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

FORM 10-Q

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

For the quarterly period ended March 31, 2006

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
(State or other jurisdiction
of incorporation or organization)

1803 Gears Road, Houston, Texas
(Address of principal executive offices)

36-4412642
(I.R.S. Employer
Identification No.)

77067
(Zip code)

(281) 591-4000
(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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

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 April 28, 2006
Common Stock, par value \$0.01 per share	68,363,717

PART I—FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

FMC Technologies, Inc. and Consolidated Subsidiaries
Consolidated Statements of Income (Unaudited)

(In millions, except per share data)

	Three Months Ended	
	March 31,	
	2006	2005
Revenue	\$ 869.3	\$ 681.6
Costs and expenses:		
Cost of sales	683.8	583.0
Selling, general and administrative expense	97.7	88.6
Research and development expense	12.1	13.3
Total costs and expenses	793.6	684.9
Net gain on disposal of assets	0.2	2.7
Minority interests	(0.8)	(0.8)
Income (loss) before net interest expense and income taxes	75.1	(1.4)
Net interest expense	(1.5)	(1.2)
Income (loss) before income taxes	73.6	(2.6)
Provision (benefit) for income taxes	26.6	(2.6)
Net income	\$ 47.0	\$ 0.0
Earnings per share (Note 2)		
Basic	\$ 0.68	\$ 0.00
Diluted	\$ 0.67	\$ 0.00
Weighted average shares outstanding (Note 2)		
Basic	68.7	69.1
Diluted	70.4	69.1

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

FMC Technologies, Inc. and Consolidated Subsidiaries
Consolidated Balance Sheets

(In millions, except per share data)

	March 31, 2006 (Unaudited)	December 31, 2005
Assets:		
Current assets:		
Cash and cash equivalents	\$ 106.7	\$ 152.9
Trade receivables, net of allowances of \$9.2 in 2006 and \$9.6 in 2005	763.9	736.3
Inventories (Note 3)	526.8	449.4
Prepaid expenses	25.6	21.1
Other current assets	74.4	68.4
Total current assets	1,497.4	1,428.1
Investments	21.6	22.3
Property, plant and equipment, net of accumulated depreciation of \$470.1 in 2006 and \$452.9 in 2005	372.2	353.3
Goodwill	121.5	117.4
Intangible assets, net	61.8	61.1
Deferred income taxes	75.1	79.6
Other assets	31.1	33.8
Total assets	\$ 2,180.7	\$ 2,095.6
Liabilities and stockholders' equity:		
Current liabilities:		
Short-term debt and current portion of long-term debt	\$ 4.5	\$ 3.3
Accounts payable, trade and other	371.5	366.2
Advance payments and progress billings	365.7	348.6
Other current liabilities	290.7	289.2
Income taxes payable	27.6	28.3
Current portion of accrued pension and other postretirement benefits	15.3	15.2
Deferred income taxes	12.7	7.4
Total current liabilities	1,088.0	1,058.2
Long-term debt, less current portion	260.2	252.6
Accrued pension and other postretirement benefits, less current portion	25.2	21.8
Reserve for discontinued operations	6.0	6.1
Other liabilities	48.5	50.2
Minority interests in consolidated companies	8.0	7.2
Commitments and contingent liabilities (Note 9)		
Stockholders' equity (Note 8):		
Preferred stock, \$0.01 par value, 12.0 shares authorized; no shares issued in 2006 or 2005	—	—
Common stock, \$0.01 par value, 195.0 shares authorized; 70.6 and 70.0 shares issued in 2006 and 2005, respectively; 68.2 and 68.1 shares outstanding in 2006 and 2005, respectively	0.7	0.7
Common stock held in employee benefit trust, at cost; 0.1 shares outstanding in 2006 and 2005	(4.0)	(3.6)
Common stock held in treasury, at cost; 2.3 and 1.8 shares in 2006 and 2005, respectively	(91.6)	(63.9)
Capital in excess of par value of common stock	693.8	681.6
Retained earnings	240.2	193.2
Accumulated other comprehensive loss	(94.3)	(108.5)
Total stockholders' equity	744.8	699.5
Total liabilities and stockholders' equity	\$ 2,180.7	\$ 2,095.6

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

FMC Technologies, Inc. and Consolidated Subsidiaries
Consolidated Statements of Cash Flows (Unaudited)

(In millions)

	Three Months Ended	
	March 31,	
	2006	2005
Cash provided (required) by operating activities of continuing operations:		
Net income	\$ 47.0	\$ 0.0
Adjustments to reconcile net income to cash provided (required) by operating activities of continuing operations:		
Depreciation	13.9	13.0
Amortization	2.8	3.0
Employee benefit plan costs	12.2	9.7
Deferred income tax benefit	(2.4)	(9.7)
Net gain on disposal of assets	(0.2)	(2.7)
Other	3.3	3.1
Changes in operating assets and liabilities, net of effects of acquisitions:		
Trade receivables, net	(21.2)	24.2
Inventories	(74.9)	(85.9)
Other current assets and other assets	(9.5)	3.2
Accounts payable, trade and other	(1.8)	(26.8)
Advance payments and progress billings	15.8	51.2
Other current liabilities and other liabilities	(1.9)	(25.5)
Income taxes payable	9.2	(0.6)
Accrued pension and other postretirement benefits, net	(4.0)	(7.5)
Cash required by operating activities of continuing operations	(11.7)	(51.3)
Operating cash required by discontinued operations – revised *	(0.1)	(0.1)
Cash provided (required) by investing activities:		
Capital expenditures	(29.1)	(11.3)
Proceeds from disposal of property, plant and equipment and other long-lived assets	1.2	4.7
Other	1.4	—
Cash required by investing activities	(26.5)	(6.6)
Cash provided (required) by financing activities:		
Net increase (decrease) in short-term debt and current portion of long-term debt	1.2	(0.3)
Net increase in commercial paper	—	3.9
Proceeds from issuance of long-term debt	7.5	—
Repayments of long-term debt	—	(0.4)
Proceeds from issuance of common stock upon exercise of stock options	11.4	9.4
Increase in common stock held in treasury	(35.2)	(5.7)
Excess tax benefits	7.3	1.9
Net increase in common stock held in employee benefit trust	(0.4)	(0.2)
Cash (required) provided by financing activities	(8.2)	8.6
Effect of exchange rate changes on cash and cash equivalents	0.3	(2.3)
Decrease in cash and cash equivalents	(46.2)	(51.7)
Cash and cash equivalents, beginning of period	152.9	124.1
Cash and cash equivalents, end of period	<u>\$ 106.7</u>	<u>\$ 72.4</u>

*All cash required by discontinued operations related solely to operating activities.

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

FMC Technologies, Inc. and Consolidated Subsidiaries
Notes to Consolidated Financial Statements (Unaudited)

Note 1: Basis of Presentation

The accompanying unaudited consolidated financial statements, and notes thereto (the “statements”), of FMC Technologies, Inc. and its consolidated subsidiaries (“FMC Technologies”) have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission. As permitted under those rules, certain footnotes or other financial information that are normally required by United States generally accepted accounting principles can be condensed or omitted. Therefore, these statements should be read in conjunction with the audited consolidated financial statements, and notes thereto, which are included in our Annual Report on Form 10-K for the year ended December 31, 2005.

In the opinion of management, the statements reflect all adjustments (consisting of normal recurring adjustments) necessary for a fair presentation of our financial condition and operating results as of and for the periods presented. Revenue, expenses, assets and liabilities can vary during each quarter of the year. Therefore, the results and trends in these statements may not be representative of those for the full year. Certain reclassifications have been made to prior period amounts to conform to the current period’s presentation.

Note 2: Earnings Per Share (“EPS”)

The following schedule is a reconciliation of the basic and diluted EPS computations:

(In millions, except per share data)	Three Months Ended	
	March 31,	
	2006	2005
<u>Basic earnings per share:</u>		
Net income	\$ 47.0	\$ 0.0
Weighted average number of shares outstanding	68.7	69.1
Basic earnings per share	\$ 0.68	\$ 0.00
<u>Diluted earnings per share:</u>		
Net income	\$ 47.0	\$ 0.0
Weighted average number of shares outstanding	68.7	69.1
Effect of dilutive securities:		
Options on common stock	1.0	—
Restricted stock	0.7	—
Total shares and diluted securities	70.4	69.1
Diluted earnings per share	\$ 0.67	\$ 0.00

For the three months ended March 31, 2005, 1.7 million shares of stock were excluded from the computation of diluted shares outstanding as we had no earnings from continuing operations and therefore the shares would have had an anti-dilutive effect.

There were no dividends declared during the three-months ended March 31, 2006 or 2005.

Note 3: Inventories

Inventories consisted of the following:

(In millions)	March 31, 2006	December 31, 2005
Raw materials	\$ 157.4	\$ 135.4
Work in process	161.6	125.5
Finished goods	364.5	334.4
Gross inventories before LIFO reserves and valuation adjustments	683.5	595.3
LIFO reserves and valuation adjustments	(156.7)	(145.9)
Net inventories	<u>\$ 526.8</u>	<u>\$ 449.4</u>

In November 2004, the Financial Accounting Standards Board issued Statement of Financial Accounting Standard ("SFAS") No. 151, "Inventory Costs, an amendment of ARB No. 43, Chapter 4." SFAS No. 151 amends Accounting Research Bulletin No. 43, Chapter 4, to clarify that abnormal amounts of idle facility expense, freight, handling costs and wasted materials (spoilage) should be recognized as current period charges. In addition, SFAS No. 151 requires that allocation of fixed production overhead to inventory be based on the normal capacity of the production facilities. SFAS No. 151 is effective for inventory costs incurred during fiscal years beginning after June 15, 2005. We adopted SFAS No. 151 as of January 1, 2006, and the adoption did not have a material effect on our results of operations, financial position or cash flows.

Note 4: Derivative Financial Instruments

The consolidated balance sheets include the following amounts representing the fair value of derivative instruments:

(In millions)	March 31, 2006	December 31, 2005
Other current assets	\$ 20.6	\$ 15.0
Other assets	\$ 5.1	\$ 6.6
Other current liabilities	\$ 11.9	\$ 14.6
Other liabilities	<u>\$ 4.0</u>	<u>\$ 7.9</u>

At March 31, 2006, the net fair value of derivative instruments held on the balance sheet was \$9.8 million. Cash flow hedges accounted for \$7.3 million in net assets, while other derivative instruments accounted for an additional \$2.5 million in net assets. The mark-to-market changes in cash flow hedges are deferred until the underlying hedged transactions are executed and are included in other comprehensive income (loss) on the consolidated balance sheet. Net deferred gains, net of income tax, totaled \$8.1 million and \$4.2 million at March 31, 2006 and December 31, 2005, respectively. Mark-to-market changes of all other derivative instruments are recorded in cost of sales on the consolidated statements of income and offset the mark-to-market changes of the underlying exposures.

There was no material hedge ineffectiveness related to outstanding cash flow hedges recorded in earnings during the three-months ended March 31, 2006 or 2005.

Note 5: Warranty Obligations

We offer warranties of various lengths and terms to certain of our customers based on standard offerings and negotiated agreements. We provide for the estimated cost of warranties at the time revenue is recognized and when additional specific obligations are identified. The obligation reflected in the consolidated balance sheets is based on historical experience by product and considers failure rates and the related costs incurred in correcting a product failure. Warranty cost and accrual information is as follows:

(In millions)	Three Months Ended	
	March 31,	
	2006	2005
Balance at beginning of period	\$ 19.1	\$ 12.7
Expense for new warranties	3.5	3.3
Adjustments to existing accruals	(0.1)	0.1
Claims paid	(3.7)	(3.4)
Balance at end of period	<u>\$ 18.8</u>	<u>\$ 12.7</u>

Note 6: Pension and Other Postretirement Benefits

The components of net periodic benefit cost were as follows:

(In millions)	Pension Benefits	
	Three Months Ended	
	March 31,	
	2006	2005
Service cost	\$ 7.9	\$ 6.5
Interest cost	10.2	9.3
Expected return on plan assets	(12.9)	(11.5)
Amortization of transition asset	(0.1)	(0.1)
Amortization of prior service cost	0.2	0.2
Amortization of actuarial losses, net	2.2	1.6
Net periodic benefit cost	<u>\$ 7.5</u>	<u>\$ 6.0</u>

(In millions)	Other Postretirement Benefits	
	Three Months Ended	
	March 31,	
	2006	2005
Service cost	\$ 0.1	\$ 0.2
Interest cost	0.4	0.6
Amortization of prior service benefit	(0.7)	(0.4)
Net periodic benefit cost	<u>\$ (0.2)</u>	<u>\$ 0.4</u>

Note 7: Stock-Based Compensation

On October 1, 2005, we adopted the provisions of SFAS No. 123R, "Share-Based Payment," which modified the recognition of share-based compensation by (i) incorporating an estimate of forfeitures in the calculation of current expense and (ii) adjusting the recognition period for new awards that accelerate vesting upon retirement to reflect the lesser of the stated vesting period or the period until the employee becomes retirement eligible. As we accounted for our stock-based compensation under the fair value provisions of SFAS No. 123, "Accounting for Stock-Based Compensation", the adoption of SFAS No. 123R did not have a significant impact on our financial position or results of operations.

We sponsor a share based compensation plan and have granted awards primarily in the form of stock options and nonvested stock awards (also known as restricted stock in the plan document). We recognize compensation expense for awards under the plan and the corresponding income tax benefits related to the expense. The recorded amounts for the three months ended March 31, 2006 and 2005 are as follows:

(In millions)	<u>2006</u>	<u>2005</u>
Stock options	\$ 0.3	\$ 1.0
Restricted stock	3.7	2.4
Other	0.4	0.1
Total stock-based compensation expense	<u>\$ 4.4</u>	<u>\$ 3.5</u>
Income tax benefits related to stock-based compensation expense	<u>\$ 1.7</u>	<u>\$ 1.4</u>

In the three months ended March 31, 2006 and 2005, we granted the following restricted share awards to employees:

(Number of shares in thousands)	<u>2006</u>	Weighted- average grant date fair value	<u>2005</u>	Weighted- average grant date fair value
	Shares		Shares	
Time-based	352		512	
Performance-based	94*		—	
Market-based	47*		—	
Outstanding at March 31	<u>493</u>	\$ 47.78	<u>512</u>	\$ 33.46

* Assumes maximum payout

Historically, we have granted our employees time-based restricted share awards that cliff vest three or four years from the grant date. The fair value of these time-based awards is determined using the market value of our common stock on the grant date. Compensation cost is recognized over the lesser of the stated vested period or the period until the employee reaches age 62, the retirement eligible age under the plan.

In 2006, we also granted restricted share awards with performance or market conditions. The vesting period for these awards is three years from the grant date.

For current year performance-based awards, actual payouts may vary from zero to 93,804 shares and will be dependent upon our performance relative to a peer group of companies with respect to EBITDA growth and return on investment for the year ending December 31, 2006. Compensation cost is measured based on the current expected outcome of the performance conditions and may be adjusted until the performance period ends.

For current year market-based awards, actual payouts may vary from zero to 46,902 shares, contingent upon our performance relative to the same peer group of companies with respect to total shareholder return for the year ending December 31, 2006. Compensation cost for these awards is calculated using the grant date fair market value, as estimated using Monte Carlo simulation, and is not subject to change based on future events.

There were no options granted in the three months ended March 31, 2006 or 2005.

Note 8: Stockholders' Equity

We have been authorized by our Board of Directors to repurchase up to seven million shares of our issued and outstanding common stock. We repurchased 729,800 shares for \$35.2 million and 170,700 shares for \$5.7 million in the first quarters of 2006 and 2005, respectively. As of March 31, 2006, we have purchased 2,480,656 shares for \$99.1 million under the buyback program. We intend to hold repurchased shares in treasury for general corporate purposes, including issuances under our employee stock plans. During the three months ended March 31, 2006, we reissued 206,026 shares in connection with our incentive compensation plan. The treasury shares are accounted for using the cost method.

Comprehensive income (loss) consisted of the following:

(In millions)	Three Months Ended	
	March 31,	
	2006	2005
Net income	\$ 47.0	\$ 0.0
Foreign currency translation adjustments	10.3	(19.2)
Net deferral of hedging gains (losses), net of tax	3.9	(0.8)
Unrealized loss on available-for-sale investment, net of tax	—	(0.5)
Minimum pension liability adjustments, net of tax	—	0.8
Comprehensive income (loss)	<u>\$ 61.2</u>	<u>\$ (19.7)</u>

As of March 31, 2005, the available-for-sale investment was reflected in investments on the consolidated balance sheet at its fair market value of \$58.4 million. This investment was sold during September 2005. For the three months ended March 31, 2005, we did not sell any equity securities included in this investment, and thus there were no realized gains or losses included in net income for the period. The cost of the investment was \$49.1 million at March 31, 2005.

Accumulated other comprehensive loss consisted of the following:

(In millions)	March 31,	December 31,
	2006	2005
Cumulative foreign currency translation adjustments	\$ (75.3)	\$ (85.6)
Cumulative deferral of hedging gains, net of tax	8.1	4.2
Cumulative minimum pension liability adjustments, net of tax	(27.1)	(27.1)
Accumulated other comprehensive loss	<u>\$ (94.3)</u>	<u>\$ (108.5)</u>

During the three months ended March 31, 2006, 0.6 million shares were issued in connection with stock option exercises. In the year ended December 31, 2005, 1.2 million shares were issued for stock option exercises and restricted stock issuances.

Note 9: Commitments and Contingent Liabilities

In the ordinary course of business with customers, vendors and others, we issue standby letters of credit, performance bonds, surety bonds and other guarantees. The majority of these financial instruments represent guarantees of our future performance. Management does not expect these financial instruments to result in losses, if any, which would have a material adverse effect on our consolidated financial position or results of operations.

We, along with FMC Corporation, our former parent, are named defendants in a number of multi-defendant, multi-plaintiff tort lawsuits. Under the Separation and Distribution Agreement entered into between FMC Corporation and us during the spin-off of FMC Technologies from FMC Corporation in 2001, FMC Corporation is required to indemnify us for certain claims made prior to the spin-off, as well as for other claims related to discontinued operations. We expect that FMC Corporation will bear responsibility for the majority of these claims. Certain claims have been asserted subsequent to the spin-off. While the ultimate responsibility for certain of these claims cannot yet be determined due to lack of identification of the products or premises involved, we also expect that FMC Corporation will bear responsibility for a majority of these claims.

In February 2003, we initiated court action in the Judicial District Court in Harris County, Texas, against ABB Lummus Global, Inc. ("ABB"), seeking recovery of scheduled payments owed and compensatory, punitive and other damages. Our court action also names ABB's joint venture as a party; therefore, the other joint venture member, Heerema Zwijsrecht B.V., shares joint and several liability with ABB for the obligations of the joint venture. In 2004, this matter was removed to federal court pursuant to a motion by ABB. In January 2006, the United States District Court for the Southern District of Texas dismissed the claim providing that court with subject matter jurisdiction and remanded the matter to state court. A state court trial date has not yet been established. In April 2006, ABB filed a voluntary pre-packaged plan of reorganization under Chapter 11 of the United States Bankruptcy Code, as amended, to resolve asbestos liability claims. This petition does not seek protection against claims outside of asbestos liability, and would accordingly not encompass the claims arising from the litigation we are pursuing against ABB and the joint venture. This limited bankruptcy petition does not affect our assessment of collectibility of the outstanding claims we have asserted and it has no detrimental impact on the court proceedings we have initiated.

While the results of litigation cannot be predicted with certainty, management believes that the most probable, ultimate resolution of these matters will not have a material adverse effect on our consolidated financial position or results of operations.

Sonatrach Project

FMC Technologies Floating Systems, Inc., a subsidiary of FMC Technologies, entered into a \$252 million contract to supply an offshore oil loading system to Sonatrach-TRC, the Algerian Oil and Gas Company ("Sonatrach") in 2002. During 2004 and 2005, we incurred incremental costs in executing the project caused by delays from adverse weather conditions and customer actions as well as problems testing and installing the offshore pipelines and onshore equipment. As a result, we recorded charges of \$54.9 million and \$21.4 million in 2005 and 2004, respectively.

In February 2006, we completed final testing of the installed equipment and received customer acceptance in accordance with the contract. Under the terms of the contract, Sonatrach is eligible to invoke penalties for late delivery. The customer acceptance date was beyond the date at which the maximum late penalties could be assessed. The penalties can total a maximum of 10% of the contract value or \$25.2 million (\$0.22 reduction in diluted earnings per share if the maximum penalty were to be recorded). Sonatrach has reserved its rights to assess the late penalties. However, we believe that we have contractual defenses against Sonatrach based on force majeure weather conditions, customer required work stoppages and other customer caused delays. Consequently, we do not believe that the possible assessment of late penalties will have a material effect on our results of operations or cash flows.

Furthermore, we are currently pursuing claims against Sonatrach related to our costs incurred due to customer work stoppages, work required beyond the contract scope and other customer caused delays. We have not recognized the value of any potential claims in these financial statements. No assurances can be provided regarding the timing of the resolution of these claims or that they will be on terms favorable to us. Should we be unable to reach resolution with Sonatrach, the contract requires that disputes be resolved through arbitration before an international tribunal in Paris, France under International Chamber of Commerce rules.

We are subject to a warranty period related to the contract through February 2007. Sonatrach may draw up to \$12.6 million on an unconditional letter of credit for warranty claims that we established with one of our lenders in conjunction with the contract. While it is possible that Sonatrach may draw on the letter of credit, we are not aware of any significant warranty issues and accordingly have made no provisions to establish a warranty reserve for this contract.

Note 10: Business Segment Information

Segment revenue and segment operating profit (loss)

(In millions)	Three Months Ended	
	March 31,	
	2006	2005
Revenue		
Energy Production Systems	\$ 527.7	\$ 397.8
Energy Processing Systems	152.3	110.3
Intercompany eliminations	(0.1)	(1.0)
Subtotal Energy Systems	679.9	507.1
FoodTech	123.3	111.9
Airport Systems	68.2	64.7
Intercompany eliminations	(2.1)	(2.1)
Total revenue	<u>\$ 869.3</u>	<u>\$ 681.6</u>
Income (loss) before income taxes		
<u>Segment operating profit (loss):</u>		
Energy Production Systems	\$ 53.9	\$ (1.2)
Energy Processing Systems	23.3	7.0
Subtotal Energy Systems	77.2	5.8
FoodTech	6.8	3.4
Airport Systems	2.5	4.1
Total segment operating profit	86.5	13.3
<u>Corporate items:</u>		
Corporate expense ⁽¹⁾	(6.8)	(7.6)
Other expense, net ⁽²⁾	(4.6)	(7.1)
Net interest expense	(1.5)	(1.2)
Total corporate items	(12.9)	(15.9)
Income (loss) before income taxes	73.6	(2.6)
(Provision) benefit for income taxes	(26.6)	2.6
Net income	<u>\$ 47.0</u>	<u>\$ 0.0</u>

⁽¹⁾ Corporate expense primarily includes corporate staff expenses.

⁽²⁾ Other expense, net, includes expenses and income of corporate administration and generally includes stock-based compensation, other employee benefits, LIFO adjustments, and the impact of unusual or strategic transactions not representative of segment operations.

Segment operating capital employed

(In millions)	March 31, 2006	December 31, 2005
Segment operating capital employed⁽¹⁾:		
Energy Production Systems	\$ 544.9	\$ 453.5
Energy Processing Systems	<u>208.5</u>	<u>193.5</u>
Subtotal Energy Systems	753.4	647.0
FoodTech	155.3	166.8
Airport Systems	<u>99.6</u>	<u>85.7</u>
Total segment operating capital employed	1,008.3	899.5
Segment liabilities included in total segment operating capital employed ⁽²⁾	1,021.7	987.9
Corporate ⁽³⁾	<u>150.7</u>	<u>208.2</u>
Total assets	<u>\$ 2,180.7</u>	<u>\$ 2,095.6</u>

⁽¹⁾ FMC Technologies' management views segment operating capital employed, which consists of assets, net of its liabilities, as the primary measure of segment capital. Segment operating capital employed excludes debt, pension liabilities, income taxes and LIFO reserves.

⁽²⁾ Segment liabilities included in total segment operating capital employed consist of trade and other accounts payable, advance payments and progress billings, accrued payroll and other liabilities.

⁽³⁾ Corporate includes cash, LIFO inventory reserves, deferred income tax balances, property, plant and equipment not associated with a specific segment and the fair value of derivatives.

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

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Statement under the safe harbor provisions of the Private Securities Litigation Reform Act of 1995: FMC Technologies, Inc. and its representatives may from time to time make written or oral statements that are "forward-looking" and provide information that is not historical in nature, including statements that are or will be contained in this report, the notes to our consolidated financial statements, our other filings with the Securities and Exchange Commission, our press releases and conference call presentations and our other communications to our stockholders. These statements involve known and unknown risks, uncertainties and other factors that may be outside of our control and may cause actual results to differ materially from any results, levels of activity, performance or achievements expressed or implied by any forward-looking statement. These factors include, among other things, those described under Risk Factors in Item 1A of the Company's 2005 Annual Report on Form 10-K, filed with the Securities and Exchange Commission on February 24, 2006.

In some cases, forward-looking statements can be identified 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 and phrases. Such forward-looking statements are based on our current views and assumptions regarding future events, future business conditions and our outlook based on currently available information. We wish to caution you not to place undue reliance on any such forward-looking statements, which speak only as of the date made and involve judgments.

CONSOLIDATED RESULTS OF OPERATIONS THREE MONTHS ENDED MARCH 31, 2006 AND 2005

(In millions, except %)	Three Months Ended March 31,		Change	
	2006	2005	\$	%
Revenue	\$ 869.3	\$ 681.6	\$ 187.7	27.5%
Costs and expenses:				
Cost of sales	683.8	583.0	100.8	17.3
Selling, general and administrative expense	97.7	88.6	9.1	10.3
Research and development expense	12.1	13.3	(1.2)	(9.0)
Total costs and expenses	793.6	684.9	108.7	15.9
Net gain on disposal of assets	0.2	2.7	(2.5)	(92.6)
Minority interests	(0.8)	(0.8)	-	-
Net interest expense	(1.5)	(1.2)	(0.3)	25.0
Income (loss) before income taxes	\$ 73.6	\$ (2.6)	\$ 76.2	> 100.0
Provision (benefit) for income taxes	26.6	(2.6)	(29.2)	> 100.0
Net income	\$ 47.0	\$ 0.0	\$ 47.0	> 100.0%

Our total revenue for the first quarter of 2006 reflects growth in all business segments compared to the same period in 2005. Our Energy Production Systems businesses provided \$129.9 million of the \$187.7 million increase. We benefited from the high demand for equipment and systems used in the major oil and gas producing regions throughout the world, especially in subsea systems. High oil and gas prices and rising rig count continue to drive high demand for our Energy Processing Systems businesses providing \$42.0 million in incremental revenue compared to 2005. Absent the impact of changes in rates used to translate foreign currency revenue, the total dollar growth in consolidated revenue would have been \$23.9 million higher in first quarter 2006.

Cost of sales totaled 78.7% of sales, down from 85.5% in 2005, resulting in incremental gross profit of \$86.9 million in first quarter 2006 compared to 2005. In 2005, we recorded a \$27.0 million loss provision on a long-term contract which was the primary driver of the higher cost of sales in 2005. Higher volumes generated approximately \$41.0 million in incremental profits, particularly in our Energy Production Systems businesses. We had approximately \$19.0 million in incremental profits resulting from margin improvement, particularly in our Energy Processing Systems businesses. See the segment results discussion in the section entitled "Operating Results of Business Segments" for further detail. Absent the impact of changes

in rates used to translate foreign currency cost of sales, the total dollar increase in cost of sales would have been \$19.6 million higher in first quarter 2006.

Selling, general and administrative expense for the first quarter of 2006 increased compared to the same period in 2005, but declined as a percentage of sales from 13.0% in 2005 to 11.2% in 2006. Higher costs in our Energy Production Systems business were primarily responsible for the dollar increase, the result of increased headcount required to support growth in this business segment. Absent the impact of changes in rates used to translate foreign currency expenses, the total dollar increase in selling, general and administrative expense would have been \$1.7 million higher in first quarter 2006.

Net interest expense for the first quarter of 2006 was higher compared to the same period in 2005, primarily as a result of higher average debt levels.

Our income tax provision for first quarter 2006 reflects an effective tax rate of 36.1%. The income tax benefit for the three months ended March 31, 2005 was \$2.6 million on loss before income taxes of \$2.6 million. The difference between the effective tax rate and the statutory U.S. federal income tax rate related primarily to differing foreign and state tax rates. We anticipate our full year effective tax rate will be approximately 31.0%, a reduction from our first quarter 2006 effective tax rate which includes higher international tax expense resulting from foreign currency exchange gains.

Outlook

We estimate that our full-year 2006 diluted earnings per share will be within the range of \$2.60 to \$2.80. The section entitled "Operating Results of Business Segments" provides further discussion of our 2006 outlook.

OPERATING RESULTS OF BUSINESS SEGMENTS THREE MONTHS ENDED MARCH 31, 2006 AND 2005

(In millions, except %)	Three Months Ended March 31,		Favorable/(Unfavorable)	
	2006	2005	\$	%
Revenue				
Energy Production Systems	\$ 527.7	\$ 397.8	\$ 129.9	32.7%
Energy Processing Systems	152.3	110.3	42.0	38.1
Intercompany eliminations	(0.1)	(1.0)	0.9	*
Subtotal Energy Systems	679.9	507.1	172.8	34.1
FoodTech	123.3	111.9	11.4	10.2
Airport Systems	68.2	64.7	3.5	5.4
Intercompany eliminations	(2.1)	(2.1)	-	0.0
Total revenue	<u>\$ 869.3</u>	<u>\$ 681.6</u>	<u>\$ 187.7</u>	<u>27.5%</u>
Segment Operating Profit (Loss)				
Energy Production Systems	\$ 53.9	\$ (1.2)	\$ 55.1	> 100.0%
Energy Processing Systems	23.3	7.0	16.3	> 100.0
Subtotal Energy Systems	77.2	5.8	71.4	> 100.0
FoodTech	6.8	3.4	3.4	100.0
Airport Systems	2.5	4.1	(1.6)	(39.0)
Total segment operating profit	86.5	13.3	73.2	> 100.0
Corporate items:				
Corporate expense	(6.8)	(7.6)	0.8	10.5
Other expense, net	(4.6)	(7.1)	2.5	35.2
Net interest expense	(1.5)	(1.2)	(0.3)	(25.0)
Total corporate items	(12.9)	(15.9)	3.0	18.9
Income (loss) before income taxes	73.6	(2.6)	76.2	> 100.0
(Provision) benefit for income taxes	(26.6)	2.6	(29.2)	> (100.0)
Net income	<u>\$ 47.0</u>	<u>\$ 0.0</u>	<u>\$ 47.0</u>	<u>100.0%</u>

* Not meaningful

Segment operating profit (loss) is defined as total segment revenue less segment operating expenses. The following items have been excluded in computing segment operating profit (loss): corporate staff expense, interest income and expense associated with corporate investments and debt facilities, income taxes and other expense, net.

Energy Production Systems

Energy Production Systems' revenue was \$129.9 million higher in the first quarter of 2006 compared to the same period in 2005. Segment revenue is affected by trends in land and offshore oil and gas exploration and production, including shallow and deepwater development. Subsea systems revenue of \$366.0 million increased 25% and surface systems revenue also contributed a significant increase in revenue compared to 2005. Subsea systems higher volumes reflect progress on new and ongoing projects located in the North Sea, offshore West Africa, in the Gulf of Mexico and offshore Brazil. Surface wellhead demand has continued consistent with the trend of higher oil and gas prices and high rig activity over the last twelve months. The translation of foreign currency revenue negatively affected the total dollar growth of \$129.9 million by \$17.3 million, predominantly within subsea system revenue.

Energy Production Systems generated operating profit of \$53.9 million in the first quarter of 2006 compared to an operating loss of \$1.2 million in the same period in 2005. The difference is primarily comprised of the non-recurrence of a loss provision on the Sonatrach contract (\$27.0 million), an increase in operating margins (\$17.1 million), and an increase in volume (\$11.0 million). Most of the operating margin increase is driven by our subsea business, where margins have been increasing over the last several quarters. Profit margins in Energy Production Systems can fluctuate based upon the mix of projects, considering the geographic location and complexity of the projects in process, and our mix in the first quarter 2006 was favorable relative to the same period in the prior year. Additionally, Energy Production Systems benefited from the approval of a change order associated with a nearly complete project. This change order provided \$3.5 million in both revenue and operating profit in first quarter 2006, as the related costs had been recognized in prior periods. The impact of foreign currency translation on the segment operating profit was minimal as the unfavorable effect on revenue was offset by similar decreases in expenses.

For 2006, we are expecting another year of growth in operating profit in our Energy Production Systems business. Our continued expectation of growth is based on our strong backlog of orders and forecasts of favorable market conditions, including the benefit from continued high oil and gas prices and increased rig activity worldwide.

Energy Processing Systems

Energy Processing Systems' revenue was \$42.0 million higher in the first quarter of 2006 compared to the same period in 2005. High oil and gas prices as well as the continuing strength in land-based drilling activity present over the last twelve months has driven a high demand for fluid control products, which are sold primarily to service companies. This demand highlights a fluid control revenue increase of \$16.8 million compared to 2005. Additionally, incremental revenue from material handling systems (\$7.9 million), loading systems (\$9.1 million), and measurement systems (\$8.1 million) over the first quarter of 2005 reflects the execution of backlog from significant growth in orders during the last several months of 2005.

Energy Processing Systems' operating profit in the first quarter of 2006 increased by \$16.3 million compared to the same period in 2005. Most of the incremental earnings resulted from the continued high demand for WECO®/Chiksan® and other fluid control products. Re-engineering activities in our loading systems business in 2005 have resulted in incremental earnings of approximately \$2 million compared to first quarter 2005. Operating profit for first quarter 2006 does not include comparable restructuring costs of \$2.1 million from first quarter 2005.

In 2006, we expect Energy Processing Systems to deliver overall growth in operating profit over 2005. Energy Processing Systems ended the first quarter with a strong backlog, and we expect the oil and gas prices, and healthy U.S. economic factors will contribute to high demand for the remainder of 2006.

FoodTech

FoodTech's revenue increased by \$11.4 million in the first quarter of 2006 compared with the same period in 2005. Higher volumes of freezing and cooking equipment, reflective of high demand from poultry processors particularly in North America, and higher volumes of food processing equipment sales were equally responsible for the increase. Absent the impact of changes in rates used to translate foreign currency revenue, total dollar growth for first quarter 2006 would have been \$14 million.

FoodTech's operating profit increased by more than \$3 million in the first quarter of 2006 compared to the same period in 2005. Higher sales volumes were the largest factor driving the increased profit which included approximately \$0.9 million in

costs from restructuring activities. The impact of foreign currency translation on the segment operating profit was minimal as the unfavorable effect on revenue was offset by similar decreases in expenses.

We expect FoodTech operating profit for full-year 2006 to increase compared with 2005 results. We anticipate an increase in profitability from food processing, cooking, and freezing equipment, primarily from increasing demand from protein markets. Hurricane Wilma had a detrimental impact on the Florida citrus crop. Production of the crop generally occurs during the first and second quarters of the year. While an overall reduction in citrus production is anticipated for 2006, we believe there was a higher volume of citrus production in the first quarter 2006 than will be realized in second quarter 2006. This will likely result in lower FoodTech second quarter operating profit than realized in 2005.

Airport Systems

Airport Systems' revenue was \$3.5 million higher in the first quarter of 2006 compared with the same period in 2005. Most product lines revenue results were consistent with first quarter 2005 with the exception of our airport services business which experienced higher revenue due to increased volume at new and existing U.S. airport customers.

Airport Systems' operating profit in the first quarter of 2006 decreased compared with the same period in 2005, primarily reflecting the absence of a \$2.7 million gain recorded in 2005 from a land sale. Higher operating profit, mainly from increased revenue in the Airport Services business, partially offset the absence of the land sale gain.

We are projecting 2006 operating profit for Airport Systems to be consistent with 2005 results. The airline industry continues to experience high jet fuel and labor costs, constraining capital spending. These factors create pricing pressures and demand constraints in our industry which may inhibit our ability to maintain or grow our profits.

Corporate Items

Our corporate items reduced earnings by \$12.9 million in 2006 compared to \$15.9 million in 2005. The reduction in expense in 2006 includes \$1.8 million in reduced foreign currency exchange losses. Additionally, we experienced favorable health insurance costs from our self-insured plans of \$1.1 million compared to first quarter 2005.

Our corporate items generally comprise corporate staff expense, stock-based compensation, other employee benefits, LIFO inventory adjustments and net interest expense. We anticipate higher stock-based compensation in the next three quarters of 2006 relative to the comparable prior year period. Our full-year corporate items are expected to be consistent with 2005 results.

Inbound Orders and Order Backlog

Inbound orders represent the estimated sales value of confirmed customer orders received during the reporting period.

(In millions)	Inbound Orders	
	Three Months Ended March 31,	
	2006	2005
Energy Production Systems	\$ 682.9	\$ 308.6
Energy Processing Systems	151.0	129.4
Intercompany eliminations	—	(0.4)
Subtotal Energy Systems	833.9	437.6
FoodTech	157.5	134.5
Airport Systems	104.0	56.5
Intercompany eliminations	(1.5)	(3.2)
Total inbound orders	<u>\$1,093.9</u>	<u>\$ 625.4</u>

Order backlog is calculated as the estimated sales value of unfilled, confirmed customer orders at the reporting date.

(In millions)	Order Backlog		
	March 31, 2006	December 31, 2005	March 31, 2005
Energy Production Systems	\$ 1,651.7	\$ 1,496.5	\$ 1,133.4
Energy Processing Systems	213.5	214.9	123.9
Intercompany eliminations	(0.2)	(0.4)	(0.3)
Subtotal Energy Systems	1,865.0	1,711.0	1,257.0
FoodTech	164.3	130.1	165.3
Airport Systems	129.6	93.8	111.6
Intercompany eliminations	(0.8)	(1.4)	(3.0)
Total order backlog	<u>\$ 2,158.1</u>	<u>\$ 1,933.5</u>	<u>\$ 1,530.9</u>

The portion of total backlog at March 31, 2006 that we project will be recorded as revenue after fiscal year 2006 is approximately \$441 million.

Energy Production Systems' order backlog at March 31, 2006 increased relative to both December 31, 2005 and March 31, 2005, primarily as a result of orders for subsea systems and the timing of project execution. Subsea order backlog at March 31, 2006 included subsea projects associated with all of the major offshore oil and gas producing regions, such as Chevron's Agbami project offshore Nigeria and Statoil's Tyrihans project in the North Sea. Surface wellhead backlog also experienced an increase in backlog compared to March 31, 2005, reflecting stronger market conditions related to the upward trend in oil and gas prices.

Energy Processing Systems' order backlog at March 31, 2006 held at 2005 year-end levels, as new orders in the first quarter matched the revenue recognized in the period. Since March 31, 2005, order backlog has increased because of higher orders in our fluid control and loading product lines. Expansion in land-based drilling activities has contributed to the growth in orders, especially for our fluid control products. Additionally, order backlog at March 31, 2006 contains approximately \$30 million related to an order received in December 2005 for bulk material handling systems related to power generation.

FoodTech's order backlog at March 31, 2006 increased relative to December 31, 2005, primarily attributable to higher order backlog for freezing and cooking equipment resulting from several large orders from international poultry processors. When compared with March 31, 2005, order backlog at March 31, 2006 was flat reflecting growth in the freezing and cooking equipment backlog offset by declines related to canning equipment.

Airport Systems' order backlog at March 31, 2006 increased by 38% compared with December 31, 2005. Orders grew by 22% on a sequential basis with increases for ground support equipment from freight handlers and international airlines and Jetway® passenger boarding bridges from international airports. The increase in order backlog relative to March 31, 2005 is primarily attributable to higher orders for passenger boarding bridges.

LIQUIDITY AND CAPITAL RESOURCES

We generate our capital resources primarily through operations, and when needed, through various credit facilities.

Our net debt at March 31, 2006 and December 31, 2005, was \$158.0 million and \$103.0 million, respectively. Net debt is a non-GAAP measure reflecting debt, net of cash. The following table provides details of the balance sheet classifications included in net debt.

(In millions)	March 31, 2006	December 31, 2005
Cash and cash equivalents	\$ 106.7	\$ 152.9
Short-term debt and current portion of long-term debt	(4.5)	(3.3)
Long-term debt, less current portion	(260.2)	(252.6)
Net debt	<u>\$ (158.0)</u>	<u>\$ (103.0)</u>

The increase in net debt was primarily due to the repurchase of our common stock and the increase in capital expenditures to support capacity expansion, particularly in our Energy Production Systems segment.

Cash Flows

Cash required by operating activities of continuing operations was \$11.7 million and \$51.3 million for the three months ended March 31, 2006 and 2005, respectively. Our working capital balances can vary significantly quarter to quarter depending on the payment terms and timing of delivery on key contracts.

Cash required by investing activities was \$26.5 million and \$6.6 million for the three months ended March 31, 2006 and 2005, respectively. The increase in cash required by investing activities reflects continued investment in production facilities, principally for Energy Production Systems.

Cash required by financing activities was \$8.2 million compared with cash provided of \$8.6 million for the three months ended March 31, 2006 and 2005, respectively. Our significant financing activities included cash outflows of \$35.2 million for the repurchase of outstanding common stock during the first quarter of 2006.

Debt and Liquidity

The following is a summary of our credit facilities at March 31, 2006:

(In millions) Description	Commitment amount	Debt outstanding	Commercial paper outstanding (a)	Letters of credit (b)	Unused capacity	Maturity
Five-year revolving credit facility	\$ 250.0	\$ —	\$ —	\$16.1	\$233.9	November 2010
Five-year revolving credit facility	370.0	240.0	—	—	130.0	November 2010
Three-year revolving credit facility	17.1	10.2	—	—	6.9	December 2008
	<u>\$ 637.1</u>	<u>\$ 250.2</u>	<u>\$ —</u>	<u>\$16.1</u>	<u>\$370.8</u>	

(a) Our available capacity under our \$250 million five-year revolving credit facility is reduced by any outstanding commercial paper.

(b) The \$250 million five-year revolving credit facility allows us to obtain a total of \$150.0 million in standby letters of credit. Our available capacity is reduced by any outstanding letters of credit associated with this facility.

Subsequent to March 31, 2006, we renegotiated the terms of our \$370 million five-year revolving credit facility to allow for continuance of the facility as a revolving line of credit or, at our discretion and with notice to the lenders, to convert the outstanding balance to a term loan. Upon conversion, unused capacity, if any at the time of conversion, would be forfeited. We do not currently have intentions to convert this facility into a term loan.

Under the commercial paper program, and subject to available capacity under our \$250 million committed revolving credit facility, we have the ability to access up to \$250.0 million of short-term financing through our commercial paper dealers.

Outlook

For 2006, we estimate capital expenditures will be approximately \$100 million.

We plan to meet our cash requirements in 2006 with cash generated from operations and availability under our credit agreements.

CRITICAL ACCOUNTING ESTIMATES

Refer to our Annual Report on Form 10-K for the year ended December 31, 2005 for a discussion of our critical accounting estimates. During the three months ended March 31, 2006, there were no material changes in our judgments and assumptions associated with the development of our critical accounting estimates.

RECENTLY ISSUED ACCOUNTING STANDARDS

In November 2005, the Financial Accounting Standards Board issued Staff Position FAS 123R-3, "Transition Election Related to Accounting for the Tax Effects of Share Based Payment Awards," which allowed a one-time election to adopt one of two acceptable methodologies for calculating the initial additional paid in capital ("APIC") pool. We have until

September 30, 2006 to make our election. In subsequent periods, the APIC pool will be increased by tax benefits from stock-based compensation and decreased by tax losses caused when the recorded stock-based compensation for book purposes exceeds the allowable tax deduction. We are evaluating the two options for computing the initial APIC pool and will make an election for the transition method in 2006.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There have been no material changes in reported market risks from the information reported in our Annual Report on Form 10-K for the year ended December 31, 2005.

ITEM 4. CONTROLS AND PROCEDURES

Under the direction of our principal executive officer and principal financial officer, we have evaluated the effectiveness of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) as of the end of the period covered by this report and have concluded that our disclosure controls and procedures were effective. During the quarter ended March 31, 2006, there were no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting. There have been no other significant changes in internal controls or in other factors that could significantly affect internal controls over financial reporting subsequent to the evaluation date.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors
FMC Technologies, Inc.:

We have reviewed the accompanying consolidated balance sheet of FMC Technologies, Inc. and consolidated subsidiaries as of March 31, 2006, and the related consolidated statements of income and cash flows for the three-month periods ended March 31, 2006 and 2005. These consolidated financial statements are the responsibility of the Company's management.

We conducted our reviews in accordance with the standards of the Public Company Accounting Oversight Board (United States). A review of interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the Public Company Accounting Oversight Board (United States), 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 financial statements referred to above for them to be in conformity with U.S. generally accepted accounting principles.

We have previously audited, in accordance with standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheet of FMC Technologies, Inc. and consolidated subsidiaries as of December 31, 2005, and the related consolidated statements of income, cash flows and changes in stockholders' equity for the year then ended (not presented herein); and in our report dated February 24, 2006, we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying consolidated balance sheet as of December 31, 2005, is fairly stated, in all material respects, in relation to the consolidated balance sheet from which it has been derived.

/s/ KPMG LLP

Chicago, Illinois
May 9, 2006

PART II—OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

In February 2003, we initiated court action in the Judicial District Court in Harris County, Texas, against ABB Lummus Global, Inc. (“ABB”), seeking recovery of scheduled payments owed and compensatory, punitive and other damages. Our court action also names ABB’s joint venture as a party; therefore, the other joint venture member, Heerema Zwijsrecht B.V., shares joint and several liability with ABB for the obligations of the joint venture. In 2004, this matter was removed to federal court pursuant to a motion by ABB. In January 2006, the United States District Court for the Southern District of Texas dismissed the claim providing that court with subject matter jurisdiction and remanded the matter to state court. A state court trial date has not yet been established. In April 2006, ABB filed a voluntary pre-packaged plan of reorganization under Chapter 11 of the United States Bankruptcy Code, as amended, to resolve asbestos liability claims. This petition does not seek protection against claims outside of asbestos liability, and would accordingly not encompass the claims arising from the litigation we are pursuing against ABB and the joint venture. This limited bankruptcy petition does not affect our assessment of collectibility of the outstanding claims we have asserted and it has no detrimental impact on the court proceedings we have initiated.

ITEM 1A. RISK FACTORS

There have been no material changes in reported risk factors from the information reported in our Annual Report on Form 10-K for the year ended December 31, 2005.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

We had no unregistered sales of equity securities during the three-months ended March 31, 2006. The following table summarizes repurchases of our common stock during the three-months ended March 31, 2006.

ISSUER PURCHASES OF EQUITY SECURITIES

Period	Total Number of Shares Purchased ^(a)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs ^(b)	Maximum Number of Shares that May Yet Be Purchased under the Plans or Programs ^(b)
January 1, 2006 – January 31, 2006	3,800	\$ 47.19	—	249,144
February 1, 2006 – February 28, 2006	46,300	\$ 46.79	37,900	5,211,244
March 1, 2006 – March 31, 2006	703,560	\$ 48.27	691,900	4,519,344
Total	753,660	\$ 48.17	729,800	4,519,344

^(a) Represents 729,800 shares of common stock repurchased and held in treasury and 23,860 shares of common stock purchased and held in an employee benefit trust established for the FMC Technologies, Inc. Non-Qualified Savings and Investment Plan. In addition to these shares purchased on the open market, we sold 24,420 shares of registered common stock held in this trust, as directed by the beneficiaries, during the three months ended March 31, 2006.

^(b) In 2005, we announced a plan to repurchase shares of our outstanding common stock, pursuant to a repurchase program approved by our Board of Directors. Under this program, we were authorized to repurchase up to two million shares of common stock through open market purchases. In February 2006, the Board of Directors approved the repurchase of up to an additional five million shares of common stock.

ITEM 5. OTHER INFORMATION

On May 3, 2006, the Company amended the FMC Technologies, Inc. Incentive Compensation and Stock Plan to change the method of settlement of certain awards to non-employee directors from cash settlement to settlement with shares of the Company's common stock in the event of a change in control, as defined in the plan agreement.

On May 5, 2006, the Company renegotiated the terms of its \$370 million five-year revolving credit facility with DNB Nor Bank ASA, as Administrative Agent for the Lenders party to such agreement. The amendment, which is effective on May 10, 2006, allows for continuance of the facility as a revolving line of credit through the earlier of the current maturity date of November 10, 2010 or, the conversion, at the Company's discretion and with notice to the lenders, of the outstanding balance of the revolving credit facility to a term loan. Upon conversion, unused capacity, if any at the time of conversion, would be forfeited.

ITEM 6. EXHIBITS**(a) Exhibits**

Number in Exhibit Table	Description
10.4.k	Form of Long Term Incentive Performance Share Restricted Stock Agreement Pursuant to the FMC Technologies, Inc. Incentive Compensation and Stock Plan.
10.4.l	Fourth Amendment of the FMC Technologies, Inc. Incentive Compensation and Stock Plan.
10.5	Form of Executive Severance Agreement.
10.14.a	First Amendment to the \$370,000,000 Five-Year Credit Agreement dated November 10, 2005 by and among FMC Technologies, B.V., FMC Technologies, Inc., DNB Nor Bank ASA, as Administrative Agent, and the other lenders party thereto.
15	Letter re: unaudited interim financial information.
31.1	Certification of Chief Executive Officer Pursuant to Rule 13a-14(a).
31.2	Certification of Chief Financial Officer Pursuant to Rule 13a-14(a).
32.1	Certification of Chief Executive Officer Pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Financial Officer Pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

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)

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

Date: May 9, 2006

EXHIBIT INDEX

<u>Number in Exhibit Table</u>	<u>Description</u>
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32.2	Certification of Chief Financial Officer Pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

**LONG TERM INCENTIVE PERFORMANCE SHARE
RESTRICTED STOCK AGREEMENT
PURSUANT TO THE FMC TECHNOLOGIES, INC.
INCENTIVE COMPENSATION AND STOCK PLAN**

This Agreement is made as of the _____ day of _____, 20____ (the "Grant Date") by FMC TECHNOLOGIES, INC., a Delaware corporation, (the "Company") and _____ (the "Employee").

In 2001, the Board of Directors of the Company (the "Board") adopted the FMC Technologies, Inc. Incentive Compensation and Stock Plan (the "Plan"). The Plan, as it may be amended and continued, is incorporated by reference and made a part of this Agreement and will control the rights and obligations of the Company and the Employee under this Agreement. Except as otherwise expressly provided herein, all capitalized terms have the meanings provided in the Plan. To the extent there is a conflict between the Plan and this Agreement, the provisions of the Plan will control.

The Compensation Committee of the Board (the "Committee") determined that it would be to the competitive advantage and interest of the Company and its stockholders to grant an award of restricted stock to the Employee, the amount of which will vary based on the Company's performance, as an inducement to remain in the service of the Company or one of its affiliates (collectively, the "Employer"), and as an incentive for increased efforts during such service.

The Committee, on behalf of the Company, grants to the Employee an award of up to _____ shares of restricted stock (the "Restricted Shares") of the Company's common stock par value of \$0.01 per share (the "Common Stock"). The number of shares ultimately earned by the Employee will depend upon the Company's _____ fiscal year performance on three performance criteria – EBITDA growth, Return on Investment, and Total Shareholder Return relative to the performance of ten (10) other companies included within the PHLX Oil Service Sector Index ("OSX") that are designated by the Committee at the time of the Committee's approval of the grant of this award. The actual number of Restricted Shares earned by the Employee will be determined at a meeting of the Committee following the completion of the _____ fiscal year, at which time the Committee will review and approve the Company's calculation of the Company's performance on the three specified performance criteria. The total number of shares issued will vary between 0-200% of a target award amount depending on whether the Company's full year performance on the three performance criteria is determined to be above average, average or below average relative to the peer group of OSX companies, with one third of the total grant being tied to each of the three

performance measures. The Company's performance on each of these measures will be designated "above average" if the Company's performance is better than the midpoint between the 3rd and 4th ranked OSX companies for such measure (1st being the highest performance), "average" if the Company's performance is better than the midpoint between the 7th and 8th ranked OSX companies for such measure and lower than the midpoint between the 3rd and 4th ranked OSX companies for such measure, and "below average" if the Company's performance is below the midpoint between the 7th and 8th ranked OSX companies for such measure. For below-average performance on any of the three performance measures, the Employee will receive 0% of the one-third portion of this grant that is tied to such performance measure, for average performance, 100% of such one-third portion of this grant tied to that performance measure, and for above-average performance, 200% of such one-third portion of this grant.

The award is made upon the following terms and conditions:

1 . Vesting. The Restricted Shares ultimately earned by the Employee will vest and be immediately transferable on _____, 20____ (the "Vesting Date"). Notwithstanding the foregoing, the Restricted Shares will vest and be immediately transferable in the event of the Employee's death or Disability, or a Change in Control of the Company and, for purposes of determining the amount of the resulting award, it will be assumed that the Company achieved "average" performance on each of the performance measures, resulting in the payment of 100% of the award amount of this grant. Notwithstanding the foregoing, in the event of the Employee's retirement under the Company's pension plan on or after age 62, the Restricted Shares will not vest and be immediately transferable until the Vesting Date, with the amount of the resulting award to be determined on the basis of the Company's achievement of the performance criteria. All Restricted Shares will be forfeited upon termination of the Employee's employment with the Employer before the Vesting Date for a reason other than death, Disability or retirement under the Company's pension plan on or after age 62.

2 . Adjustment. The Committee may make equitable substitutions or adjustments in the Restricted Shares as it determines to be appropriate in the event of any corporate event or transaction such as a stock split, merger, consolidation, separation, including a spin-off or other distribution of stock or property of the Company, reorganization or any partial or complete liquidation of the Company.

3. Rights as Stockholder.

(a) The Restricted Shares will be issued in the form of a book entry registration in the amount of the maximum potential award. The Company may issue a stock certificate (the "Certificate") in the Employee's name representing

the Restricted Shares prior to the Vesting Date, in which case, the Employee will execute a stock power in favor of the Company, the Certificate will be held by the Secretary of the Company (the "Escrow Agent") and will be imprinted with a legend stating that the Restricted Shares represented by the Certificate may not be sold, exchanged, transferred, pledged, hypothecated or otherwise disposed of except in accordance with this Agreement and are subject to reduction requiring surrender or replacement of the Certificate. The Escrow Agent will hold the Certificate until the Vesting Date. As soon as practicable after the Vesting Date the Company will issue unlegended Certificates for Common Stock to the Employee in the amount of the award earned, and the Employee will surrender to the Company any legended Certificates representing the Restricted Shares, if applicable.

(b) Prior to the Vesting Date, the Employee may not vote, sell, exchange, transfer, pledge, hypothecate or otherwise dispose of any of the Restricted Shares. The Restricted Shares have Dividend Equivalent Rights.

4. No Limitation on Rights of the Company. The granting of Restricted Shares will not in any way affect the right or power of the Company to make adjustments, reclassifications or changes in its capital or business structure or to merge, consolidate, reincorporate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

5. Employment. Nothing in this Agreement or in the Plan will be construed as constituting a commitment, guarantee, agreement or understanding of any kind or nature that the Employer will continue to employ the Employee, or as affecting in any way the right of the Employer to terminate the employment of the Employee at any time.

6. Government Regulation. The Company's obligation to deliver Common Stock following the Vesting Date will be subject to all applicable laws, rules and regulations and to such approvals by any governmental agencies or national securities exchanges as may be required.

7. Withholding. The Employer will comply with all applicable withholding tax laws, and will be entitled to take any action necessary to effectuate such compliance. The Company may withhold a portion of the Common Stock to which the Employee or beneficiary otherwise would be entitled equivalent in value to the taxes required to be withheld, determined based upon the Fair Market Value of the Common Stock. For purposes of withholding, Fair Market Value shall be equal to the *closing* price of the amount of Common Stock earned by the Employee pursuant to this award on the Vesting Date, or, if the Vesting Date is not a business day, the next business day immediately following the Vesting Date.

8. Notice. Any notice to the Company provided for in this Agreement will be addressed to it in care of its Secretary, FMC Technologies, Inc., 1803 Gears Road, Houston, Texas 77067, and any notice to the Employee (or other person entitled to receive the Restricted Shares) will be addressed to such person at the Employee's address now on file with the Company, or to such other address as either may designate to the other in writing. Any notice will be deemed to be duly given when enclosed in a properly sealed envelope addressed as stated above and deposited, postage paid, in a post office or branch post office regularly maintained by the United States government.

9 . Administration. The Committee administers the Plan. The Employee's rights under this Agreement are expressly subject to the terms and conditions of the Plan, a copy of which is attached hereto, including any guidelines the Committee adopts from time to time.

1 0 . Binding Effect. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

1 1 . Sole Agreement. This Agreement is the entire agreement between the parties to it, and any and all prior oral and written representations are merged into this Agreement. This Agreement may only be amended by written agreement between the Company and the Employee. Employee expressly acknowledges that the form of the grant agreement that the Employee accepts electronically through the Fidelity NetBenefits website is intended to facilitate the administration of this restricted stock award and may not be a full version of this Agreement due to limitation inherent in such website that are imposed by Fidelity. The terms of this Agreement will govern the Employee's award in the event of any inconsistency with the agreement viewed or accepted by the Employee on the Fidelity NetBenefits website.

12. Governing Law. The interpretation, performance and enforcement of this Agreement will be governed by the laws of the State of Delaware.

13. Privacy. Employee acknowledges and agrees to the Employer transferring certain personal data of such Employee to the Company for purposes of implementing, performing or administering the Plan or any related benefit. Employee expressly gives his consent to the Employer and the Company to process such personal data.

Executed as of the Grant Date.

FMC TECHNOLOGIES, INC.

By:

Vice President, Human Resources

(Employee)

(Title)

(Division)

(Address)

(Social Security Number)

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933.

**FOURTH AMENDMENT
OF THE
FMC TECHNOLOGIES, INC.
INCENTIVE COMPENSATION AND STOCK PLAN**

WHEREAS, FMC Technologies, Inc. (the "Company") maintains the FMC Technologies, Inc. Incentive Compensation and Stock Plan (the "Plan"); and

WHEREAS, the Company now deems necessary and desirable to amend the Plan to modify the settlement rights of Directors with respect to Performance Units in the event of a Change of Control;

NOW, THEREFORE, by virtue of the authority reserved to the Board of Directors of the Company by Section 3.3 of the Plan, Section 14.7 of the Plan is hereby amended and restated in its entirety effective as of May 3, 2006, as follows:

14.7 Settlement. Payments with respect to Performance Units of a Non-Employee Director will be made in shares of Common Stock issued to the Non-Employee Director as soon as practicable after his or her Separation from Service. Performance Units will be valued using the Fair Market Value of Common Stock on the last business day of his or her service on the Board. Notwithstanding anything herein to the contrary, payments with respect to Performance Units will also be made in shares of Common Stock upon the occurrence of a Change in Control.

FMC Technologies, Inc.
Executive Severance Agreement

THIS AGREEMENT is made and entered into as of _____, 20____, by and between FMC Technologies, Inc. (hereinafter referred to as the “Company”) and _____ (hereinafter referred to as the “Executive”).

WHEREAS, the Board has approved the Company’s entering into severance agreements with certain key executives of the Company;

WHEREAS, the Executive is a key executive of the Company;

WHEREAS, should the possibility of a Change in Control of the Company arise, the Board believes it is imperative that the Company and the Board should be able to rely upon the Executive to continue in the Executive’s position, and that the Company should be able to receive and rely upon the Executive’s advice, if requested, as to the best interests of the Company and its shareholders without concern that the Executive might be distracted by the personal uncertainties and risks created by the possibility of a Change in Control;

WHEREAS, should the possibility of a Change in Control arise, in addition to the Executive’s regular duties, the Executive may be called upon to assist in the assessment of such possible Change in Control, advise management and the Board as to whether such Change in Control would be in the best interests of the Company and its shareholders, and to take such other actions as the Board might determine to be appropriate; and

NOW THEREFORE, to assure the Company that it will have the continued dedication of the Executive and the availability of the Executive’s advice and counsel notwithstanding the possibility, threat, or occurrence of a Change in Control of the Company, and to induce the Executive to remain in the employ of the Company, and for other good and valuable consideration, the Company and the Executive agree as follows:

Article 1. Establishment, Term, and Purpose

This Agreement will commence on the Effective Date and will continue in effect for a three (3) year term, until the third anniversary of the Effective Date. Upon each anniversary of the Effective Date, the term of this Agreement will be extended automatically for one (1) additional year, unless the Committee delivers written notice six (6) months prior to such anniversary to the Executive that this Agreement will not be extended. In such case, this Agreement will terminate at the end of the term, or extended term, then in progress.

However, in the event a Change in Control occurs during the original or any extended term, this Agreement will remain in effect for the longer of: (i) twenty-four (24) months beyond the month

in which such Change in Control occurred; and (ii) until all obligations of the Company hereunder have been fulfilled, and until all benefits required hereunder have been paid to the Executive.

Article 2. Definitions

Whenever used in this Agreement, the following terms will have the meanings set forth below and, when the meaning is intended, the initial letter of the word is capitalized.

- 2.1. Base Salary means the salary of record paid to an Executive as annual salary, excluding amounts received under incentive or other bonus plans, whether or not deferred.
- 2.2. Beneficiary means the persons or entities designated or deemed designated by the Executive pursuant to Section 11.2 herein.
- 2.3. Board means the Board of Directors of the Company.
- 2.4. Cause means:
 - (a) the Executive's willful and continued failure to substantially perform the Executive's employment duties in any material respect (other than any such failure resulting from physical or mental incapacity or occurring after issuance by the Executive of a Notice of Termination for Good Reason), after a written demand for substantial performance is delivered to the Executive that specifically identifies the manner in which the Company believes the Executive has failed to perform the Executive's duties, and after the Executive has failed to resume substantial performance of the Executive's duties on a continuous basis within thirty (30) calendar days of receiving such demand;
 - (b) the Executive's willfully engaging in conduct (other than conduct covered under (a) above) which is demonstrably and materially injurious to the Company or an affiliate; or
 - (c) the Executive's having been convicted of, or pleading guilty or nolo contendere to, a felony under federal or state law.
- 2.5. Change in Control means the happening of any of the following events:
 - (a) An acquisition by any Person of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of twenty percent (20%) or more of either (i) the then outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (ii) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); excluding, however, the following: (A) any acquisition directly from the Company, other than an acquisition by virtue of the exercise of a conversion privilege unless the security being so converted was itself acquired directly from the Company, (B) any acquisition by the Company, (C) any acquisition by any

employee benefit plan (or related trust) sponsored or maintained by the Company or any entity controlled by the Company, or (D) any acquisition pursuant to a transaction which complies with Subsections (i), (ii) and (iii) of Subsection (c) of this Section 2.5;

(b) A change in the composition of the Board such that the individuals who, as of the Effective Date, constitute the Board (such Board will be hereinafter referred to as the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, for purposes of this Section 2.5, that any individual who becomes a member of the Board subsequent to the Effective Date, whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of those individuals who are members of the Board and who were also members of the Incumbent Board (or deemed to be such pursuant to this proviso) will be considered as though such individual were a member of the Incumbent Board; but, provided further, that any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board will not be so considered as a member of the Incumbent Board;

(c) Consummation of a reorganization, merger or consolidation, sale or other disposition of all or substantially all of the assets of the Company, or acquisition by the Company of the assets or stock of another entity ("Corporate Transaction"); excluding, however, such a Corporate Transaction pursuant to which (i) all or substantially all of the individuals and entities who are the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Corporate Transaction will beneficially own, directly or indirectly, more than sixty percent (60%) of, respectively, the outstanding shares of common stock, and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Corporate Transaction (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Corporate Transaction, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (ii) no Person (other than the Company, any employee benefit plan (or related trust) of the Company or such corporation resulting from such Corporate Transaction) will beneficially own, directly or indirectly, twenty percent (20%) or more of, respectively, the outstanding shares of common stock of the corporation resulting from such Corporate Transaction or the combined voting power of the outstanding voting securities of such corporation entitled to vote generally in the election of directors except to the extent that such ownership existed prior to the Corporate Transaction, and (iii) individuals who were members of the Incumbent Board will constitute at least a majority of the members of the board of directors of the corporation resulting from such Corporate Transaction; or

(d) The approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

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- 2.6. Code means the Internal Revenue Code of 1986, as amended from time to time, and any successor thereto.
- 2.7. Committee means the Compensation Committee of the Board or any other committee of the Board appointed to perform the functions of the Compensation Committee.
- 2.8. Company means FMC Technologies, Inc., a Delaware corporation, or any successor thereto as provided in Article 10 herein.
- 2.9. Disability means complete and permanent inability by reason of illness or accident to perform the duties of the occupation at which the Executive was employed when such disability commenced.
- 2.10. Effective Date means the date of this Agreement set forth above.
- 2.11. Effective Date of Termination means the date on which a Qualifying Termination occurs which triggers the payment of Severance Benefits hereunder.
- 2.12. Exchange Act means the Securities Exchange Act of 1934, as amended from time to time, and any successor thereto.
- 2.13. Good Reason means, without the Executive's express written consent, the occurrence of any one or more of the following:
- (a) The assignment of the Executive to duties materially inconsistent with the Executive's authorities, duties, responsibilities, and status (including, without limitation, offices, titles and reporting requirements) as an employee of the Company (including, without limitation, any material change in duties or status as a result of the stock of the Company ceasing to be publicly traded or of the Company becoming a subsidiary of another entity, or any material change in the Executive's reporting relationship, such as the chairman or chief executive officer ceasing to report to the Board of Directors of a publicly traded company), or a reduction or alteration in the nature or status of the Executive's authorities, duties, or responsibilities from the greatest of (i) those in effect on the Effective Date; (ii) those in effect during the fiscal year immediately preceding the year of the Change in Control; and (iii) those in effect immediately preceding the Change in Control;
 - (b) The Company's requiring the Executive to be based at a location which is at least fifty (50) miles further from the Executive's then current primary residence than is such residence from the office where the Executive is located at the time of the Change in Control, except for required travel on the Company's business to an extent substantially consistent with the Executive's business obligations as of the Effective Date or as the same may be changed from time to time prior to a Change in Control;

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- (c) A reduction by the Company in the Executive's Base Salary as in effect on the Effective Date or as the same may be increased from time to time;
 - (d) A material reduction in the Executive's level of participation in any of the Company's short- and/or long-term incentive compensation plans, or employee benefit or retirement plans, policies, practices, or arrangements in which the Executive participates from the greatest of the levels in place: (i) on the Effective Date; (ii) during the fiscal year immediately preceding the fiscal year of the Change in Control; and (iii) on the date immediately preceding the date of the Change in Control;
 - (e) The failure of the Company to obtain a satisfactory agreement from any successor to the Company to assume and agree to perform this Agreement, as contemplated in Article 10 herein; or
 - (f) Any termination of Executive's employment by the Company that is not effected pursuant to a Notice of Termination.

The existence of Good Reason will not be affected by the Executive's temporary incapacity due to physical or mental illness not constituting a Disability. The Executive's continued employment will not constitute a waiver of the Executive's rights with respect to any circumstance constituting Good Reason.

2.14 Notice of Termination means a written notice which indicates the specific termination provision in this Agreement relied upon, and sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated.

2.15 Person has the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a "group" as provided in Section 13(d).

2.16 Qualifying Termination means any of the events described in Section 3.2 herein, the occurrence of which triggers the payment of Severance Benefits hereunder.

2.17. Retirement means the Executive's voluntary termination of employment in a manner that qualifies the Executive to receive immediately payable retirement benefits from the FMC Technologies, Inc. Salaried Employees' Retirement Program.

2.18. Severance Benefits means the payment of severance compensation as provided in Section 3.3 herein.

2.19. Trust means the Company grantor trust to be created pursuant to Article 6 of this Agreement.

Article 3. Severance Benefits

3.1. Right to Severance Benefits. The Executive will be entitled to receive from the Company Severance Benefits, as described in Section 3.3 herein, if there has been a Change in Control of the Company and if, within twenty-four (24) calendar months following the Change in Control, a Qualifying Termination of the Executive has occurred.

The Executive will not be entitled to receive Severance Benefits if the Executive's employment is terminated (i) for Cause, (ii) due to a voluntary termination without Good Reason, or (iii) due to death or Disability.

3.2. Qualifying Termination. The occurrence of any one or more of the following events will trigger the payment of Severance Benefits to the Executive under this Agreement:

- (a) An involuntary termination of the Executive's employment by the Company for reasons other than Cause, Disability or death within twenty-four (24) calendar months following the month in which a Change in Control of the Company occurs;
- (b) A voluntary termination by the Executive for Good Reason within twenty-four (24) calendar months following the month in which a Change in Control of the Company occurs pursuant to a Notice of Termination delivered to the Company by the Executive; or
- (c) The Company or any successor company breaches any of the provisions of this Agreement.

3.3. Description of Severance Benefits. In the event the Executive becomes entitled to receive Severance Benefits, as provided in Sections 3.1 and 3.2 herein, the Company will pay to the Executive (or in the event of the Executive's death, the Executive's Beneficiary) and provide him with the following:

- (a) An amount equal to [one][two][three] (1-3) times the highest rate of the Executive's annualized Base Salary in effect at any time up to and including the Effective Date of Termination.
- (b) An amount equal to three [one][two][three] (1-3) times the greater of (i) the Executive's highest annualized target total Management Incentive Award granted under the FMC Technologies Incentive Compensation and Stock Plan for any plan year up to and including the plan year in which the Executive's Effective Date of Termination occurs, and (ii) the average of the actual total Management Incentive Awards paid (or payable) to the Executive for the two plan years immediately preceding the Effective Date of Termination, or for such lesser number of such plan years for which the Executive was eligible to earn a Management Incentive Award, annualized for any year that the Executive was not employed by the Company for the entire plan year. For purposes of determining actual total Management Incentive Awards under the preceding sentence, any amounts the

Executive deferred will be treated as if they had been paid to the Executive, rather than deferred.

(c) An amount equal to the Executive's unpaid Base Salary, and unused and accrued vacation pay, earned or accrued through the Effective Date of Termination.

(d) An amount equal to the target total Management Incentive Award established for the plan year in which the Executive's Effective Date of Termination occurred, prorated through the Effective Date of Termination.

(e) Subject to applicable law and regulation as of the Effective Date of Termination, a continuation of the Company's welfare benefits of health care, life and accidental death and dismemberment, and disability insurance coverage for [one][two][three] (1-3) full years after the Effective Date of Termination. These benefits will be provided to the Executive (and to the Executive's covered spouse and dependents) at the same premium cost, and at the same coverage level, as in effect as of the date of the Change in Control. The continuation of these welfare benefits will be discontinued prior to the end of the [one][two][three] (1-3) year period if the Executive has available substantially similar benefits at a comparable cost from a subsequent employer, as determined by the Committee. The date that welfare benefits cease to be provided under this paragraph will be the date of the Executive's qualifying event for continuation coverage purposes under Code Section 4980B(f)(3)(B).

Awards granted under the FMC Technologies, Inc. Incentive Compensation and Stock Plan, and other incentive arrangements adopted by the Company will be treated pursuant to the terms of the applicable plan.

Any restrictions imposed by Company ownership or retention guidelines applicable to the sale of the Company's Common Stock by executive officers will not apply to any Awards granted to the Executive prior to a Change of Control under the FMC Technologies, Inc. Incentive Compensation and Stock Plan or other incentive arrangements adopted by the Company that vests as a result of the Change of Control in accordance with the terms of this Agreement.

The aggregate benefits accrued by the Executive as of the Effective Date of Termination under the FMC Technologies, Inc. Salaried Employees' Retirement Program, the FMC Technologies, Inc. Savings and Investment Plan, the FMC Technologies, Inc. Salaried Employees' Equivalent Retirement Plan, the FMC Technologies, Inc. Non-Qualified Savings and Investment Plan and other savings and retirement plans sponsored by the Company will be determined and distributed pursuant to the terms of the applicable plan in effect as of day immediately prior to the Change in Control, including but not limited to, the Executive's distribution elections.

For all purposes under the Company's nonqualified retirement plans (including, but not limited to, benefit calculation and benefit commencement), it will be assumed that the Executive's employment continued following the Effective Date of Termination for [one][two][three] (1-3) full years (i.e., [one][two][three] (1-3) additional years of age and service credits will be added);

provided, however, that for purposes of determining “final average pay” under such programs, the Executive’s actual pay history as of the Effective Date of Termination will be used.

3.4. Termination for Disability. If the Executive’s employment is terminated due to Disability, the Executive will receive the Executive’s Base Salary through the Effective Date of Termination, and the Executive’s benefits will be determined in accordance with the Company’s disability, retirement, survivor’s benefits, insurance and other applicable plans and programs then in effect. If the Executive’s employment is terminated due to Disability, he will not be entitled to the Severance Benefits described in Section 3.3.

3.5. Termination upon Death. If the Executive’s employment is terminated due to death, the Executive’s benefits will be determined in accordance with the Company’s retirement, survivor’s benefits, insurance and other applicable programs of the Company then in effect. If the Executive’s employment is terminated due to death, neither the Executive nor the Executive’s Beneficiary will be entitled to the Severance Benefits described in Section 3.3.

3.6. Termination for Cause, or Other Than for Good Reason or Retirement. Following a Change in Control of the Company, if the Executive’s employment is terminated either: (a) by the Company for Cause; or (b) by the Executive (other than for Retirement, Good Reason, or under circumstances giving rise to a Qualifying Termination described in Section 3.2(c) herein), the Company will pay the Executive an amount equal to the Executive’s Base Salary and accrued vacation through the Effective Date of Termination, at the rate then in effect, plus all other amounts to which the Executive is entitled under any plans of the Company, at the time such payments are due and the Company will have no further obligations to the Executive under this Agreement.

3.7. Notice of Termination. Any termination of employment by the Company or by the Executive for Good Reason will be communicated by a Notice of Termination.

Article 4. Form and Timing of Severance Benefits

4.1. Form and Timing of Severance Benefits. The Severance Benefits described in Sections 3.3 (a), (b), (c) and (d) herein will be paid in cash to the Executive (or the Executive’s Beneficiary, if applicable) in a single lump sum as soon as practicable following the Effective Date of Termination, but in no event beyond thirty (30) days from such date.

4.2. Withholding of Taxes. The Company will be entitled to withhold from any amounts payable under this Agreement all taxes as may be legally required (including, without limitation, any United States federal taxes and any other state, city, or local taxes).

Article 5. Excise Tax Equalization Payment

5.1. Excise Tax Equalization Payment. In the event that the Executive (or the Executive's Beneficiary, if applicable) becomes entitled to Severance Benefits or any other payment or benefit under this Agreement, or under any other agreement with or plan of the Company (in the aggregate, the "Total Payments"), whether or not the Executive has terminated employment with the Company, if all or any part of the Total Payments will be subject to the tax imposed by Section 4999 of the Code (or any similar tax that may hereafter be imposed), (the "Excise Tax") the Company will pay to the Executive in cash an additional amount (the "Gross-Up Payment") such that the net amount retained by the Executive after deduction of any Excise Tax upon the Total Payments and any federal, state, and local income taxes, penalties, interest, and Excise Tax upon the Gross-Up Payment provided for by this Section 5.1 (including FICA and FUTA), will be equal to the Total Payments.

5.2. Tax Computation. All determinations of whether any of the Total Payments will be subject to the Excise Tax, the amounts of such Excise Tax, whether and when a Gross-Up Payment is required, the amount of such Gross-Up Payment and the assumptions to be used in arriving at such determinations, shall be made by a nationally recognized certified public accounting firm that does not serve as an accountant or auditor for any individual, entity or group effecting the Change in Control as designated by the Company (the "Accounting Firm"). The Accounting Firm will provide detailed supporting calculations to the Company and the Executive within fifteen (15) business days of the receipt of notice from the Executive or the Company requesting a calculation hereunder. The Gross-Up Payment will be made by the Company to the Executive as soon as practical following the Accounting Firm's determination of the Gross-Up Payment, but in no event beyond thirty (30) days from the Effective Date of Termination. All fees and expenses of the Accounting Firm will be paid by the Company.

For purposes of determining the amount of the Gross-Up Payment, the Executive will be deemed to pay federal income taxes at the highest marginal rate of federal income taxation in the calendar year in which the Gross-Up Payment is to be made, and state and local income taxes at the highest marginal rate of taxation in the state and locality of the Executive's residence on the Effective Date of Termination, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

5.3. Subsequent Recalculation. In the event the Internal Revenue Service adjusts the computations to be made pursuant to Section 5.2 herein, and as a result of such adjustment the Gross-Up Payment made to the Executive is less than the greatest Gross-Up Payment that the Executive is entitled to receive under Section 5.2, the Company will pay to the Executive an amount equal to the difference between the greatest Gross-Up Payment the Executive is entitled to receive, and the Gross-Up Payment initially made to the Executive, plus a market rate of interest, as determined by the Committee, for the period commencing on the date the first Gross-Up Payment is made, and ending on the day immediately preceding the date the subsequent Gross-Up Payment is made.

Article 6. Establishment of Trust

As soon as practicable following the Effective Date hereof, the Company will create a Trust (which will be a grantor trust within the meaning of Sections 671-678 of the Code) for the benefit of the Executive and Beneficiaries, as appropriate. The Trust will have a Trustee as selected by the Company, and will have certain restrictions as to the Company's ability to amend the Trust or cancel benefits provided thereunder. Any assets contained in the Trust will, at all times, be specifically subject to the claims of the Company's general creditors in the event of bankruptcy or insolvency; such terms to be specifically defined within the provisions of the Trust, along with the required procedure for notifying the Trustee of any bankruptcy or insolvency.

At any time following the Effective Date hereof, the Company may, but is not obligated to, deposit assets in the Trust in an amount equal to or less than the aggregate Severance Benefits which may become due to the Executive under Sections 3.3 (a), (b), (c) and (d) and 5.1 of this Agreement.

As soon as practicable after the Company has knowledge that a Change in Control is imminent, but no later than the day immediately preceding the date of the Change in Control, the Company will deposit assets in such Trust in an amount equal to the estimated aggregate Severance Benefits which may become due to the Executive under Sections 3.3 (a), (b), (c) and (d), 5.1 and 8.1 of this Agreement. Such deposited amounts will be reviewed and increased, if necessary, every six (6) months following a Change in Control to reflect the Executive's estimated aggregate Severance Benefits at such time.

Article 7. The Company's Payment Obligation

The Company's obligation to make the payments and the arrangements provided for herein will be absolute and unconditional, and will not be affected by any circumstances, including, without limitation, any offset, counterclaim, recoupment, defense, or other right which the Company may have against the Executive or anyone else. All amounts payable by the Company hereunder will be paid without notice or demand. Each and every payment made hereunder by the Company will be final, and the Company will not seek to recover all or any part of such payment from the Executive or from whomsoever may be entitled thereto, for any reasons whatsoever.

The Executive will not be obligated to seek other employment in mitigation of the amounts payable or arrangements made under any provision of this Agreement, and the obtaining of any such other employment will in no event effect any reduction of the Company's obligations to make the payments and arrangements required to be made under this Agreement, except to the extent provided in Section 3.3(e) herein.

Notwithstanding anything in this Agreement to the contrary, if Severance Benefits are paid under this Agreement, no severance benefits under any program of the Company, other than benefits described in this Agreement, will be paid to the Executive.

Article 8. Fees and Expenses

To the extent permitted by law, the Company will pay as incurred (within ten (10) days following receipt of an invoice from the Executive) all legal fees, costs of litigation, prejudgment interest, and other expenses incurred in good faith by the Executive as a result of the Company's refusal to provide the Severance Benefits to which the Executive becomes entitled under this Agreement, or as a result of the Company's contesting the validity, enforceability, or interpretation of this Agreement, or as a result of any conflict (including, without limitation, conflicts related to the calculations under Section 5 hereof) between the parties pertaining to this Agreement.

Article 9. Outplacement Assistance

Following a Qualifying Termination (as described in Section 3.2 herein), the Executive will be reimbursed by the Company for the costs of all outplacement services obtained by the Executive within the [one][two][three] (1-3) year period after the Effective Date of Termination; provided, however, that the total reimbursement for such outplacement services will be limited to an amount equal to fifteen percent (15%) of the Executive's Base Salary as of the Effective Date of Termination.

Article 10. Successors and Assignment

10.1. Successors to the Company. The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) of all or substantially all of the business and/or assets of the Company or of any division or subsidiary thereof to expressly assume and agree to perform the Company's obligations under this Agreement in the same manner and to the same extent that the Company would be required to perform them if no such succession had taken place.

10.2. Assignment by the Executive. This Agreement will inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, and legatees. If the Executive dies while any amount would still be payable to him hereunder had he continued to live, all such amounts, unless otherwise provided herein, will be paid in accordance with the terms of this Agreement to the Executive's Beneficiary. If the Executive has not named a Beneficiary, then such amounts will be paid to the Executive's devisee, legatee, or other designee, or if there is no such designee, to the Executive's estate, and such designee, or the Executive's estate will be treated as the Beneficiary hereunder.

Article 11. Miscellaneous

11.1. Employment Status. Except as may be provided under any other agreement between the Executive and the Company, the employment of the Executive by the Company is "at will," and may be terminated by either the Executive or the Company at any time, subject to applicable law.

11.2. Beneficiaries. The Executive may designate one or more persons or entities as the primary and/or contingent Beneficiaries of any Severance Benefits, including, without limitation, payments under Section 5 hereof, owing to the Executive under this Agreement. Such designation must be

in the form of a signed writing acceptable to the Committee. The Executive may make or change such designations at any time.

11.3. Severability. In the event any provision of this Agreement will be held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining parts of the Agreement, and the Agreement will be construed and enforced as if the illegal or invalid provision had not been included. Further, the captions of this Agreement are not part of the provisions hereof and will have no force and effect.

11.4. Modification. No provision of this Agreement may be modified, waived, or discharged unless such modification, waiver, or discharge is agreed to in writing and signed by the Executive and by an authorized member of the Committee, or by the respective parties' legal representatives and successors.

11.5. Applicable Law. To the extent not preempted by the laws of the United States, the laws of the state of Delaware will be the controlling law in all matters relating to this Agreement.

11.6. Indemnification. To the full extent permitted by law, the Company will, both during and after the period of the Executive's employment, indemnify the Executive (including by advancing him expenses) for any judgments, fines, amounts paid in settlement and reasonable expenses, including any attorneys' fees, incurred by the Executive in connection with the defense of any lawsuit or other claim to which he is made a party by reason of being (or having been) an officer, director or employee of the Company or any of its subsidiaries. The Executive will be covered by director and officer liability insurance to the maximum extent that that insurance covers any officer or director (or former officer or director) of the Company.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 20__.

FMC Technologies, Inc.

Executive:

By: _____

Its: _____

FIRST AMENDMENT TO FIVE-YEAR CREDIT AGREEMENT

THIS AMENDMENT (herein so called) is entered into as of May 10, 2006, among **FMC TECHNOLOGIES B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands (the "**Borrower**"), **FMC TECHNOLOGIES, INC.**, a Delaware corporation (the "**Parent**"), the Lenders (herein so called) party to the Credit Agreement (hereinafter defined) and **DnB NOR BANK ASA**, as Administrative Agent (as defined in the Credit Agreement) for the Lenders.

The Borrower, the Parent, the Lenders and the Administrative Agent are party to the Five-Year Credit Agreement dated as of November 10, 2005 (the "**Credit Agreement**"), and have agreed, upon the following terms and conditions, to amend the Credit Agreement in certain respects. Accordingly, for valuable and acknowledged consideration, the Borrower, the Parent, the Lenders and the Administrative Agent agree as follows:

1. **Terms and References.** Unless otherwise stated in this Amendment, (a) terms defined in the Credit Agreement have the same meanings when used in this Amendment, and (b) references to "**Sections**", "**Articles**" and "**Exhibits**" are to the Credit Agreement's sections, articles and exhibits.
2. **Amendments.** The Credit Agreement is amended as follows:
 - (a) The definition of **Revolving Period** contained in **Section 1.01** is amended in its entirety to read as follows:

"Revolving Period means the period commencing on the date of this Agreement and ending on the earlier of (a) the Maturity Date or (b) the Business Day designated in a notice from the Borrower to the Administrative Agent as the last day of the Revolving Period, which notice must be given not less than ten Business Days prior to such last day."
 - (b) **Section 6.01(b)** is amended in its entirety to read as follows:

“(b) On or before December 31, 2005 for the fiscal year ended December 31, 2004 and as soon as available but in any event not more than 180 days after the end of each other fiscal year of the Borrower, a balance sheet of the Borrower as of the end of such fiscal year, and the related profit and loss account for such fiscal year, setting forth in each case in comparative form the figures as of the end of and for the previous fiscal year, certified by the managing directors of the Borrower and prepared in a manner consistent with the balance sheets and profit and loss accounts of the Borrower for fiscal years 2002 and 2003 which have been previously delivered to each of the Lenders.”
 - (c) The reference to **Section 6.01(b)** contained in **Section 6.01(d)** is deleted.
3. **Conditions Precedent to Effectiveness.** This Amendment shall not be effective until the Administrative Agent receives (a) counterparts of this Amendment executed by the Borrower, the Parent,

the Lenders and the Administrative Agent, and (b) such other documents, instruments and certificates as the Administrative Agent may reasonably request.

4. **Representations.** Each of the Parent and the Borrower (as to itself, and its Subsidiaries only) represents and warrants to the Lenders that as of the date of this Amendment, (a) the representations and warranties contained in *Article V* are true and correct in all material respects *except* to the extent that such representations and warranties refer to an earlier date, in which case they were true and correct in all material respects as of such earlier date, (b) no Default or Event of Default has occurred and is continuing, (c) the resolutions and certifications attached as *Appendices C, D, E* and *F* to that certain Formalities Certificate of the Borrower dated November 10, 2005, heretofore delivered to the Administrative Agent, have not been modified, amended or rescinded and remain in full force and effect, and (d) the resolutions attached as *Exhibits C* and *D* to that certain Certificate of Assistant Secretary of the Parent dated November 10, 2005, heretofore delivered to the Administrative Agent, have not been modified, amended or rescinded and remain in full force and effect.

5. **Ratification of Guaranty.** The Parent consents to the amendments to the Credit Agreement effected hereby, agrees that its obligations under the Guaranty are not released, discharged, reduced or otherwise affected by such amendments and ratifies and confirms all of its obligations under the Guaranty and the other Loan Documents to which it is a party.

6. **Effect of Amendment.** This Amendment is a Loan Document. Except as expressly modified and amended by this Amendment, all of the terms, provisions and conditions of the Loan Documents shall remain unchanged and in full force and effect. The Loan Documents and any and all other documents heretofore, now or hereafter executed and delivered pursuant to the terms of the Credit Agreement are hereby amended so that any reference to the Credit Agreement shall mean a reference to the Credit Agreement as amended hereby.

7. **Counterparts.** This Amendment may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

8. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

*[REMAINDER OF PAGE INTENTIONALLY BLANK.
SIGNATURE PAGES FOLLOW.]*

EXECUTED as of the date first stated above.

FMC TECHNOLOGIES B.V.

By: /s/ Joseph J. Meyer
Joseph J. Meyer, Attorney

FMC TECHNOLOGIES, INC.

By: /s/ Joseph J. Meyer
Joseph J. Meyer, Director, Treasury
Operations

DnB NOR BANK ASA, as Administrative Agent

By: /s/ Nikolai A. Nachamkin
Nikolai A. Nachamkin, Senior Vice
President

By: /s/ Tor Ivar Hansen
Tor Ivar Hansen, Assistant Vice President

DnB NOR BANK ASA, as a Lender

By: /s/ Nikolai A. Nachamkin
Nikolai A. Nachamkin, Senior Vice
President

By: /s/ Tor Ivar Hansen
Tor Ivar Hansen, Assistant Vice President

BANK OF AMERICA, N.A., as a Lender

By: /s/ Ronald E. McKaig
Ronald E. McKaig, Senior Vice President

**COÖPERATIEVE CENTRALE
RAIFFEISEN-BOERENLEENBANK B.A.,
"RABOBANK NEDERLAND", NEW YORK
BRANCH, as a Lender**

By: /s/ Ivan Rodriguez
Ivan Rodriguez, Vice President

By: /s/ Andrew Sherman
Andrew Sherman, Associate General
Counsel

FOKUS BANK ASA, as a Lender

By: /s/ Ronny Gothesen
Ronny Gothesen, General Manager

JPMORGAN CHASE BANK, NA, as a Lender

By: /s/ Helen A. Carr
Helen A. Carr, Managing Director

**MIZUHO CORPORATE BANK, LTD., as a
Lender**

By: /s/ Robert Gallagher
Robert Gallagher, Senior Vice President

**NATIONAL CITY BANK OF THE
MIDWEST, as a Lender**

By: /s/ Jon R. Hinard
Jon R. Hinard, Senior Vice President

ROYAL BANK OF SCOTLAND, PLC, as a Lender

By: /s/ Maggan Soderberg
Maggan Soderberg, Vice President

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., as a Lender

By: /s/ Kelton Glasscock
Kelton Glasscock, Vice President & Manager

THE NORTHERN TRUST COMPANY, as a Lender

By: /s/ Preeti Sullivan
Preeti Sullivan, Vice President

U.S. BANK NATIONAL ASSOCIATION, as a Lender

By: /s/ R. Michael Newton
R. Michael Newton, Vice President

WELLS FARGO BANK, N.A., as a Lender

By: /s/ Eric R. Hollingsworth
Eric R. Hollingsworth, Vice President

WESTLB AG, NEW YORK BRANCH, as a Lender

By: /s/ Duncan Robertson
Duncan Robertson, Executive Director

By: /s/ Rolf Schmitz
Rolf Schmitz, Director

**Signature Page to First Amendment to
FMC Technologies B.V. Five-Year Credit Agreement**

Letter re: Unaudited Interim Financial Information

FMC Technologies, Inc.
Chicago, Illinois

Re: Registration Statements on Form S-8 (No. 333-62996, 333-76210, 333-76214 and 333-76216).

With respect to the subject registration statements, we acknowledge our awareness of the incorporation by reference therein of our report dated May 9, 2006, related to our review of interim financial information.

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

/s/ KPMG LLP

Chicago, Illinois
May 9, 2006

CHIEF EXECUTIVE OFFICER CERTIFICATION

I, Joseph H. Netherland, Chairman and Chief Executive Officer of FMC Technologies, Inc. (the “registrant”), certify that:

1. I have reviewed this quarterly report on Form 10-Q of FMC Technologies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: May 9, 2006

/s/ Joseph H. Netherland

Joseph H. Netherland
Chairman and Chief Executive Officer (Principal
Executive Officer)

CHIEF FINANCIAL OFFICER CERTIFICATION

I, William H. Schumann, III, Senior Vice President and Chief Financial Officer of FMC Technologies, Inc. (the "registrant"), certify that:

1. I have reviewed this quarterly report on Form 10-Q of FMC Technologies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 9, 2006

/s/ William H. Schumann, III

William H. Schumann, III
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

Certification
of
Chief Executive Officer
Pursuant to 18 U.S.C. 1350
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

I, Joseph H. Netherland, Chairman and Chief Executive Officer of FMC Technologies, Inc. (the "Company"), do hereby certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

(a) the Quarterly Report on Form 10-Q of the Company for the fiscal quarter ended March 31, 2006, as filed with the Securities and Exchange Commission (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(b) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 9, 2006

/s/ Joseph H. Netherland

Joseph H. Netherland
Chairman and Chief Executive Officer
(Principal Executive Officer)

Certification
of
Chief Financial Officer
Pursuant to 18 U.S.C. 1350
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

I, William H. Schumann, III, Senior Vice President and Chief Financial Officer of FMC Technologies, Inc. (the "Company"), do hereby certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

(a) the Quarterly Report on Form 10-Q of the Company for the fiscal quarter ended March 31, 2006, as filed with the Securities and Exchange Commission (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(b) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 9, 2006

/s/ William H. Schumann, III

William H. Schumann, III
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)