee, the Company and each affected Subsidiary shall be the only necessary parties; and no Participant or Beneficiary shall be entitled to any notice of process. A final judgment in any such proceeding shall be binding upon the parties to the proceeding and all Participants and Beneficiaries.

9.5 The Trustee shall be reimbursed for all reasonable and direct expenses incurred in extraordinary and nonrecurring circumstances in the management and protection of the Trust Fund to the extent such expenses are not included in the compensation the Company pays the trustee for its services and shall receive such reasonable compensation for its services as the Trustee and the Company shall from time to time agree. Those items of expense and compensation shall be paid from the Trust Fund, subject to prior payment or reimbursement by the Company in its discretion.

9.6 Without limiting the rights of the Trustee as otherwise provided in this Agreement, pursuant to direction by the Committee, the Trustee shall pay from the Trust Fund expenses of the Plan or compensation to parties providing services to the Plan including but not by way of limitation, expenses or compensation related to actuarial, legal, accounting, office space, printing, computer, recordkeeping, investment, performance evaluation or any other material or service provided to the Plan.

9.7 The Company has allocated fiduciary responsibility among various persons and entities in accordance with the terms of the Plan and this Agreement. Except as provided herein, the Trustee shall have no responsibility for any error or loss that results by reason of the exercise or non-exercise of fiduciary responsibility which is not allocated to the Trustee hereunder and the Company (which has the authority to do so under the laws of the state of its incorporation) agrees to hold harmless and indemnify the Trustee from any liability, loss and expense, including reasonable attorneys fees, which it incurs to the extent the liability, loss or expense is a direct result of such exercise or non-exercise of fiduciary responsibility by the person or entity to which it is allocated; provided, however, the Trustee shall not be so indemnified to the extent such liability, loss or expense is a result of a breach by the Trustee of a duty specifically allocated to it by the terms of this Agreement or the Trustee's negligence in carrying out such a duty or to the extent the Trustee participated knowingly in a breach, or knowingly undertook to conceal an act or omission of another fiduciary, knowing such act or omission was a breach of fiduciary responsibility by such fiduciary. This Section 9.7 shall survive the termination of this Agreement.

9.8 The Trustee hereby agrees to hold harmless and indemnify the Company from and against any liability, loss or expense, including reasonable attorneys fees which it incurs

to the extent the liability, loss or expense was a direct result of a breach by the Trustee of a duty specifically allocated to it by the terms of this Agreement or the Trustee's negligence in carrying out such a duty or to the extent the Trustee participated knowingly in a breach, or knowingly undertook to conceal an act or omission of another fiduciary, knowing such act or omission was a breach of fiduciary responsibility by such fiduciary. This Section 9.8 shall survive the termination of this Agreement.

9.9 For purposes of the foregoing, the Trustee shall not be deemed to have participated knowingly in a breach, or knowingly undertook to conceal an act or omission of another fiduciary, knowing such act or omission was a breach of fiduciary responsibility by such fiduciary, by merely complying with the authorized directions of an Investment Adviser or by its failure to act in the absence of such authorized direction or by reason of maintaining accounting records or solely as a result of the normal information received by the Trustee or its officers, employees, or agents in the normal course of performing any custodial, reporting, recording and bookkeeping functions with respect to any assets of the Trust Fund managed by an Investment Manager or the Investment Subcommittee. This Section 9.9 shall survive the termination of the Agreement.

9.10 Notwithstanding any other provision of this Agreement, in no event shall the Trustee or the Company be liable for any incidental or consequential damages of any nature.

9.11 Neither the Company, the Committee nor the Investment Subcommittee shall direct the Trustee to cause any part of the Trust Fund to be diverted to any purpose other than the exclusive benefit of the Participants and Beneficiaries and for defraying the reasonable expenses of administering the Plan or, except as otherwise permitted under the Plan and under ERISA, to be remitted to the Company or a Subsidiary.

9.12 Any person dealing with the Trustee shall not see to the application of any money paid or property delivered to the Trustee or inquire into the provisions of this Agreement or of the Plan or the Trustee's authority thereunder or compliance therewith, and may rely upon the statement of the Trustee that the Trustee is acting in accordance with this Agreement.

9.13 Except as otherwise directed by the Committee, which direction shall be in compliance with all applicable provisions of the 1984 Retirement Equity Act, the relevant Plan and Section 401(a)(13) of the Code, any interest of a Participant or Beneficiary in the Trust Fund or the Plan or in any distribution therefrom shall not be subject to the claim of any creditor, any spouse for alimony or support, or others, or to legal process, and may not be voluntarily or involuntarily alienated or encumbered.

9.14 The Trustee shall not be responsible for any delay in performance, or non-performance, of any obligation hereunder to the extent that the same is due to forces beyond its reasonable control, including but not limited to delays, errors or interruptions caused by the Company, the Committee, the Investment Subcommittee or third parties, any industrial, juridical, governmental, civil or military action, acts of terrorism, insurrection or revolution, nuclear fusion, fission or radiation, failure or fluctuation in electrical power, heat, light, air conditioning or telecommunications equipment, or acts of God.

9.15 In case any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of this Agreement, but shall be fully severable, and the Agreement shall not be construed and enforced as if said illegal or invalid provisions had never been inserted herein. This Agreement supersedes and replaces any prior agreements with respect to the subject matter hereof.

9.16 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument.

ARTICLE TEN: GOVERNING LAW

The provisions of ERISA and the internal laws of Illinois shall govern the validity, interpretation and enforcement of this Agreement, and in case of conflict, the provisions of ERISA shall prevail.

IN WITNESS WHEREOF, the Company and the Trustee have executed this Agreement by their respective duly authorized officers effective as of the day and year first above written.

FMC CORPORATION

ATTEST: By: /s/ Michael W. Murray

/s/ Lori A. Lenard Its: Vice President H.R.

Lori A. Lenard
Assistant Secretary

The undersigned, Stephan F. Gates, does hereby certify that he is the duly elected, qualified and acting Secretary of FMC Corporation (the "Company") and further certifies that the person whose signature appears above is a duly elected, qualified and acting officer of the Company with full power and authority to execute this Trust Agreement on behalf of the Company and to take such other actions and execute such other documents as may be necessary to effectuate this Agreement.

/s/ Stephen F. Gates

Senior Vice President, General Counsel
Secretary
FMC Corporation

THE NORTHERN TRUST COMPANY

ATTEST: By: /s/ Curtis Pence

/s/ Ronald Szafranski

Its: Vice President

Exhibit 10.6.b

AMENDMENT
TO THE
FMC CORPORATION
DEFINED BENEFIT RETIREMENT TRUST

THIS AGREEMENT is made effective as of the 30th day of April, 2001 by and between FMC CORPORATION (the "Company"), a Delaware corporation, and THE NORTHERN TRUST COMPANY, an Illinois corporation of Chicago, Illinois (the "Trustee");

WHEREAS the Company and the Trustee executed the FMC Corporation Defined Benefit Retirement Trust (the "Trust") dated the 2nd day of October, 2000; and

WHEREAS the Company and the Trustee desire to amend the Trust pursuant to Article Eight;

NOW, THEREFORE, the sections of the Trust set forth below are amended as follows, effective as of May 1, 2001, except as otherwise provided below, but all other sections of the Trust shall remain in full force and effect.

1. The following language is hereby inserted into the third paragraph between "date of this Agreement" and ", all investments and reinvestments thereof":

"or hereafter acquired by the Trustee as Trustee in connection with a Plan for which this Agreement is adopted as the funding medium,".

2. The language "the Plan" is hereby replaced with "a Plan" in Sections 1.1, 1.12, 2.1, 9.3 in the sixth line, and 9.6.

3. The language "the Plan" is hereby replaced with "each Plan" in Sections 1.3, 5.1, 9.3 in the third line, and 9.7.

4. The sixth line of Section 1.9 is hereby amended to replace "for assuring that the Plan does not violate any provisions of" with "for assuring that no Plan violates any provisions of".

5. Section 1.13 is hereby amended in its entirety as follows:

"1.13 "Plan" means a retirement plan which has been established by the Company or by a Subsidiary and for which this agreement has been adopted as the funding medium;".

6. Effective as of October 2, 2000, Section 1.16 is hereby amended to delete "Separate Investment Trust Account" and replace it with "Separate Investment Account".

7. Section 1.25 is hereby added as follows immediately following Section 1.24:

"1.25 "Company Stock" means common stock of the Company, and common stock of FMC Technologies, Inc. prior to the date upon which shares of FMC Technologies, Inc. common stock are no longer "qualifying employer securities" for purposes of section 407 of ERISA. It shall be the sole responsibility of the Investment Subcommittee to determine whether the shares of common stock of FMC Technologies, Inc. are "qualifying employer securities" under ERISA;".

8. Section 1.26 is hereby added as follows immediately following Section 1.25:

"1.26 "Plan Account" means the interest of each Plan in the Trust Fund;".

9. Section 2.1 is hereby amended to insert the following language between "in such amounts" and ", at such times":

"(but not exceeding the then value of the Plan Account to which the distribution is chargeable)".

10. Section 5.5 is hereby amended in its entirety to read as follows:

"5.5 (a) The Investment Subcommittee shall have the sole investment responsibility with respect to the retention, sale, purchase or voting of any Company Stock other than Company Stock which has been allocated to a Separate Account over which the Investment Subcommittee has delegated investment responsibility to an Investment Adviser. The Trustee shall have custody of such Company Stock and shall act with respect thereto as directed by an Investment Adviser of a Separate Account holding Company Stock or the Investment Subcommittee with respect to Company Stock in a Company Stock Account. The Trustee shall not make any investment review of, consider the propriety of holding or selling, or vote any such Company Stock. With respect to such Company Stock, the Investment Subcommittee shall have the investment powers granted to the Trustee by ARTICLE FOUR as limited by Section 5.1 and Section 5.2 of ARTICLE FIVE, as if all references therein to the Trustee referred to the Investment Subcommittee. No provision of this Section 5.5 shall prevent the Trustee from taking any action with respect to the voting or tender of such Company Stock if the Trustee determines in its sole discretion that such action is necessary in order for the Trustee to fulfill its fiduciary responsibilities under ERISA;

(b) In the event that shares of common stock of the Company held in the Company Stock Account receive a distribution of common stock of FMC Technologies, Inc. ("FTI Stock"), such FTI Stock shall be held in a Separate Investment Account for which the Investment Subcommittee shall have investment responsibility as provided for in ARTICLE THREE.

(c) In the event that the Investment Subcommittee determines that FTI Stock is no longer a "qualifying employer security" for purposes of section 407 of ERISA, a Company Stock Account composed of investments in FTI Stock shall become a Separate Investment Account for which the Investment Subcommittee shall have investment responsibility as provided for in ARTICLE THREE.

(d) If the Investment Subcommittee or its designee determines to swap shares of FTI Stock with another trust or to enter into non-market trades, it shall direct the Trustee with respect to the terms and conditions of such trades."

11. The language "the Plan" is hereby replaced with "any Plan" in Sections 9.3 the first line, 9.12 and 9.13.

12. The fourth line of Section 9.11 is hereby amended in its entirety to read as follows:

"expenses of administering a Plan or, except as otherwise permitted under the affected Plan and under"

13. The following new Article Eleven is hereby added immediately following Article Ten:

"ARTICLE ELEVEN: VALUATION AND ALLOCATION

The Trustee shall hold the Trust Fund as a commingled fund or commingled funds in which each separate Plan shall be deemed to have a proportionate undivided interest in the fund or funds in which it participates, except that each fund or asset identified by the Committee as allocable to a particular Plan Account, herein referred to as an "identified fund" or "identified asset", and income, appreciation or depreciation and expenses attributable to a particular Plan Account or to an identified asset thereof, shall be allocated or charged to that Plan Account. Contributions shall be designated by the Committee as allocable, and distributions shall be designated by the Committee as chargeable, to a particular Plan Account and shall be so allocated or charged. Upon the direction of the Committee the Trustee shall periodically determine the value of each Plan Account on such basis as the Trustee and the Committee shall from time to time agree (considering the fair market value of the assets initially received from the predecessor trustee or the Company with respect to the Plan and subsequent contributions and distributions, net income, net appreciation or depreciation and expenses attributable to the Plan) and shall render a statement thereof to the Committee within sixty

(60) days after each valuation date."

IN WITNESS WHEREOF, the Company and the Trustee have caused this Amendment to be executed and attested by their respective corporate officers effective on the day and year first written above.

FMC CORPORATION
By: /s/ Stephen F. Gates
____
Its: Senior Vice President,
General Counsel and
Secretary

ATTEST
/s/ Lori A. Lenard
____
Its: Assistant Secretary

The undersigned, Steven H. Shapiro, does hereby certify that he/she is the duly elected, qualified and acting Secretary of FMC Corporation (the "Company") and further certifies that the person whose signature appears above is a duly elected, qualified and acting officer of the Company with full power and authority to execute this Amendment on behalf of the Company and to take such other actions and execute such other documents as may be necessary to effectuate this Amendment.

/s/ Steven H. Shapiro
____
Assistant Secretary
FMC Corporation

THE NORTHERN TRUST COMPANY
By: /s/ M. Curtis Pence
____
Its: Vice President

ATTEST:

____
Its: Assistant Secretary

FMC Technologies, Inc.
Quarterly Report
on Form 10-Q for
June 30, 2001

Exhibit 11 Statement re:

Computation of Diluted Earnings Per Share (Unaudited)

(In thousands, except per share data)

	Three Months Ended June 30, 2001	Six Months Ended June 30, 2001
Earnings:		
Net income	10,247	1,912
Shares:		
Weighted average number of shares of common stock outstanding	65,000	65,000
Weighted average additional shares assuming conversion of stock options	1,180	680
Shares - diluted basis	66,180	65,680
Diluted earnings per share	$ 0.15	$ 0.03

Note: Earnings per share information has not been presented for any periods in 2000 because the capital structure of FMC Technologies, Inc. in 2000 was not indicative of the Company's current capital structure as a result of the formation transactions discussed in Note 2 to the Company's June 30, 2001 consolidated financial statements.

Exhibit 15 Letter re: Unaudited Interim Financial Information

FMC Technologies, Inc.
Chicago, Illinois

Ladies and Gentlemen:

Re: Registration Statement No. 333-55920 on Form S-1/A and Registration Statement No. 333-62996 on Form S-8.

With respect to the subject registration statements, we acknowledge our awareness of the incorporation by reference therein of our report dated July 31, 2001 related to our review of interim financial information.

Pursuant to Rule 436(c) under the Securities Act of 1933, such report is not considered part of a registration statement prepared or certified by an accountant or a report prepared or certified by an accountant within the meaning of Sections 7 and 11 of the Act.

Very truly yours,

KPMG LLP

Chicago, Illinois
August 14, 2001